

SUBWAY® 60TH BIRTHDAY x SUBCARD® LOYALTY COMPETITION – TERMS & CONDITIONS

1. These Terms and Conditions are for all entrants who enter the ‘Subway® 60th Birthday x Subcard® Loyalty Promotion’ (“**Promotion**”). By entering this Promotion, entrants accept these Terms and Conditions, the Promoter’s decisions and interpretations, which are final and binding in all matters relating to the Promotion. Information on how to enter and the prizes form part of these Terms and Conditions.
2. The promoter, prize provider and administrator is Subway Franchisee Advertising Fund of Australia Pty Ltd (ABN 21 071 190 317) Level 9, 230 Brunswick Street, Fortitude Valley QLD 4006 Australia and Subway Franchisee Advertising Fund New Zealand, care of Subway Systems Australia Pty Ltd (“**Promoter**”) or their nominated representative.
3. **TERMS AND CONDITIONS OF ENTRY**

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| Who Can Enter | This Promotion is open to Australia and New Zealand residents aged 18 and over who are a Subcard® member (“ Eligible Entrant ”). |
| Who Cannot Enter | <p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none">• the Promoter; and• the agencies, companies or Subway® Franchisees, and Subway® Sandwich Artists™ and their operating entity associated with this Promotion. <p>Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p> |
| Promotional Period | <p>Australia Promotion commences at 12:01am AEST on 4 August 2025 and ends at 11:59pm AEST on 31 August 2025.</p> <p>New Zealand Promotion commences at 2:01am NZST on 4 August 2025 and ends at 1:59am NZST on 1 September 2025.</p> <p>Entries received before or after the Promotional Period will not be accepted.</p> |
| Where the promotion will run | <p>This Promotion will run in participating Subway® restaurants located in Australia or New Zealand, as set out further under ‘Qualifying Purchase’ below, and which display material relating to the promotion during the Promotional Period (each a “Participating Subway® Restaurant”).</p> <p>For Australia only, this Promotion will not run in Subway® restaurants located inside On The Run ‘OTR’ Petrol Stations and Convenience Stores in South Australia (“OTR Locations”). Please refer to Schedule 1 for a full list of OTR Locations.</p> |

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| Website | Australia: https://www.subway.com/en-AU/Competitions/TandCs New Zealand: https://www.subway.com/en-NZ/Competitions/TandCs |
| Qualifying Purchase | <p>To be eligible to enter, individuals must, purchase in a single transaction, either: a Subway® sub, Subway® salad, Subway® wrap, or a Subway® combo (“Eligible Product”) from a Participating Subway® Restaurant during the Promotional Period (“Qualifying Purchase”).</p> <p>For the avoidance of doubt, an Eligible Product does not include:</p> <ul style="list-style-type: none"> • Mini Sub; • KidsPak™; • any items from the Value Bites/Snacks Range (unless purchased as part of a Subway® combo); or • drinks, cookies or chips (unless purchased as part of a Subway® combo). <p>Australia</p> <ul style="list-style-type: none"> • Qualifying Purchases may be made at Participating Subway® Restaurants, either in-restaurant, online via the Subway® App (including Subway Delivers®) or online via the Subway® website. • Qualifying Purchases made at OTR Locations in Australia and convenience stores in South Australia are ineligible. • Qualifying Purchases made via third-party delivery platforms are ineligible. <p>New Zealand</p> <ul style="list-style-type: none"> • Qualifying Purchases may be made at participating Subway® Restaurants in-restaurant only. • Qualifying Purchases made online via the Subway® App (including Subway Delivers®), online via the Subway® website or via third-party delivery platforms are ineligible. |
| How To Enter | <p>To enter and receive one (1) automatic entry into the draw, Eligible Entrants must, during the Promotion Period:</p> <ol style="list-style-type: none"> (1) Ensure they are a Subcard® member, that their Subcard® is registered and linked to their Subcard® account on the Subway® App. To become a Subcard® member and register a Subcard® Eligible Entrants can visit: <ol style="list-style-type: none"> (a) https://order.subway.com/en-au/home (for Australia); or (b) https://order.subway.com/en-nz/home (for New Zealand). (2) Make a Qualifying Purchase in accordance with these Terms and Conditions; and (3) Ensure their Subcard® is either entered (for Qualifying Purchases made online) or scanned (for Qualifying Purchases made in-restaurant) at the time of completing the transaction. |

| Number of Entries | Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Purchase (regardless of the number of Eligible Products purchased in that Qualifying Purchase in excess of one (1)); and b) a maximum of three (3) entries permitted per person per day. | | | | | | | | | | | | | | | | | | | | |
|--------------------------|--|------------------------------|----------------------------|------------------------------|----------------------------|----------------------------|--------|---|------------|---|------------|--------|--|-------|---|------------|--------|---------------------------------------|----------|---|------------|
| Prize Currency | All prize values are to be considered in their local currency: <ul style="list-style-type: none">• Australia – Australian Dollar• New Zealand – New Zealand Dollar | | | | | | | | | | | | | | | | | | | | |
| Total Prize Pool | The total prize pool in Australia is: AUD\$11,168.00. The total prize pool in New Zealand is: NZD\$6,672.00. The prize value is correct at time of publishing of these Terms and Conditions and no responsibility is accepted for any variation in the value of the prize. | | | | | | | | | | | | | | | | | | | | |
| Prize Details | <p>There are 43 prizes available to be won in this Promotion (28 in Australia and 15 in New Zealand):</p> <p>In Australia there will be 6 x Tier 1 Prizes, 2 x Tier 2 Prizes, 6 x Tier 3 Prizes and 14 x Tier 4 Prizes (each, a “Prize”). Prizes will be awarded in the following descending order as set out in the table below:</p> <table><tr><th>Prize Tier</th><th>Prize</th><th>Value of each Prize in \$AUD</th><th>Number of prizes available</th><th>Total prize value in \$AUD</th></tr><tr><td>Tier 1</td><td>Subway® for a year awarded in the form of a \$1,000 Prezzy Voucher.</td><td>\$1,000.00</td><td>6</td><td>\$6,000.00</td></tr><tr><td>Tier 2</td><td>Subway® Catering Package awarded in the form of a voucher that can be redeemed at any in-restaurant or online Subway. Package consists of:<ul style="list-style-type: none">• 4 x sub platters• 1 x cookie platter• 1 x 1.25L drink (the choice of drink is at the winner’s discretion).</td><td>\$500</td><td>2</td><td>\$1,000.00</td></tr><tr><td>Tier 3</td><td>VIP Subway® Prize Pack consisting of:</td><td>\$270.00</td><td>6</td><td>\$1,620.00</td></tr></table> | Prize Tier | Prize | Value of each Prize in \$AUD | Number of prizes available | Total prize value in \$AUD | Tier 1 | Subway® for a year awarded in the form of a \$1,000 Prezzy Voucher. | \$1,000.00 | 6 | \$6,000.00 | Tier 2 | Subway® Catering Package awarded in the form of a voucher that can be redeemed at any in-restaurant or online Subway. Package consists of: <ul style="list-style-type: none">• 4 x sub platters• 1 x cookie platter• 1 x 1.25L drink (the choice of drink is at the winner’s discretion). | \$500 | 2 | \$1,000.00 | Tier 3 | VIP Subway® Prize Pack consisting of: | \$270.00 | 6 | \$1,620.00 |
| Prize Tier | Prize | Value of each Prize in \$AUD | Number of prizes available | Total prize value in \$AUD | | | | | | | | | | | | | | | | | |
| Tier 1 | Subway® for a year awarded in the form of a \$1,000 Prezzy Voucher. | \$1,000.00 | 6 | \$6,000.00 | | | | | | | | | | | | | | | | | |
| Tier 2 | Subway® Catering Package awarded in the form of a voucher that can be redeemed at any in-restaurant or online Subway. Package consists of: <ul style="list-style-type: none">• 4 x sub platters• 1 x cookie platter• 1 x 1.25L drink (the choice of drink is at the winner’s discretion). | \$500 | 2 | \$1,000.00 | | | | | | | | | | | | | | | | | |
| Tier 3 | VIP Subway® Prize Pack consisting of: | \$270.00 | 6 | \$1,620.00 | | | | | | | | | | | | | | | | | |

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| | <ul style="list-style-type: none">• 1 x Subway Footlong® towel• 1 x Cookie Keyring• 1 x Subway Footlong® Croc Charms• 1 x Subway® logo Croc Charms• 1 x Yellow Subway® socks• 1 x Subway® cap• 1 x \$200 Prezsee Voucher | | | |
| Tier 4 | Free Delivery Subscription consisting of: <ul style="list-style-type: none">• 6 months free delivery on Subway Delivers®. | \$182.00 | 14 | 2,548.00 |
| | | Totals: | 28 | \$11,168.00 |

In New Zealand there will be 4 x Tier 1 Prizes, 1 x Tier 2 Prizes, 4 x Tier 3 Prizes and 6 x Tier 4 Prize (each, a “**Prize**”). Prizes will be awarded in the following descending order as set out in the table below:

| Prize Tier | Prize | Value of each Prize in \$NZD | Number of prizes available | Total prize value in \$NZD |
|------------|--|------------------------------|----------------------------|----------------------------|
| Tier 1 | Subway® for a year awarded in the form of a \$1,000 Prezsee Voucher. | \$1,000.00 | 4 | \$4,000.00 |
| Tier 2 | Subway® Catering Package awarded in the form of a voucher that can be redeemed at any in-restaurant or online Subway. Package consists of: <ul style="list-style-type: none">• 4 x sub platters• 1 x cookie platter• 1 x 1.25L drink (the choice of drink is at the winner’s discretion). | \$500 | 1 | \$500.00 |
| Tier 3 | VIP Subway® Prize Pack consisting of: <ul style="list-style-type: none">• 1 x Subway Footlong® towel• 1 x Cookie Keyring• 1 x Subway Footlong® Croc Charms• 1 x Subway® logo Croc Charms | \$270.00 | 4 | \$1,080.00 |

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| | | <ul style="list-style-type: none">• 1 x Yellow Subway® socks• 1 x Subway® cap• 1 x \$200 Prezsee Voucher | | | |
| | Tier 4 | Free Delivery Subscription consisting of: 6 months free delivery on Subway Delivers®. | \$182.00 | 6 | \$1,092.00 |
| | | | Totals: | 15 | \$6,672.00 |
| | | | | | |
| <p>Redemption of the Voucher(s) awarded in the Tier 1 Prize and Tier 3 Prize will be issued via Prezsee and are subject to the terms and conditions associated with Prezsee, including those specified on the Voucher. For more details, visit: Australia - Prezsee AU Digital Gift Cards and Gift Vouchers Online and New Zealand - Prezsee NZ Digital Gift Cards and Vouchers Online.</p> <p>Tier 4 Prize is subject to the terms and conditions for Subway Delivers® available here: Australia – https://www.subway.com/en-AU/Competitions/TandCs or New Zealand – https://www.subway.com/en-NZ/Competitions/TandCs.</p> <p>Any ancillary costs associated with redeeming any voucher are not included in the Prize. Any unused balance of a voucher will not be awarded as cash.</p> | | | | | |
| Prize Draw | <p>This is a game of chance. Entries will be divided into the following countries: Australia and New Zealand. The Prize Draw will take place at the Promoter’s address (Level 9, 230 Brunswick Street, Fortitude Valley QLD 4006 Australia) at 2:00pm AEST on 9 September 2025 in the presence of an independent scrutineer. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p> <p>Only one (1) prize is permitted per person (excluding SA residents).</p> | | | | |
| Winner Notification and Redemption | <p>Winners will be notified via the email address registered to their Subcard® account within 7 days of the Prize Draw.</p> <p>Redemption of Tier 1 Prizes:</p> <ul style="list-style-type: none">• Winners will be asked to confirm their email address to send the Tier 1 Prize (Voucher) to.• Winners will be requested to provide confirmation by the Unclaimed Prize Draw date (“Confirmation Email”). If the winners do not send the Confirmation Email within the required timeframe, the Prize will be placed in the Unclaimed Prize Draw.• The Promoter will then send the Tier 1 Prize (Voucher) to the email address within 14 days of the Confirmation Email. | | | | |

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| | <p>Redemption of Tier 2 Prizes:</p> <ul style="list-style-type: none"> Winners will be asked to confirm their email address to send the Tier 4 Prize to. Winners will be requested to provide confirmation by the Unclaimed Prize Draw date. If the winners do not send the Confirmation Email within the required timeframe, the Prize will be placed in the Unclaimed Prize Draw. Winners must redeem the Tier 2 Prize on or before 30 November 2025. <p>Redemption of Tier 3 Prize:</p> <ul style="list-style-type: none"> Winners will be asked to confirm their email address and postal address so that the Promoter can send the Tier 3 Prize). Winners will be requested to provide confirmation within by the Unclaimed Prize Draw date. If the winners do not send the Confirmation Email within the required timeframe, the Prize will be placed in the Unclaimed Prize Draw. The Promoter will send the Tier 3 Prize (Voucher) to the email address within 14 days of the Confirmation Email. Promoter will send by post the remainder of the Tier 3 Prize, for winners in Australia within 14 days of the Confirmation Email and for winners in New Zealand within 21 days of the Confirmation Email. <p>Redemption of a Tier 4 Prize:</p> <ul style="list-style-type: none"> The Tier 4 Prize will be applied to the winner's Subcard® account from the date the Promoter sends the Notification Email. The Tier 4 Prize will be valid for 6 months from the date of the Notification Email (or when 26 orders have been made, whichever comes first). For the avoidance of doubt, once the 6-month free delivery subscription on Subway Delivers® has expired, it will not automatically renew, and the winner will be required to renew the subscription to continue having access to the free delivery subscription. <p>Publication of Winners:</p> <p>Winners will have their last name, initial, postcode and State/Territory/country of residence published on the Website on 16 September 2025.</p> |
| Unclaimed Prize Draw | <p>If a Prize is not claimed in accordance with the '<i>Winner Notification and Redemption</i>' section of these Terms and Conditions, the winner forfeits the Prize, and the Promoter will not provide a replacement prize.</p> <p>A draw for any unclaimed prizes may take place at the Promoter's address (Level 9, 230 Brunswick Street, Fortitude Valley QLD 4006 Australia) at 2:00pm AEST on 9 October 2025, subject to any directions from a regulatory authority.</p> <p>Any winner of a Prize allocated during the Unclaimed Prize Draw will be notified via the email address registered to their Subcard® account within 7 days of the Prize Draw and must follow the steps set out in the '<i>Winner Notification and Redemption</i>' section of these Terms and Conditions to claim the Prize.</p> |

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| | <p>Publication of Winners:</p> <p>Winners will have their last name, initial and State/Territory/country of residence published on the Website on 16 October 2025.</p> |
| <p>Privacy and Personal Information – Collection & Use</p> | <p>In the event that an entrant is deemed a winner, they must take part in all publicity, photography and other promotional activity as the Promoter reasonably requires, for an unlimited period without any compensation. Entrants consent to the Promoter using their name likeness, image and/or voice in any promotional or advertising activity relating to this promotion.</p> <p>By participating in the Promotion, entrants consent to the Promoter’s or authorised agents’ collection, use, and disclosure of their personal information for the purposes of administering the Promotion and prize fulfilment. Entry is conditional on providing this PI. Entrants acknowledge that they have read, understood and accepted the Promoter’s Privacy policy, which can be viewed at : https://www.subway.com/en-AU/Legal/PrivacyStatement-FWH (for Australia) or https://www.subway.com/en-NZ/Legal/PrivacyStatement-FWH (for New Zealand). The Privacy Policy also include information about:</p> <ol style="list-style-type: none"> how entrants may to seek access to any personal information that the Promoter holds and seek correction of the information; and how to complain about a privacy breach of the Australian Privacy Principles or any other applicable law and how the Promoter will deal with such a complaint. <p>Entrants may be offered the optional opportunity to receive coupons, newsletters, informational materials, marketing communications, or other special promotions, or other offers from the Promoter, affiliates within the Subway® Group, and/or third-party service providers. Entrants will not be contacted for marketing purposes unless they have provided their express consent. Entrants may opt-out of marketing communications at any time by following the opt-out instructions in the marketing emails sent to them.</p> <p>All entries remain the property of the Promoter. The Promoter may use or disclose Eligible Entrants’ personal information to related entities or other appropriate third parties in accordance with its Privacy Policy.</p> |
| <p>Permit Numbers</p> | <p>Authorised under:</p> <p>NSW Authority No. TP/04453 ACT Permit No. TP25/01644 SA Permit No. T25/1238</p> |

ENTRY

1. An entry must be received during the Promotional Period and will be deemed to be received only when received by the Promoter. If entrants return a Qualifying Purchase the entry may be deemed invalid at the Promoter's discretion (unless the product is defective). The Promoter is not liable for any problems with communications networks. Entrants are responsible for their own costs associated with entering including, but not limited to, any additional data rates they incur from their mobile phone provider. If entrants enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, they may be disqualified.

PRIZES

2. Prizes and all elements of Prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including validity period(s) and those listed in the *"Prize Details"* section above.
3. Entrants are responsible for ensuring that all prize delivery details provided are correct. The Promoter will not be liable for any costs associated with re-delivery of a prize, should the delivery details provided be incorrect.
4. The Promoter is not responsible for any dispute between entrants and any person with whom entrants choose to, or choose not to, share the prize.
5. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
6. No prize substitution or exchange will be allowed, except by the Promoter, who in its discretion, reserves the right to substitute the prize with a prize of equal or greater value in case of unavailability of a prize for any reason, subject to any written directions from a regulatory authority.
7. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
8. The Promoter assumes no responsibility for:
 - a. any failure to receive any entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches; or
 - b. any failure to receive or any loss or damage as a result of failure to receive a Prize because of postage and/or delivery matters which is outside of its control including but not limited to loss of parcel or inability to deliver by carrier.

GENERAL

9. The Promoter reserves the right to verify the validity of all entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

10. If there is a dispute as to the identity and/or eligibility of the entrant, the Promoter reserves the right, in its sole discretion, to determine the identity and/or eligibility of the entrant.
11. In the event of war, terrorism, state of emergency, government lockdown, pandemic or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
12. If this Promotion is interfered with in any manner or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion to the fullest extent permitted by law to (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Promotion, as appropriate. Without limiting any other paragraph, the Promoter may at its discretion amend any aspect of this promotion or these Terms and Conditions, subject to applicable laws and subject to the approval of the relevant regulatory authorities. Any changes to the terms and conditions applying to this Promotion will be updated in the terms and conditions available on this website: <https://www.subway.com/en-AU/Competitions/TandCs> or <https://www.subway.com/en-NZ/Competitions/TandCs>.
13. The Promoter's decision is final, and no correspondence will be entered into.
14. All entries are deemed to be received at the time of receipt by the Promoter's database and NOT at time of transaction by the entrant. Records of the Promoter are final and conclusive as to time of receipt.
15. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
16. Nothing in these Terms and Conditions restricts, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the ASIC Act or similar consumer protection laws or any statutory consumer guarantees as provided under the *New Zealand Consumer Guarantees Act 1993* or similar consumer protection laws in New Zealand ("**Non-Excludable Guarantees**").
17. Except for any liability that cannot by law be excluded, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
18. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss damage (including loss of opportunity whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's

control); (b) any theft, unauthorised access or third party interference; (c) any entry or correspondence that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation in the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or winner; or (f) use of the prize.

SCHEDULE 1 – LIST OF OTR LOCATIONS

| LOCATION | RESTAURANT # |
|--------------------------|---------------------|
| Darlington | 19598 |
| Morphett Vale | 20260 |
| Tranmere | 20334 |
| Fulham | 20792 |
| Salisbury | 20881 |
| Thorngate | 21276 |
| Salisbury Downs | 21490 |
| Clarence Park | 21491 |
| Mount Gambier | 21522 |
| Westport | 21574 |
| Brighton | 21575 |
| Ridleyton | 21717 |
| West Tce | 22677 |
| Elizabeth | 22736 |
| Christies Beach | 22737 |
| Plympton | 23561 |
| Blackwood | 23609 |
| Lakes Village | 25155 |
| Newton | 25571 |
| Whyalla Playford | 26112 |
| Mount Barker | 26959 |
| Pooraka | 27182 |
| Evandale | 27787 |
| Mawson Lakes | 28251 |
| Nuriootpa | 28621 |
| Stepney | 32038 |
| Pasadena | 32062 |
| Smithfield | 33905 |
| St Marys | 34466 |
| Salisbury Hwy | 35273 |
| Rosewater | 35300 |
| Shandon | 38620 |
| Walkerville | 39921 |
| Whyalla Westlands | 40090 |
| Bordertown | 40502 |
| Angle Park | 40698 |

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| Woodville West | 42356 |
| Kilburn | 44690 |
| Broadview | 46095 |
| Cavan | 46204 |
| Davoren Park | 48934 |
| Wayville | 48935 |
| Pulteney Street | 51483 |
| Hillbank | 51484 |
| Millicent | 52899 |
| Glengowrie | 64142 |
| Kingston | 64343 |
| Aldinga OTR | 65500 |
| Para Hills West | 66194 |
| Kapunda | 67205 |
| Angle Vale | 67467 |
| Naracoorte | 68790 |
| Port Wakefield | 73223 |