

## SUBWAY® x SUBCARD® WORLD COOKIE DAY MERCH LOYALTY COMPETITION – TERMS & CONDITIONS

1. These Terms and Conditions are for all entrants who enter the 'Subway® x Subcard® World Cookie Day 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 New Zealand Pty Ltd, Level 9, 230 Brunswick Street, Fortitude Valley QLD 4006 Australia, care of Subway Systems Australia Pty Ltd ("**Promoter**") or their nominated representative.

### 3. TERMS AND CONDITIONS OF ENTRY

<b>Who Can Enter</b>	This Promotion is open to New Zealand residents aged 18 and over who are a registered Subcard® member (" <b>Eligible Entrant</b> ").
<b>Who Cannot Enter</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"><li>• the Promoter; and</li><li>• the agencies, companies or Subway® Franchisees, and Subway® Sandwich Artists™ and their operating entity associated with this Promotion.</li></ul> <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>
<b>Promotional Period</b>	<p>Promotion commences at 12:01am NZDT on 4 December 2025 and ends at 11:59pm NZDT on 9 December 2025.</p> <p>Entries received before or after the Promotional Period will not be accepted.</p>
<b>Where the promotion will run</b>	This Promotion will run in participating Subway® restaurants located in New Zealand, as set out further under 'Qualifying Purchase' below, and which display material relating to the promotion during the Promotional Period (each a " <b>Participating Subway® Restaurant</b> ").
<b>Website</b>	<b>New Zealand:</b> <a href="https://www.subway.com/en-NZ/Competitions/TandCs">https://www.subway.com/en-NZ/Competitions/TandCs</a>
<b>Qualifying Purchase</b>	<p>To be eligible to enter, individuals must, purchase in a single transaction, with a scan of a registered Subcard®, either:</p> <ul style="list-style-type: none"><li>• 6 Pack of Cookies;</li></ul>

	<ul style="list-style-type: none"> <li>• Cookie Pack of 12; or</li> <li>• Cookie Pack of 36,</li> </ul> <p>("Eligible Product") from a Participating Subway® Restaurant during the Promotional Period ("Qualifying Purchase").</p> <ul style="list-style-type: none"> <li>• Qualifying Purchases may be made at participating Subway® Restaurants in-restaurant only.</li> <li>• Qualifying Purchases made online via the Subway® App (including Subway Delivers®), online via the Subway® website or via third-party delivery platforms are ineligible.</li> </ul>
<b>How To Enter</b>	<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"> <li>(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: <a href="https://order.subway.com/en-nz/home">https://order.subway.com/en-nz/home</a> (for New Zealand).</li> <li>(2) Make a Qualifying Purchase in accordance with these Terms and Conditions; and</li> <li>(3) Ensure their Subcard® is scanned when making a Qualifying Purchase in-restaurant at the time of completing the transaction.</li> </ol>
<b>Number of Entries</b>	<p>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.</p>
<b>Prize Currency</b>	<p>All prize values are to be considered in local currency: New Zealand – New Zealand Dollar.</p>
<b>Total Prize Pool</b>	<p>The total prize pool in New Zealand is: NZD \$566.00.</p> <p>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.</p>
<b>Prize Details</b>	<p>There are 10 prizes available to be won in this Promotion.</p> <p>Each "Prize" consists of:</p>

	Prize	Value of each Prize in \$NZD	Number of prizes available	Total prize value in \$NZD
	<ul style="list-style-type: none"> <li>1 x Subway® Cookie Beach Towel</li> <li>1 x Cookie Bucket Hat</li> </ul>	\$56.60	10	\$566.00
<b>Prize Draw</b>	<p>This is a game of chance. 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 11 December 2025. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.</p>			
<b>Winner Notification and Redemption</b>	<p>Winners will be notified via the email address registered to their Subcard® account within 6 days of the Prize Draw.</p> <p>Redemption of Prize:</p> <ul style="list-style-type: none"> <li>Winners will be asked to confirm their email address and postal address so that the Promoter can send the Prize.</li> <li>Winners will be requested to provide confirmation within 14 days by responding to the "<b>Confirmation Email</b>". If the winners do not send the Confirmation Email within the required timeframe, the Prize will be placed in the Unclaimed Prize Draw.</li> <li>Promoter will send the Prize by post to winners in New Zealand within 21 days of the Confirmation Email.</li> </ul> <p>Publication of Winners:</p> <p>Winners will have their last name, initial, Suburb, postcode, country of residence published on the Website on 16 December 2025.</p>			
<b>Unclaimed Prize Draw</b>	<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 22 January 2026, 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> <p>Publication of Winners: Winners will have their last name, initial and State/Territory/country of residence published on the Website on 27 January 2026.</p>
<b>Privacy and Personal Information – Collection &amp; Use</b>	<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 ("PI") 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 <a href="https://www.subway.com/en-NZ/Legal/PrivacyStatement-FWH">https://www.subway.com/en-NZ/Legal/PrivacyStatement-FWH</a> . The Privacy Policy also include information about:</p> <ol style="list-style-type: none"> <li>how entrants may to seek access to any personal information that the Promoter holds and seek correction of the information; and</li> <li>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.</li> </ol> <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>

## 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-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 *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 or 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.