

# Subway® Global Status – Rules & Regulations

Dates: May 2<sup>nd</sup> – May 9<sup>th</sup>, 2024

## OFFICIAL RULES

**VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**MANY WILL ENTER. FEW WILL WIN. NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 1. Administrator:** The “Subway® Global Status” contest (the “**Contest**”) is organized and administered by Veritas Communications, 352 King St E, Suite 600, Toronto, Ontario, M5A 0L6 (the “**Administrator**”). Any questions, comments or complaints regarding the Contest shall be directed to the Administrator. The Administrator is fully responsible for the conduct and administration of all aspects of the Contest, including the selection of the winners and distribution of the Prize (defined below). Subway Franchisee Canadian Advertising Trust, 185 The West Mall, Suite 701, Toronto, Ontario, M9C 5L5 (“**SFCAT**”), acts solely as a prize provider in the context of this Contest. Touram Limited Partnership (doing business as Air Canada Vacations) (“**ACV**”) also acts solely as a prize provider in the context of this Contest, which issues the clarifications provided in Appendix A to these Official Rules. SFCAT and ACV may be referred individually and collectively as “**Prize Provider**”. (THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH INSTAGRAM.
- 2. Eligibility:** The Contest is open to legal residents of Canada who have reached the age of majority in their province or territory of residence at the time of entry (each, an “**Eligible entrant**”). Employees, officers and directors of the Administrator, SFCAT, Doctor’s Associates LLC, Franchise World Headquarters, LLC, Subway IP LLC, Subway® Restaurants, Subway® Franchisees, any prize provider, and their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, and suppliers of materials or services related to the Contest (including retailers, fulfillment and marketing agencies) (collectively, the “**Contest Entities**”), and each of their immediate family members (e.g., spouse (including common law spouse), parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, provincial, territorial, and local laws apply. Void where prohibited or restricted by law.

To be confirmed a Winner of a Prize (defined below), the Selected Entrant (defined below) must have a Subway® MVP Rewards account. Opening a Subway® MVP Rewards account is free and can be done by visiting: <https://www.subway.com/en-us/rewards>.

- 3. Contest Period:** The Contest will begin at 12:01 a.m. Eastern Standard Time (“EST”) on May 2<sup>nd</sup>, 2024, and end at 11:59 p.m. EST on May 9<sup>th</sup>, 2024 (the “**Contest Period**”).
- 4. How to Enter the Contest:**

During the Contest Period, Eligible entrants may enter for a chance to win the Prize (defined below) in one of two ways:

- By (i) following @SubwayCanada or @SubwayQuebec on Instagram, and (ii) tagging a friend in a comment under Subway Canada’s Instagram post (or Subway Quebec’s Instagram post) related to the Contest which will be pinned on top of the account during the Contest Period (available at <https://www.instagram.com/subwaycanada>, or <https://www.instagram.com/subwayquebec/>). (“**Social Media Entry**”). In order to do so, entrants must have an Instagram account. Opening an Instagram account is free and can be done by visiting: <https://www.instagram.com>; OR

- By e-mailing an original written essay of at least fifty (50) words about which Globally Inspired menu item they are excited to try to [subwayglobalstatus@veritasinc.com](mailto:subwayglobalstatus@veritasinc.com) with “Subway Global Status” in the subject line, together with the following details in the body of the email: entrant’s full name, date of birth, and address (“**E-Mail Entry**”).

Any reference herein to “Entries”, “any Entry”, “each Entry” and the like shall refer to Social Media Entry and/or E-Mail Entry, as applicable. Each Entry will receive (1) entry to win the Prize.

There is a limit of five (5) Entries in total per person, regardless of the mode of entry. Entries received from the same person or account in excess of the stated limitation will be void. Any attempt by a person to use multiple accounts and/or physical addresses to enter more than permitted may result in disqualification of all Entries submitted by that person, at the sole and absolute discretion of Administrator.

All Entries must be received by May 9<sup>th</sup>, 2024 at 11:59 PM EST. The determinant of time for this Contest will be the computer servers of the Administrator. Proof of transmission of an Entry does not constitute proof of delivery or receipt of an Entry by the Administrator. All Entries become the property of SFCAT and/or the Administrator and will not be acknowledged or returned. No responsibility is assumed by SFCAT or the Administrator for any inability of a potential entrant to successfully enter the Contest for any reason.

**Important:** Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Administrator’ decisions and interpretations, which are final and binding in all matters related to the Contest. For purposes of the Contest, an entrant’s residential address and email address will be the physical address and email address submitted at the time of entry. Entrants will not be allowed to change their physical or email addresses. If an entrant participates in the Contest using a mobile device, message and data rates may apply. Entrants should consult their wireless providers’ pricing plans.

SFCAT and/or Administrator may remove a comment made as a Social Media Entry, and/or disqualify any Eligible entrant if they believe, in their entire discretion, that an Entry fails to comply with the following restrictions (the “Content Restrictions”) : (i) posts/comments, written submissions, pictures and/or videos (each, a “Creative Work”) must not be illegal, defamatory, hateful or in any way obscene or disparaging against SFCAT, ACV and/or the Administrator or any other person, (ii) Entry (including Creative Work) must not contain material that is unlawful, in violation of or contrary to the laws or regulations of any jurisdiction where they are created, and (iii) Entry (including Creative Work) must not contain material that violates or infringes on any third-party rights, including copyright, privacy or publicity rights, or any term of condition of these Official Rules.

The Contest is in no way sponsored, endorsed, or administered by, or associated with, Instagram. Instagram is hereby released of all liability by each entrant to this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Administrator and not to Instagram. Entrants must comply with Instagram’s terms, rules, and policies. By entering the Contest, each entrant acknowledges and agrees that the Contest is in no way sponsored, endorsed, administered by, nor is associated with ACV, its parent company Air Canada or any of its subsidiaries and affiliates, and that Administrator is fully responsible for the conduct and administration of the Contest, including the selection of winner(s) and the distribution of prizes.

5. **Prizes:**

There will be one (1) prize available to be won (the “Prize”) :

Prize consist of the following items:	Average Retail Value (“ARV”)*
One (1) \$10,000 CAD Air Canada Vacations gift certificate, and;	\$10,000

1,000,000 Subway® MVP Rewards Points	\$2,500*
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\* 400 Subway® MVP Rewards points can be redeemed for \$2 Subway® Cash.

The total ARV of the Prizes is \$12,500. All amounts are in Canadian dollars (CAD).

**ACV Gift Certificate Conditions:** ACV Gift Certificate (the “ACV Prize”) is subject to the below terms and conditions:

- The ACV Prize must be accepted as awarded and may be used for products and services of Air Canada Vacations in accordance with and subject to all the relevant terms and conditions applicable at the time of redemption, including Air Canada’s general conditions of carriage publicly available at [www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html](http://www.aircanada.ca/ca/en/aco/home/legal/conditions-carriage-tariffs.html).
- ACV Prize winners and their guests(s) are responsible for any and all costs, surcharges, fees, charges, expenses and taxes not expressly described herein including, without limitation, ground transportation, including to and from the departure point, gratuities, merchandise, telephone calls, personal expenses of any nature for overnight layovers, meals and beverages, service charges, in-flight meals and entertainment, costs incurred to and from departure point, (as the ACV Prize originates and terminates at such departure point), obtaining sufficient personal travel insurance prior to departure, if desired; obtaining and carrying all necessary travel documentation, such as passports and visas, and complying with entry, health, safety, customs and immigrations regulations and requirements. These requirements are subject to change without notice.
- Travel does not qualify for Aeroplan points accumulation or for mileage/points accumulation in any other frequent flyer program.
- ACV Prize winner understands and acknowledges and will ensure that their guest(s) understands and acknowledges the risks related to the spread of infectious or contagious diseases and understand it remains their responsibility to take the necessary precautions applicable to any health hazards, including but not limited to COVID-19.
- No changes permitted to reservations once date of travel is confirmed and tickets have been issued.
- ACV Prize is not transferable, not upgradeable, not refundable and not redeemable for cash. Stopovers and multi-city itineraries are not permitted.

**Subway® MVP Rewards Points Conditions:** Subway® Cash only redeemable at participating Subway® restaurants. No cash value. Use of Subway MVP Rewards Points is subject to and constitutes acceptance of their Terms and Conditions, which may be viewed at .

**General Prize Conditions:** In no event will more Prize than stated in these Official Rules be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prize offered, as set forth in these Official Rules, the Administrator reserves the right to award the intended number of Prize through a random drawing from among all eligible Prize claims received. Limit of one (1) Prize per person during the Contest Period. Prize, or any portion thereof, must be accepted as awarded. No Prize substitution, transfer, splitting, cash equivalent, assignment or exchange will be allowed, except by the Administrator, in its sole and absolute discretion. Prize, or any portion thereof, are non-refundable, not convertible to cash, and cannot be replaced if lost, damaged or stolen. If a Prize, or any portion thereof, cannot be awarded for any reason, the Administrator reserves the right to substitute a prize of equal or greater value (based on the ARV of the Prize as stated in these Official Rules), including without limitation, a cash award, in its sole and absolute discretion.

**Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during Contest Period.

**6. Selection of Winner, Notice to Winner, & Prizing Claiming:**

One (1) random draw will be conducted amongst all eligible entries on May 10, 2024 by 5:00 pm EST in Toronto, ON (the “**Draw Date**”). The selected entrant (1) will have the opportunity to win one Prize, subject to their compliance with these Official Rules (“**Selected Entrant**”).

**Notification of potential winners.** The Administrator will use reasonable efforts to notify Selected Entrant by direct message on Instagram (if they entered via Social Media Entry) or by email (if they entered via E-mail Entry) within twenty-four (24) hours of the Draw Date with instructions on how to claim a Prize.

**Redeeming a Prize.** Selected Entrant is deemed to be a potential winner, pending verification of the entrant’s eligibility and compliance with these Official Rules, as determined by the Administrator, in their sole and absolute discretion. To be confirmed a winner of a Prize, Selected Entrant must: (a) respond to the notification within forty-eight (48) hours from time of its delivery to confirm that the notification has been received, (b) correctly answer (without assistance of any kind, whether mechanical or otherwise) a time-limited mathematical skill-testing question, (c) execute and return within forty-eight (48) hours from the time of receipt a standard declaration and release form (the “**Form**”) releasing the Released Parties (defined below) and consenting (except where prohibited by law) to the use of the winner's name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, entries and/or statements for any future promotional activity related to the Contest, as set out in section 10, and (d) provide Subway® MVP Rewards account details (Opening a Subway® MVP Rewards account is free and can be done by visiting: <https://www.subway.com/en-us/rewards>) (the “**Winner**”).

**Sending the Prizes.** Upon verification of eligibility, Prize, including any portion thereof, will be transferred electronically to Winner’s Subway® MVP Rewards account and the ACV gift certificate will be delivered via mail, within two (2) to four (4) weeks of receiving the duly completed and signed Form, by the Administrator. The Released Parties (defined below) shall not be held responsible for any delays in awarding a Prize for any reason. The Released Parties shall have no liability or obligation concerning any undelivered Prize.

**Forfeiting the Prize.** If a Selected Entrant cannot be contacted, does not respond to the notification, is unable to answer the skill-testing question correctly within the allowed time period, fails to return the Form and any other required documents (i.e. any other required tax-related documents) within the specified time period, is found to be not in compliance with these Official Rules, declines acceptance of a Prize for any reason, or if any document, Prize or notification, is returned as undeliverable, their entitlement to the Prize will be forfeited and, at the Administrator’s sole and absolute discretion, the Prize may be awarded to an alternate entrant,. If the Prize is forfeited for any reason, it may be awarded to an alternate potential winner, in the Administrator’ sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Contest Period, time permitting. If, after a good-faith attempt, Administrator is unable to award or deliver a Prize, the Prize may not be re-awarded. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of a Prize not accepted by a winner will be forfeited.

**Taxes, value and costs.** Winner shall be solely responsible for payment of any and all applicable federal, provincial, territorial and local taxes. ARVs are as of the time these Official Rules were printed and the value of a Prize may fluctuate. Winner is not entitled to any difference between the ARV and the actual value of a Prize at the time the Prize is awarded. All other costs and expenses not expressly set forth herein shall be solely Winner’s responsibility.

7. **Limitation of Liability**: By participating in this Contest, entrants agree that the Administrator, SFCAT, Subway IP LLC, Franchise World Headquarters, LLC, Doctor's Associates LLC., Subway Restaurants®, Subway® Franchisees, Instagram, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, advertising and promotion agencies, and suppliers of materials or services related to the Contest (including retailers, fulfillment and marketing agencies), website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, the "**Released Parties**") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, or undeliverable message/email/text notifications; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, programming, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Contest, each entrant further covenants and agrees to keep harmless and to release from liability Air Canada Vacations, Air Canada, its affiliates and subsidiaries, and each of their respective officers, directors, employees, agents, representatives, subcontractors and affiliates with respect to any claims or actions, losses, fines or legal costs which arise, directly or indirectly in connection with the Contest and the administration thereof, the Contest Prize and any related activity.

BY ENTERING THE CONTEST, EACH ENTRANT AGREES: (I) TO BE BOUND BY THESE OFFICIAL RULES, INCLUDING ENTRY REQUIREMENTS; (II) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THESE OFFICIAL RULES; (III) TO WAIVE ALL OF THEIR RIGHTS TO BRING ANY CLAIM, ACTION OR PROCEEDING AGAINST ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE CONTEST; AND (III) TO FOREVER AND IRREVOCABLY AGREE TO RELEASE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, FINES, PENALTIES, LIABILITY, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) THAT MAY ARISE IN CONNECTION WITH: (A) THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CONTEST-RELATED ACTIVITY OR ELEMENT THEREOF, AND THE ENTRANT'S ENTRIES, PARTICIPATION OR INABILITY TO PARTICIPATE IN THE CONTEST; (B) THE VIOLATION OF ANY THIRD-PARTY PRIVACY, PERSONAL, PUBLICITY OR PROPRIETARY RIGHTS; (C) ACCEPTANCE, ATTENDANCE AT, RECEIPT, TRAVEL RELATED TO, PARTICIPATION IN, DELIVERY OF, POSSESSION, DEFECTS IN, USE, NON-USE, MISUSE, INABILITY TO USE, LOSS, DAMAGE, DESTRUCTION, NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE USE OF A PRIZE (OR ANY COMPONENT THEREOF); (D) ANY CHANGE IN THE PRIZING (OR ANY COMPONENTS THEREOF); (E) HUMAN ERROR; (F) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OF THE RELEASED PARTIES; (G) LOST, LATE, STOLEN, MISDIRECTED, DAMAGED, OR DESTROYED PRIZING (OR ANY ELEMENT THEREOF); OR (H) THE NEGLIGENCE OR WILLFUL MISCONDUCT BY ENTRANT.

If, for any reason, the Contest is not capable of running as planned, the Administrator reserves the right, at their sole and absolute discretion, to cancel, terminate, modify, or suspend the Contest and/or proceed with the Contest, including the selection of a winner in a manner they deem fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension.

**WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING EACH PRIZE, IS PROVIDED “AS IS” WITHOUT WARRANTY, CONDITION, REPRESENTATION OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTIONS LAW IS APPLICABLE TO YOU AND THESE OFFICIAL RULES.**

8. **Choice of Law and Dispute Resolution:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of Ontario and Canada including the procedural provisions of those laws, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. Void when prohibited or restricted by law.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration in accordance with *The Arbitration Act* of Ontario at a hearing to be held in Ontario, Canada. The arbitration will be in the English language and judgment upon an award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The commencement of arbitration proceedings by an aggrieved party to settle disputes arising out of or relating to this Contest is a condition precedent to the commencement of legal action by either party. Each party will be responsible for their own costs in conjunction with the arbitration action. If either party commences action in any court prior to an arbitrator's final decision on the controversy or claim, then the party so commencing the action shall be responsible for all expenses incurred by the parties in the arbitration and the court proceedings whether or not they are the prevailing party. By entering, entrants also submit to the jurisdiction and venue of the courts of competent jurisdiction located in Ontario, Canada.

As a condition of entering this Contest, each entrant agrees that: (a) under no circumstances will the entrant be entitled or permitted to obtain awards for, and the entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney’s fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the Contest or any Prize awarded shall be resolved individually, without resort to any form of class action.

9. **Privacy/Use of Personal Information:** By participating in the Contest, entrant hereby consents to SFCAT’, or authorized agents’ collection, use, and disclosure of entrants’ personal information for the purposes of prize fulfillment. Entrant acknowledges that they have read, understood and accepted the SFCAT’s Privacy Statement located at <http://www.subway.com/en-ca/legal/privacystatement-fwh>. .

Entrants may be offered the optional opportunity to receive coupons, newsletters, informational materials, marketing communications, or other special promotions, or other offers from SFCAT, affiliates within the Subway® Group, the Administrator and/or third-party service providers. Entrants will not be contacted for marketing purposes unless they have provided their express consent.

10. **Publicity Rights:** By participating in the Contest and/or accepting a Prize, each entrant agrees to allow SFCAT, the Administrator, and their respective successors, assigns, licensees and affiliates the perpetual right to use his/her name, address (city and state), biographical information, social handles, photos, picture, portrait, likeness, voice, entries and/or statements regarding the Contest, SFCAT and/or the Administrator for promotion, trade, commercial, advertising, and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation, except where prohibited by law. Entrants hereby release Released Parties from

any liability with respect thereto. Winners will be required to sign a further release regarding the grant of these publicity rights.

11. **Intellectual Property:** All intellectual property, including but not limited to trademarks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations that appear on SFCAT's websites and other sites in connection with this Contest, are owned or controlled by their respective owner. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
  
12. **General Information:** Any attempted form of participation in this Contest other than as described herein is void. The Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Contest. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, accounts, email addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party, or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by the Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an account or email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning accounts or email addresses for the domain associated with the submitted account or email address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ACT OR ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY THE ENTRANT FROM THIS AND FUTURE CONTESTS.**

If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. The Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. We do not guarantee or warrant that any website, files or software of any kind, or from any source, available for downloading or for use in entering the Contest will be free of infection or viruses, worms, Trojan Horses or other code or defects that manifest contaminating or destructive properties. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

13. **Official Rules / Winners List:** This Contest will be run in accordance with these Official Rules, subject to amendment by Administrator. The Official Rules shall govern in the event of any inconsistency with other Contest-related materials. Official Rules are available online at: <https://www.subway.com/en-ca/legal/terms-of-use>. You may also obtain a copy of the Official Rules or Winners list, by sending a self-addressed stamped envelope to Veritas Communications, 351 King St E, Suite 600, Toronto, ON

M5A 0L6 “Official Rules” or “Winners List”. All requests must be received within six (6) months after the end of the Contest Period.

**VOID IN PROVINCES NOT SPECIFICALLY IDENTIFIED IN THE ELIGIBILITY SECTION AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

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