

Subway® Canada Merch Giveaway

August 7, 2025 – August 14, 2025

OFFICIAL RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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

- Sponsor & Administrator:** The Subway® Canada Merch Giveaway (“Program”) is sponsored by Subway Franchisee Canadian Advertising Fund Trust Ltd. (“FAF” or “Sponsor” or “Promoter”) and is administered by Doner North (“Administrator”). This Program is not sponsored, endorsed, or administered by Instagram or TikTok.
- Eligibility:** The Program is offered to legal residents of Canada (excluding Quebec) who are at least 18 years old at the time of entry. Sponsor, Administrator, Prize Provider, and employees of each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”), and each of their immediate family members (e.g., 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.
- Program Period:** The Program will begin at 10:00 a.m. ET on August 7, 2025 and end at 10:00 a.m. ET on August 14, 2025 (“Program Period”).
- How to Enter the Program:** During the Program Period:
 - “Like” the official giveaway post (the “Post”) on the @subway Instagram or TikTok account;
 - Follow @SubwayCanada on Instagram or @Subway_Canada on TikTok; and
 - Tag a friend in the comments section of the Post and comment what swag item you want the most.

Entry Limit: There is no entry limit.

Important: Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor and/or Administrator’s decisions and interpretations, which are final and binding in all matters related to the Program. If an entrant participates in the Program using a mobile device, message and data rates may apply. Entrants should consult their wireless providers’ pricing plans. Entrants must maintain their follow status and keep their accounts public until prize delivery is complete. Accounts that become private or unfollow before prize delivery may result in disqualification.

- Prizes:** The following prizes (each a “Prize” and collectively, the “Prizes”) are available to be won:
 - 1 Sweatsedo (L) (USD \$275.00)
 - 1 Cup Caddy (USD \$24.00)
 - 1 Trucker Hat (USD \$25.00)
 - 1 Vintage T-Shirt (M or L) (USD \$25.00)
 - 1 Vintage T-Shirt (M or L) (USD \$25.00)
 - 1 Old School Hoodie (L) (USD \$50.00)

- **Total Average Retail Value (“ARV”): \$424.00**
- **Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during the Program Period.
- **Limit One Prize per Winner**
- **General Prize Conditions:** In no event will more Prizes than are 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 Prizes offered, as set forth in these Official Rules, Sponsor and/or Administrator reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. Limit of one (1) Prize per person/household. No Prize substitution or exchange will be allowed, except by Sponsor and/or Administrator, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure.

6. **Selection of Winners, Notice to Winners, & Prizing Claiming:** Six winners will be selected at random from all eligible entries received during the Giveaway Period. Winners will be contacted via direct message (DM) on Instagram or TikTok on **Friday, August 15, 2025**. The giveaway post caption will be updated to state: **“GIVEAWAY IS NOW CLOSED | The winner has been contacted via DM.”** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Before being declared a winner, each potential winner must correctly answer, without assistance, a time-limited mathematical skill-testing question administered by Sponsor or Administrator at their discretion. Failure to correctly answer the skill-testing question will result in disqualification. A winner is deemed to be a potential winner, pending verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor or Administrator, in their sole and absolute discretion. A potential winner may be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor and/or Administrator’s sole and absolute discretion. Upon verification of eligibility, each Prize will be mailed to the winner at the physical address (P.O. Boxes are not permitted) provided to Sponsor and/or Administrator. Please allow four (4) to six (6) weeks for Prize delivery. The Released Parties (defined below) shall not be held responsible for any delays in awarding a Prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept a Prize, any winner notification is returned as undeliverable, or any documentation or information is not provided in the time frame given (if applicable), a Prize may be forfeited. If a Prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor and/or Administrator’s sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Program Period, time permitting. If, after a good-faith attempt, Sponsor and/or 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. Each winner shall be solely responsible for payment of any and all applicable federal, provincial, territorial and local taxes on prizes received. Sponsor and/or Administrator may be required to issue tax reporting forms as required by applicable Canadian tax legislation ARVs are as of the time these Official Rules were printed and the value of a Prize may fluctuate. A 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 a winner’s responsibility. Each Prize will only be awarded to a verified winner.

7. Limitation of Liability: By participating in this Program, entrants agree that the Program Entities, Subway IP LLC, Franchise World Headquarters, LLC (“FWH”), Doctor’s Associates LLC., Subway Restaurants®, Subway® Franchisees, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable email/text notifications or postal mail; (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 Program; (vii) except for Quebec residents, any injury or damage, whether personal or property, to entrants or to any person’s computer related to or resulting from participating in the Program and/or accepting a Prize; (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules; and (ix) any force majeure event, including social media platform outages, technical issues, or social media policy changes. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Program, 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 his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; 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 Program, including, but not limited to, any Program-related activity or element thereof, and the entrant’s entries, participation or inability to participate in the Program; (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 Program is not capable of running as planned, Sponsor and/or Administrator reserve the right, at its sole and absolute discretion, to cancel, terminate, modify, or suspend the Program and/or proceed with the Program, including the selection of a winner in a manner it deems 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, except for Quebec residents, everything regarding this Program, including each Prize, is provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

8. **Disputes:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING THESE OFFICIAL RULES AND/OR THE PROGRAM OR THE BREACH OF THESE OFFICIAL RULES 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,
9. **Privacy/Use of Personal Information:** By participating in the Program, entrants hereby consent to Sponsor's, Administrator's or authorized agents' collection, use, and disclosure of entrants' personal information for the purposes of administering the Program and prize fulfillment in accordance with applicable Canadian privacy legislation and applicable provincial privacy laws. Entrants acknowledge that they have read, understood and accepted the Sponsor's Privacy policy located at <https://www.subway.com/en-ca/privacy/privacy-policy>.
10. **Publicity Rights:** To the extent permitted by applicable law, by participating in the Program and/or accepting a Prize, each entrant agrees to allow the Sponsor and/or the Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Program and/or Sponsor 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.
11. **General Information:** Any attempted form of participation in this Program other than as described herein is void. Sponsor and/or 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 Program; 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 Program. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, 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 Program 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 Sponsor and/or 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 Instagram account associated with such entry. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

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. Sponsor and/or 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. All entries and/or materials submitted become the property of Sponsor and/or Administrator and will not be returned. We do not guarantee or warrant that any Websites, files or software of any kind, or from any source, available for downloading or for use in entering the Program 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 Program details contained in these Official Rules and Program 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 Program as set forth in these Official Rules shall prevail.

12. Winners List: Winners will be posted on subway.com/en-ca after all Prizes have been awarded.

13. Program Parties: For clarity purposes the Program parties are defined as follows:

- Sponsor/Promoter: Subway Franchisee Canadian Advertising Trust, c/o DLA Piper, Suite 2700, 10220 103 Ave NW, Edmonton, Alberta, Canada T5J 0K4
- Administrator: Doner North, 351 King St E, Suite 600, Toronto, Ontario M5A 0L6, Canada

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