

Subway® Footlong Nachos Survey 5 x £25 / €25 Amazon Gift Card Prize Draw

Dates 24/07/24-24/08/24

TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED KINGDOM & REPUBLIC OF IRELAND AGED 18+

These are the terms and conditions (“**Terms**”) that apply to the Footlong Nachos Survey 5 x £25 / €25 Amazon.co.uk Gift Card Prize Draw (the “**Prize Draw**”). The Prize Draw is open to UK and Republic of Ireland residents aged 18+ who are invited to complete a Subway® Footlong Nachos survey (the “**Survey**”) between 00:01 on Wednesday 24th July 2024 and 23:59 on Saturday 24th August 2024 (the “**Promotion Period**”). Customers who complete the Survey and agree to these Terms will be entered into the Prize Draw for a chance to win 1 of 5 x £25 / €25 Amazon.co.uk Gift Card (the “**Gift Card**”).

1. Promoter, Administrator, Prize Provider & Prize Fulfilment Agency

The Prize Draw is promoted by Subway Franchisee Advertising Fund Trust B.V., Ijdok 27 – 9th floor, 1013 MM, Amsterdam, The Netherlands (the “**Promoter**”) and is administered by The Nursery Research and Planning Limited, Gladstone House, 77-79 High Street, Egham, Surrey, TW20 9HY (the “**Administrator**”), who is also the prize provider (the “**Prize Provider**”) and prize fulfilment agency (the “**Prize Fulfilment Agency**”).

2. Eligibility

To be eligible to participate in the Prize Draw you must:

- a. Be a legal resident of the United Kingdom or Republic of Ireland and at least 18 years old at the time of entry;
- b. Be invited to complete the Survey;
- c. Complete the Survey during the Promotion Period, which will be accessible via a QR code given with in-store purchases; and
- d. Provide a contact name and email which will be used only for the purpose of contacting you if selected as the Winner of the Prize Draw.

Each eligible entrant is only permitted to enter the Prize Draw once.

Employees of the Promoter, Administrator, Prize Provider, Prize Fulfilment Agency, and employees of each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “**Promotion Entities**”), and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and their respective step family members, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter this Promotion. All local laws apply.

3. Administering the Prize Draw

The Administrator will select the Winner from all eligible entries, this will be done at random by allocating a number to each participant and using a random number generator to select the Winner (the “**Winner**”).

The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.

The selection of the Winner will take place on Wednesday 28th August 2024 and the Winner will be

notified by email from the Administrator on or before Wednesday 4th September 2024. Winner will need to confirm they have received this notification email within 72 hours. Once Winner has confirmed receipt of the notification email in the time provided, they will then be emailed a code to redeem the Gift Card from the Amazon.co.uk website. Amazon Gift Card terms and conditions apply. See Section 5 below.

Administrator and/or Promotor may require Winner to sign a release and/or prize affidavit as a condition of acceptance of the Gift Card.

4. **Limitation of liability**

The Promotion Entities are not responsible for redemption of Gift Card codes that are delayed, incomplete or lost due to technical reasons, network or server issues, or otherwise.

It is the responsibility of each entrant to provide their correct, up-to-date details when entering the Prize Draw. The Promotion Entities are not responsible for entrants failing to supply accurate information which affects verification or delivery of the Gift Card.

By participating in this Prize Draw, entrant agrees that, to the fullest extent permitted under local law, the Promotion Entities, Subway IP LLC (“SIP”), Franchise World Headquarters, LLC (“FWH”), Subway International BV, Subway® stores, Subway® Franchisees, the European Independent Purchasing Company Limited trading as IPC Europe and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfilment and marketing agencies, website providers and each 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 Prize Draw; (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 Prize Draw and/or accepting a Gift Card; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Terms. Further, the Released Parties are not responsible for any unanswered or undeliverable Winner notifications.

By entering the Prize Draw, entrant agrees, to the fullest extent permitted by local law: (i) to be bound by these Terms, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Terms; (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 Prize Draw; 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 Prize Draw, including, but not limited to, any Prize Draw-related activity or element thereof, and the entrant's entry, participation or inability to participate in the Prize Draw; (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 wilful misconduct in connection with the use of the Gift Card or other prize (or any component thereof); (d) any change in the prizes (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 prize (or any element thereof); or (h) the negligence or wilful misconduct by entrant.

Whilst the Administrator will take all reasonable steps to ensure that its obligations in relation to the dispatching of Gift Cards are met, the Administrator shall not be liable in any way for its inability to meet these timeframes resulting from its own business or its supply chain (including third party processors) being affected by Covid-19 infections or related restrictions, or for any other reason outside the Administrator's reasonable control.

Should Covid-19 infections or related restrictions or any other reason outside the Administrator's reasonable control affect the Administrator's ability to meet any of its obligations, the Administrator reserves the right to extend the closing date and/or any other deadlines and/or make any other necessary modifications to the Prize Draw but will use reasonable endeavours to resume the Prize Draw and fulfil its obligations as soon as is reasonably possible after its and/or its third party processors resume business as usual.

5. Terms and Data Protection

In addition, use of the Gift Card is subject to the applicable Amazon.co.uk Gift Card terms and conditions available at <https://www.amazon.co.uk/gp/help/customer/display.html?nodeId=GNG9PXYZUMQT72QK>.

Prize Draw entrants should ensure they are familiar with all applicable terms and restrictions, including any applicable expiry dates.

By participating in the Promotion, participants consent to the collection, use, and disclosure of their personal information to the Promotion Parties and their respective designees and authorised agents for the purposes of administering the Promotion and prize fulfillment. The participant acknowledges that they have read, understood and accepted the Administrator's and Organizer's Privacy Policies, which provide more information about the Administrator's and Organizer's privacy practices and are located at <https://www.the-nursery.net/privacy> for the Administrator and <https://www.subway.com/en-GB/Legal/PrivacyStatement-FWH> for the Organizer.

6. General

The Gift Card is non-transferable and non-exchangeable for any other benefit. The Gift Card must be claimed and used in accordance with these Terms (including the applicable Amazon.co.uk Gift Card terms and conditions referred to above). The Administrator's decision in relation to allocating and issuing the Gift Card is final and binding. Providing your name and email implies acceptance of these Terms. The Administrator reserves the right to cancel, amend, withdraw, terminate or temporarily suspend this Prize Draw in the event of any unforeseen circumstances or technical reason outside its reasonable control, with no liability to any participants or third parties but will use all reasonable endeavours to replace or resume this Prize Draw where possible.

Any attempted form of participation in this Prize Draw other than as described herein is void. The Promoter and/or 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 Prize Draw; to be acting in violation of these Terms; or to be acting in an unsportsmanlike manner or with the intent to

disrupt the normal operation of this Prize Draw.

If it is discovered that a person has entered or attempted to enter 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.

Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by the Promoter and as verified 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 authorised account holder of the email address submitted on the registration form associated with such entry. "Authorised account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organisation (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorised account holder.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTER AND/OR THE ADMINISTRATOR 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 Terms or any word, phrase, clause, sentence, or other portion thereof is held to be 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 Terms valid and enforceable. The invalidity or unenforceability of any provision of these Terms 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 Terms. The Promoter and/or the Administrator's failure to enforce any provision of these Terms 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 the Promoter and/or the Administrator and will not be returned. In the event of any conflict with any Prize Draw details contained in these Terms and Prize Draw 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 Prize Draw as set forth in these Terms shall prevail.

Provided you do not object, if you are a winner, your surname and county of residence will be made available on request to individuals sending a self-addressed stamped envelope to the Prize Fulfilment Agency at Gladstone House, 77-79 High Street, Egham, Surrey, United Kingdom, TW20 9HY. At the time you are notified as being a winner of a prize, you can object to your surname and/or county of residence being made available and you may also request the amount of information being published be reduced.

These Terms are governed by English law and their interpretation and application will be subject to the exclusive jurisdiction of the courts of England and Wales.