

SUBWAY® MILLION SANDWICH GIVEAWAY

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

TO BE ELIGIBLE TO PARTICIPATE AND ENTER FOR A CHANCE TO WIN A PRIZE YOU MUST BE A LEGAL RESIDENT OF ONE OF THE 50 UNITED STATES OR D.C., AGE 18+, AND MUST SATISFY THE OTHER ELIGIBILITY REQUIREMENTS SET FORTH BELOW.

YOUR ENTRY IN THIS PROMOTION MEANS THESE OFFICIAL RULES FORM A BINDING LEGAL CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR YOUR INDEMNIFICATION OF THE SPONSOR AND OTHER PARTIES, THE WAIVER OF THE RIGHTS TO PARTICIPATE IN A CLASS ACTION OR A JURY TRIAL, AND A REQUIREMENT THAT MOST DISPUTES WILL BE SETTLED BY MANDATORY BINDING ARBITRATION.

1. Sponsor and Administrator: The Sponsor of the Promotion is Subway Franchisee Advertising Fund Trust Ltd., located at 325 Sub Way, Milford, CT 06461 (“Sponsor”). The Administrator of the Promotion is Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507 (“Administrator”).

2. Promotion Period: The Subway® Million Sandwich Giveaway (the “Promotion”) begins at 12:01 AM EDT on July 12, 2023 and ends at 11:59 PM EDT on July 31, 2023 or when all available Prizes are issued by Sponsor, whichever comes first (the “Promotion Period”).

3. Eligibility: To be eligible to participate in the Promotion, a participant must, at the time of entry, meet all of the following requirements: (i) be a legal resident of one of the fifty (50) United States or the District of Columbia (“Territory”); (ii) be 18 years of age or older or the age of majority in the entrant’s jurisdiction as of the date and time of participation, whichever is older; and (iii) be a registered user of TikTok (an “Eligible Participant(s)”). If you are not already a registered user of TikTok, it is free to join. Employees, officers, directors and agents of Sponsor, Administrator, any other company involved in the presentation, administration or fulfillment of the Promotion, and their respective subsidiaries, affiliated companies, and divisions (collectively, the “Promotion Entities”) and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible for the Promotion. Void outside the Territory and in Puerto Rico and where prohibited or restricted by law.

This Promotion is in no way sponsored, endorsed, or administered by or associated with TikTok, Inc.

4. How To Participate in the Promotion: During the Promotion Period, Eligible Participants must complete each of the steps below to receive one (1) entry in the Promotion:

- a. Eligible Participants must create a TikTok video about why they love Subway®. The video must comply with the Participation Post Requirements set forth below.
- b. Eligible Participants must then post their TikTok video on their own personal TikTok account (each a “Participation Post”).
- c. After posting a Participation Post, Eligible Participants must then click the link in the Subway TikTok bio which will take them to the online entry form (the “Entry Form”). In order to receive an entry in the Promotion, Eligible Participants must fully complete the Entry Form by providing his/her email address and the URL of their publicly shared Participation Post, and follow the prompts to submit to Administrator a completed Entry Form for its receipt.

Note: Eligible Participants that are selected as Verified Prize Winners (defined below) will also need to provide valid credit card information in order to redeem the Prize (coupon code valid for one (1) free 6” sub) at checkout on subway.com, but no charge will be incurred for redemption of the coupon code for one (1) free 6” sub.

Each Eligible Participant must post a qualifying Participation Post and complete and submit the Entry Form to receive one (1) entry in the Promotion (an “Entry”).

There is a maximum of one (1) entry permitted per person during the Promotion Period.

Sponsor may, in its sole discretion, accept or reject any purported Participation Post that does not include both the video requirements as set forth herein and the Required Hashtags. Purported Participation Posts and/or online registration forms that are incorrect or incomplete, posted or submitted (as applicable) outside the Promotion Period or that do not comply with the Participation Post Requirements set forth below will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported Participation Post. Due to the way TikTok operates its service, Administrator may not be able to view or record purported Participation Posts, receive or send communications, or otherwise detect participation from or interact with potential Eligible Participants who have TikTok account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Eligible Participant will be disqualified and ineligible to receive a Prize. Each Participation Post and Entry Form must be manually key stroked and manually entered by the individual Eligible Participant; automated and/or repetitive submission of Participation Posts or Entry Forms (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

Participation Post Requirements: All Participation Posts must comply with the following restrictions:

- Must be in English, except for commonly understood foreign words;

- Must not include any identifiable person(s), other than the Eligible Participant, without permission from such identifiable person(s);
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights or that constitutes copyright infringement;
- Must be the original work of Eligible Participant;
- Must not contain any music or other audio; may only include original audio or audio owned by the Eligible Participant;
- Must not disparage Sponsor or its products or services, Administrator, or any other person or party;
- Must not compare Subway® branded goods or services to that of any other company;
- Must not feature trademarks, logos, or trade dress owned by any third party or advertise or promote any brand or product of any kind other than the Subway® brand;
- Must not include personally identifiable information (such as the Eligible Participant's address, license plate number or credit card);
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous, or libelous (as determined by Sponsor, at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where Submission is created.

There is no obligation to purchase Subway® products or display Subway® products in the Participation Post. Displaying Subway® products in the Participation Post will not increase your chance of winning.

NOTE: If any purported Participation Post fails to comply with any of the above Participation Post Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right to disqualify the Participation Post and/or the Eligible Participant.

Sponsor's IP: Sponsor grants each Eligible Participant a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Promotion. Eligible Participants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, Eligible Participants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and each Eligible Participant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to Eligible Participants in these Official Rules is transferred or created. Each Eligible Participant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that Eligible Participant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Eligible Participants agree that the use of Sponsor's IP is permitted only for the purpose of making a Participation Post for this Promotion, and that any use of Sponsor's IP (whether in the Participation Post or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Grant of Rights: Submitting a Participation Post constitutes the Eligible Participant's consent to give Sponsor and its designees, licensees, successors and assigns (collectively, "Licensed Parties") a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish, or create derivative works from and display the Participation Post in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes, and that Sponsor may use Eligible Participant's name, Tik Tok account name(s), biographical information, and/or likenesses (including, without limitation, profile photo[s]) in connection with the uses described herein). If requested, Eligible Participant will sign any documentation that may be required for Licensed Parties to make use of the nonexclusive rights participant is granting to use the Participation Post. This license expressly includes a right (but not the obligation) for Sponsor to modify Participation Posts to remove any third party intellectual property or to remove Participation Posts in their entirety. Notwithstanding the foregoing, as a requirement for receiving a prize, all prize winners will be required to transfer complete ownership of the Participation Post to the Licensed Parties to use the Participation Post on an exclusive and royalty-free basis in all media as set forth above.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: Normal Internet access and phone/usage charges imposed by your online/phone service may apply. When you participate in the Promotion via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Promotion. Check your mobile device's capabilities for specific instructions.

5. Prizes: One Million (1,000,000) prizes will be available to be awarded. Verified prize winners ("Verified Prize Winner(s)") will each receive one (1) Subway coupon code valid for a digital order of one 6" Deli Heroes sub (each a "Prize").

Prize is subject to the following terms: Redeemable at participating U.S. restaurants for www.subway.com orders only. One (1) Free 6" Deli Heroes sub. Add-ons add'l. Cannot be

combined with other offers. One (1) use. Void if sold, reproduced or altered, & where prohibited. Expires 8/31/23. Verified Prize Winners will be required to input valid credit card information in order to redeem the coupon code for one (1) the free 6" sub at checkout on subway.com, but there is no cost will be incurred for redeeming the coupon code for one (1) free 6" sub.

Actual retail value of the Prize(s) may vary, including variations based on the Eligible Participants' locations. **Approximate retail value of each Prize is \$7. Total ARV of all Prizes available in this Promotion: \$7,000,000.**

Except as determined by Sponsor in its sole discretion, no substitution of any Prize is permitted, no transfer of Prize to a third party is permitted, and no Prize may be redeemed for cash value.

All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the Verified Prize Winner(s). Prize is nontransferable and may not be substituted or redeemed for cash by Verified Prize Winner. Sponsor reserves the right to substitute the Prize for one of equal or greater value. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion.

6. Winner Selection: Odds of winning a Prize in this Promotion depend on the number of eligible Entries received and an Eligible Participant's timing of participation in relation to other Eligible Participants' participation. Administrator will be the official timekeeper for the Promotion and all decisions by the Administrator regarding the timing of Entries and the order in which they are received will be final and binding. Subject to compliance with these Official Rules, the first one million (1,000,000) Eligible Participants who make a qualifying Entry will qualify to receive a Prize. Potential Prize Winners will be notified that they have been selected to win a Prize both on the online entry form microsite after the Entry Form has been submitted, and via email to the email address provided by the Eligible Participant on the Entry Form.

Eligible Participants selected as winners are limited to one (1) Prize per person for this Promotion. The number of remaining available Prizes may be, but are not obligated to be, periodically communicated throughout the Promotion Period via posts from the @Subway TikTok handle. Verified Prize Winner(s) will be solely responsible for all applicable federal, state and local taxes on Prize(s). Sponsor is not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's control. Potential Prize winners are subject to verification and may be required to sign and return to Sponsor for its receipt within three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited. Any request related to lost, mutilated, missing, unclaimed or stolen Prize(s) must be received within 14 days of notification of winning.

7. Limitations of Liability: By participating in the Promotion, participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Sponsor, Administrator, Franchise World Headquarters, LLC, Subway IP LLC, Doctor's Associates LLC, Subway® Restaurants, Subway® franchisees and employees, officers, directors and agents of each, and any other company involved in the presentation, administration or

fulfillment of the Promotion, and their respective subsidiaries, affiliated companies, and divisions (collectively, the “Released Parties”) assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Promotion; (d) inaccessibility or unavailability of the Internet or the TikTok platform or any combination thereof, or; (e) any injury or damage to a participant's or to any other person's computer which may be related to or result from any attempt to participate in the Promotion. The Sponsor, Administrator, and other Promotion Entities are not responsible for the failure of any order to be received for any reason or for any delay in the processing or failure to process any order or entries. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the order process or the operation of the Promotion; violates these Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any participant who uses or is suspected of using cheating, fraudulent means, unauthorized ordering methods, or otherwise attempts to participate multiple times, or with multiple identities, TikTok accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the TikTok platform that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Promotion in whole or in part. In the event Sponsor experiences a technical failure during admission of the Promotion that causes the Promotion to be suspended, Sponsor shall select a winner(s) by random drawing from all valid entries received up to the point of the technical failure. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE PROMOTION, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, ADMINISTRATOR, AND OTHER PROMOTION ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE PROMOTION; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE- RELATED OR PROMOTION-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY POST(S) OR OTHER ANNOUNCEMENTS RELATING TO THE PROMOTION. THE WINNERS SHALL BEAR ALL RISK OF LOSS OR DAMAGE TO THE PRIZE AFTER THE PRIZE HAS BEEN DELIVERED. SPONSOR, ADMINISTRAOR, AND THE OTHER PROMOTION**

ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Without limiting any other provision in these Official Rules, the Promotion Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply the prize or any part thereof in the event that any of the Promotion activities or Promotion Entities' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Promotion Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE PROMOTION ENTITIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

8. Publicity and Marketing: Participation in the Promotion constitutes permission for the Sponsor and its designees to use the Eligible Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Eligible Participant, and any other elements of Eligible Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, including an Eligible Participant list to be used by Administrator and its partners to re-target participants via email or the Fooji app, unless prohibited by law. Participants agree that Administrator may send the notice to the telephone number a participant provides during the registration process, and Eligible Participants understand notifications may be sent using automatic dialing technology. Eligible Participants understand that they are not required to agree to receive such messages as a condition of participation. In the event there is a discrepancy or inconsistency between disclosures or other statements (in any and all media) contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

9. Privacy Policy: By entering the Promotion, participants agree that any personal information submitted by Eligible Participants may be used and shared subject to the Sponsor's Privacy Statement posted at <https://www.subway.com/en-us/privacy/privacy-policy> and the Administrator's privacy policy posted at <https://www.fooji.com/privacy/>

10. BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER: Except where prohibited by law, as a condition of participating in this Promotion, each participant agrees as follows:

Binding Arbitration Agreement. Except as otherwise stated below, any and all legal issue, claim or dispute arising out of or connected or related in any way to the Promotion, including but not limited to Prize awarded, shall be resolved through final, binding arbitration. Participants specifically agrees that, except as otherwise provided herein, entry into the Promotion waives all rights to bring a lawsuit based on such claim(s) or dispute(s) and the right to have such lawsuit resolved by a judge or a jury.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including JAMS Consumer Arbitration Minimum Standards [available at: <https://www.jamsadr.com/consumer-minimum-standards/>]. If JAMS' criteria are met by the nature of the dispute, the participant agrees that the arbitration shall be conducted under JAMS Streamlined Arbitration Rules & Procedures [available at: <https://www.jamsadr.com/rules-streamlined-arbitration/>]. Judgment upon any arbitration award may be entered in any court of appropriate jurisdiction.

Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, if participant is unable to pay JAMS' costs, Sponsor will pay all arbitration fees and expenses. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then another arbitration administrator will do, to be selected by agreement of the parties.

Neither participant nor Sponsor or Administrator shall be permitted to obtain awards, and all parties hereby waive all rights to claim, punitive, incidental or consequential damages, or

any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Promotion). The parties further waive all rights to have damages multiplied or increased.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both you and us. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of your relationship with us.

Excluded Disputes. Notwithstanding the binding arbitration requirement set forth in this section, participant may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis.

Class Action Waiver. To fullest extent permitted by applicable law, you and we agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION. There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of your relationship with us.

One-Year Time Limit to Raise Disputes or Claims. You agree that any dispute, claim or lawsuit, regardless of form, that may arise out of or related to the Promotion, must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the dispute, claim(s) or lawsuit. After the expiration of the one-year period, such dispute, claim(s) or lawsuit will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

Waiver of Jury Trial. PARTICIPANTS, SPONSOR, AND ADMINISTRATOR HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. We are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Location of Arbitration. Participant may choose to have the arbitration conducted by video conference technology such as zoom, or based on written submissions. Otherwise, the location of the arbitration proceeding shall take place in the city or state where participant resides, unless each party to the arbitration agrees otherwise, or at another mutually agreed upon location.

11. Governing Law: These Official Rules and any disputes between us shall be governed by the laws of the State of Connecticut without giving effect to any choice of law or conflict of law rules (whether of the State of Connecticut or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Connecticut.

12. Severability: If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

13. Winners List: For a winners' list, no later than 60 days after the close of the Promotion, send an email request with the name of the Promotion to hello@fooji.com or mail your request together with a self-addressed stamped envelope to Subway Summer Promotion Winner's List Administrator at the address noted in Section 1 above.

Questions? If you have any questions, you may contact us at help@fooji.com.

Subway® is a registered trademark of Subway IP LLC. All rights reserved.