

**Subway® Lunchtime Horrors Promotion
Official Rules**

- **NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND DOES NOT INCREASE YOUR CHANCES OF WINNING**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **ELIGIBILITY:** The Subway® Lunchtime Horrors Promotion (“Promotion”) is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older as of date of entry. Employees, officers and directors of Subway Franchisee Advertising Fund Trust Ltd. (“Sponsor”), Subway® restaurants, Subway® franchisees, FleishmanHillard Inc., Realtime Media LLC (“Administrator”), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Promotion Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Promotion or win a prize. For purposes of this Promotion, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. All federal, state, and local laws and regulations apply. By participating in the Promotion, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Promotion, selection of the winners, and Sponsor’s exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **TIMING:** The Promotion begins at 12:00 p.m. (noon) Eastern Time (“ET”) on October 12, 2026 and ends at 11:59 p.m. ET on October 16, 2026 (the “Promotion Period”). The Promotion is comprised of five (5) separate entry periods (each, an “Entry Period”), as set forth below (all times ET):

Entry Period	Start Date and Time	End Date (at 11:59 p.m.)	Random Drawing Date
1	October 12, 2026 at 12:00 p.m. (noon)	October 12, 2026	October 13, 2026
2	October 13, 2026 at 12:00 a.m. (midnight)	October 13, 2026	October 14, 2026
3	October 14, 2026 at 12:00 a.m. (midnight)	October 14, 2026	October 15, 2026
4	October 15, 2026 at 12:00 a.m. (midnight)	October 15, 2026	October 16, 2026
5	October 16, 2026 at 12:00 a.m. (midnight)	October 16, 2026	October 19, 2026

Non-winning entries **do not** carry forward into subsequent Entry Periods. The designated computer clock of the Administrator is the official time-keeping device in the Promotion.

3. **HOW TO ENTER:** During an Entry Period, visit <https://LunchtimeHorrors.com> (“Website”) and complete and submit the registration form, including your full name, address (no P.O. Boxes), email address, and date of birth. After registering, or submitting a valid e-mail address on subsequent days, follow the on-screen instructions to submit a short essay, must be a minimum of 50 characters and not to exceed 500 characters describing a bad lunch you have experienced (“Essay”). Upon submission of your Essay, you will automatically receive one (1) entry into the applicable Entry Period. Essays are for entertainment purposes, and the quality of an Essay does not impact your chances of winning. Essays must meet the Content Restrictions set forth below.

The Promotion Parties are not responsible for technical difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information.

LIMIT: One (1) entry per person per Entry Period. Attempts made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. Essays and/or entries generated by artificial intelligence, script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limit, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive, or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion. Those who do not follow all directions, provide the required information on their registration form, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Registrations submitted by those who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. In the event of a dispute over the identity of the person who submitted an entry, the entry will be deemed made by the registered account holder of the email address submitted on the associated registration form, provided that person is eligible. Any potential winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses. In the event that a dispute regarding the identity of the individual who submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

Content Restrictions: Essays may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory toward any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
 - Promotes illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
 - Is obscene or offensive; endorses any form of hate or hate group;
 - Defames, misrepresents or contains disparaging remarks about other people or companies;
 - Contains trademarks owned by others (other than the Sponsor), without permission;
 - Contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses;
 - Contains copyrighted materials owned by others without permission;
 - Contains any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
 - Is not written in the English language;
 - Communicates messages inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
 - Violates any law.
4. **RANDOM DRAWINGS:** On or about each of the Random Drawing Dates set forth in Section 2 above, the Administrator will conduct a random drawing to select one thousand (1,000) potential winners from among all eligible entries received in accordance with these Official Rules for the applicable Entry Period.
5. **ODDS:** Odds of winning a prize depend on the total number of eligible entries received during the applicable Entry Period.
6. **WINNER NOTIFICATION/PRIZE CLAIMING:** Each potential winner is subject to verification of eligibility and compliance with these Official Rules. Each potential winner will be notified via email using

the information provided on the registration form. The Promotion Parties are not responsible for and shall not be liable for incorrect, changed, or illegible contact information or for electronic communications that are undeliverable as a result of any form of active or passive filtering, or insufficient space in entrant's email or other account to receive messages. Promotion Parties are not responsible for late, lost, intercepted, misdirected, or unsuccessful efforts to notify a potential winner. Notification is deemed to have occurred immediately upon the sending of an email. If any notification is returned as rejected, faulty, unclaimed or returned as undeliverable to a potential winner; or if any potential winner cannot be contacted within a reasonable time period and/or is ineligible or otherwise fails to fully comply with these Official Rules; such potential winner will be disqualified and an alternate winner will be selected at random from among all remaining eligible entries received for the applicable Entry Period, up to three (3) alternates, after which the applicable prize will remain un-awarded. A potential winner becomes a "winner" only after verification of eligibility by Sponsor.

No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of prizes available in an Entry Period as set forth in these Official Rules, the winners may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

7. PRIZES/PRIZE RESTRICTIONS:

Five Thousand (5,000) Prizes – One Thousand (1,000) per Entry Period: Each prize is a \$15 digital Subway® Gift Card. Gift card terms and conditions apply. The Released Parties (as defined below) are not responsible for and will not replace any lost, mutilated or stolen Subway® Gift Cards. Subway® Gift Cards are issued by Value Pay Services, LLC ("VPS"), a third-party service provider. Use of a Subway® Gift Card is subject to and constitutes acceptance of the Subway® Card Terms and Conditions which may be viewed at <https://www.subway.com/en-us/legal/subway-card>. Each winner of a Subway® Gift Card should carefully read the Subway® Card Terms and Conditions. The approximate retail value ("ARV") of each prize is \$15.

The total ARV of all prizes available in an Entry Period is \$15,000. The total ARV of all prizes available in the entire Promotion is \$75,000.

Prizes are non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and are subject to applicable rules and restrictions. In the event that Sponsor is unable to provide a prize or prize component, the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Each winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prize received, regardless of whether it, in whole or in part, is used. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Promotion Parties are not responsible for and will not replace any lost, mutilated, or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed email address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Promotion Parties will have no further obligation with respect to that prize or portion of the prize. Sponsor will attempt to fulfill all properly-claimed prizes via email to the email address provided on the registration form within approximately two (2) to four (4) days after winner verification.

- 8. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Promotion Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or

hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prizes to the winners. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of winner's name, likeness or voice under contract, tort, or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion or prize. Sponsor additionally reserves the right, in its sole and absolute discretion to modify, suspend or terminate the Promotion should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion.

- 9. CONDUCT:** The Promotion Parties are not responsible for the actions of entrants in connection with the Promotion, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Promotion. The Promotion Parties reserve the right, at their sole discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person, or to be tampering with the entry process or the operation of the Promotion, and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. WAIVERS AND DISCLAIMERS:** The Promotion Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, entries, Essays, URLs, or emails; (b) any incorrect or inaccurate registration information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries, essays, and/or registrations at any point in the operation of this Promotion; (d) 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, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of registrations, entries, and/or Essays, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion

to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will permit all non-suspect, eligible entries received in the applicable Entry Period up to the time of such action, but any entries submitted after the time of such action will not be considered.

11. RELEASES: All entrants, as a condition of participation in this Promotion, release, discharge, indemnify and hold harmless the Promotion Parties, Subway® Restaurants, Subway® franchisees, Doctor's Associates LLC, Franchise World Headquarters, LLC ("FWH"), Subway US IP Holder LLC ("SIP"), each of their respective parent companies, affiliates, retailers, distributors, subsidiaries, and advertising/promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Promotion (including travel to/from any Promotion activity), (ii) the receipt, ownership, use or misuse of a prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotion activity and/or prize.

12. GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Connecticut, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, 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; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

13. DISPUTE RESOLUTION: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of Connecticut, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of Florida. The federal or

state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of Florida. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

- 14. ENTRY INFORMATION AND PROMOTION COMMUNICATIONS:** As a condition of entering the Promotion, each entrant gives consent for Sponsor to obtain and deliver his or her name, address, and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations, and rules. Any information an entrant provides to Sponsor may be used to communicate with the entrant in relation to this Promotion or on a Promotion winner's list. By participating in the Promotion, entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.subway.com/en-us/privacy/privacy-policy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 15. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 16. WINNERS LIST:** To receive a list of the names of the winners, send a #10 self-addressed, stamped envelope for receipt by December 16, 2026 to: Subway Lunchtime Horrors Promotion (13228) - Winners List Request, c/o Realtime Media, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.
- 17. SPONSOR:** Subway Franchisee Advertising Fund Trust Ltd1 Corporate Drive, Suite 1000, Shelton, CT 06484. Reference to third parties in connection with the prize and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Promotion.
- 18. ADMINISTRATOR:** Realtime Media LLC, 2460 General Armistead Ave, Suite 209, West Norriton, PA 19403.

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