

## **Subway® Middle Seat Program**

### **Official Terms and Conditions**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. INTERNET ACCESS AND A VALID E-MAIL ACCOUNT AND MOBILE PHONE NUMBER ARE REQUIRED. A MOBILE DEVICE WITH SMS CAPABILITY MAY BE USED TO PARTICIPATE.** Standard data and messaging rates may apply to participate in the Program via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

#### **1. AGREEMENT TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS**

By participating in the Subway® Middle Seat Program (the “**Program**”), you are signifying your agreement that you have read and agree to be legally bound by these Official Terms and Conditions (the “**Terms and Conditions**”).

#### **2. ELIGIBILITY**

Participation in the Program is only open to legal residents of the fifty (50) United States and the District of Columbia eighteen (18) years of age or older at the time of participation (each, a “**Participant**” or “**you**”).

Employees, representatives, directors, or officers of Subway Franchisee Advertising Fund Trust Ltd. (the “**Sponsor**”), Snipp Interactive Inc. (the “**Administrator**”), Subway® Restaurants, Subway® franchisees, Doctor’s Associates LLC, Franchise World Headquarters, LLC, Subway US IP Holder LLC, and their affiliated and related companies (including their respective parent, sister, and subsidiary companies, advertising and promotional agencies, or any entity involved in the development or administration of the Program (collectively, the “**Released Parties**”)), and members of their immediate family or household, are not eligible to participate.

If it is discovered that a person has attempted to use multiple identities, phone numbers, email addresses, or automated methods to participate, such person may be disqualified in the sole discretion of the Sponsor.

#### **3. THE PROGRAM**

Sponsor is offering eligible Participants the opportunity to receive one (1) twenty-dollar (\$20) Subway® Digital Gift Card (the “**Gift Card(s)**”) by submitting one (1) valid photo of themselves seated in a middle seat on a commercial passenger aircraft (any airline, any row, and any cabin class), taken on January 27, 2026. A total of seven hundred thirty-seven (737) Gift Cards are available during the Program on a first-come, first-served basis, while supplies last.

Limit one (1) Reward per person/email address/phone number for the entire Program.

#### **4. PROGRAM PERIOD AND KEY DATES**

The Program is scheduled to begin on January 27, 2026, at 12:00:01 a.m. Eastern Time and end on January 27, 2026, at 11:59:59 p.m. Eastern Time, or once all available Gift Cards have been distributed, whichever is earlier (the “**Program Period**”). All photo submissions must be received during the Program Period to be eligible. Sponsor reserves the right to modify or terminate the Program at any time.

## 5. HOW TO PARTICIPATE

Participants may participate in the Program by: (A) Visiting [www.SubwayMiddleSeat.com](http://www.SubwayMiddleSeat.com) (the “**Program Site**”) during the Program Period; (B) Completing registration with true and accurate information (including First Name, Last Name (no initials), E-Mail address, Date of Birth and Phone Number) and completing SMS-based two-factor authentication; (C) taking one (1) photo of themselves seated in a middle seat on an airplane (png, jpeg, pdf, and tiff file types with a maximum file size of 10MB) and uploading to the Program Site and (D) following the on-screen instructions to submit the photo and complete registration for the Program.

To be eligible, the submitted photo must clearly demonstrate that the Participant is seated in a middle seat on an airplane. Without limitation, the photo must reasonably show:

- The Participant seated in the middle seat position, between two adjacent seats;
- The surrounding row and seat area such that it is apparent the Participant is in a middle seat; and
- Visibility of both armrests or the seats on either side of the Participant

The Participant’s face is not required to be visible, provided the photo otherwise clearly verifies the middle-seat position.

Photos may be taken onboard the aircraft either before takeoff or during the flight, provided the image clearly verifies that the Participant is seated in a middle seat.

Photos that do not clearly demonstrate the required middle-seat position, as determined by the Administrator in its sole and absolute discretion, will be deemed invalid.

Only one (1) photo per person will be considered valid. Additional submissions will be deemed duplicates and invalid.

Only Participants who are verified as eligible to receive a Gift Card will receive a Gift Card on a first-come, first-served basis. Registration at the Program Site is required for fulfillment, and Gift Cards are sent via email within forty-eight (48) hours after successful verification.

## 6. PROCESSING OF SUBMISSIONS

Submitted photos will be reviewed by or on behalf of the Administrator. Processing time may vary.

Submissions are deemed received at the time they are successfully uploaded to the Program Site, as determined by the Administrator’s systems.

Participants will be notified via email whether their submission has been validated, rejected as invalid, or rejected due to Reward inventory exhaustion. It is the Participant’s responsibility to monitor their email inbox(including span or junk folders).

Submissions must not contain any content that is obscene, offensive, profane, sexually explicit, violent, defamatory, or otherwise inappropriate, as determined by the Sponsor or Administrator in their sole and absolute discretion. Any submission containing such content will be deemed invalid.

## **7. VERIFICATION**

All photo submissions and Participants are subject to verification at any time.

Validation may include:

- Review of image metadata, where available, to confirm the photo was taken on January 27, 2026; and/or
- Visual assessment for plausibility and consistency with typical airplane middle-seat configurations where metadata is unavailable (e.g., screenshots or edited images).

Metadata is used solely for validation purposes and is not retained or reported. The Administrator's determination of validity is final and binding.

In the event of a dispute regarding who submitted an image, the Sponsor reserves the right, in its sole and absolute discretion, to deem the image to have been submitted by the authorized account holder of the e-mail address submitted at the time of submission. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g., business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or a cell phone number by a participating cellular carrier. A Participant may be required to provide proof (in a form acceptable to the Sponsor and Administrator – including, without limitation, government-issued photo identification) that he/she is the authorized account holder of the email address associated with the image in question.

## **8. DISTRIBUTION OF GIFT CARDS**

Participants who are eligible to receive a Gift Card will receive an email from the Administrator with instructions on how to redeem their Reward, including by clicking on a provided link (the "**Instructions**"). The Email shall be delivered to the email address Participant provided during registration. Allow at least 48 hours from successful validation of Submission for delivery of the Instructions. All Gift Cards qualify as "loyalty, award, or promotional gift cards" for the purposes of the Credit Card Accountability Responsibility and Disclosure Act. No responsibility is assumed by the Released Parties for any emails that are undeliverable or for any communication after the Instructions have been sent to the Participant. Gift Cards must be redeemed in accordance with these Terms and Conditions and the Instructions. To use the Gift Card, follow the Reward Instructions provided in the Email communication. Gift Cards are subject to the Subway® Gift Card Terms & Conditions available at: <https://www.subway.com/en-us/legal/subway-card>.

## **9. PRIVACY**

By participating in this Program, each Participant expressly consents to the Sponsor, Administrator, and/or their agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Program and in accordance with Sponsor's privacy policy (available at: <https://www.subway.com/en-us/privacy/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

Submitted photos are used solely for Program administration and validation and will not be shared, published, or reused for marketing purposes. Other passengers may appear incidentally in submitted photos. The Program does not request, collect, or verify the identity of any third parties appearing in images.

## **10. MODIFICATION AND/OR TERMINATION OF PROGRAM**

Sponsor reserves the right to modify the Program, including without limitation these Terms and Conditions, at any time, with or without notice. Continued participation in the Program after such action by Sponsor constitutes acceptance of any modification to the Program, including changes to the Terms and Conditions. Sponsor in its sole discretion reserves the right to shorten, extend, suspend, modify, or cancel the Program (including the Program Period and the scheduled begin date and end date) at any time, and for any reason.

Further, and without limiting the generality of the preceding paragraph, the Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Program (or to amend these Terms and Conditions) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Program as contemplated by these Terms and Conditions, including, without limitation, any error(s), problem(s), computer virus(es), bug(s), tampering, unauthorized intervention, fraud or failure(s) of any kind. Any attempt to undermine the legitimate operation of this Program in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Program, or to amend these Terms and Conditions, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind.

## **11. GENERAL CONDITIONS**

All submissions become the property of the Sponsor. This Program is subject to all applicable federal, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all Participants without right of appeal.

**ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S OR ADMINISTRATOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS AND CONDITIONS FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR OR ADMINISTRATOR AT ANY TIME.**

The Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Terms and Conditions. The Sponsor and Administrator reserve the right to refuse participation to any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In their sole and absolute determination, the Sponsor and Administrator may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's submission(s).

The Released Parties will not be liable for: (i) any failure during the Program; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Receipt Image and/or other information to be received, captured, recorded or otherwise function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a Participant's or any other person's cell phone, computer or other device related to or resulting from participating in the Program; (v) anyone being incorrectly and/or mistakenly identified as having a valid receipt or having fulfilled the purchase requirement; and/or (vi) any combination of the above.

All Participants, as a condition of participation in this Program, agree to release, hold harmless and indemnify the Released Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, 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 Program, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Terms and Conditions.

## **12. DISPUTES**

Each Participant agrees and consents that any claim, controversy, or dispute related to or arising out of the Program or any Reward awarded, whether based in contract, tort, statute, or other legal theory ("Disputes"), will be resolved by binding arbitration before a single arbitrator as described below. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability, or formation of this agreement to binding arbitration, including, but not limited to, any claim that all or any part of this arbitration agreement is void or voidable. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of the Participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, 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.

The arbitrator shall be empowered to grant whatever relief would be available in a court under the law or in equity. If a Participant is a California resident, requests for public injunctive relief, if any, shall be decided by a court, not an arbitrator, and that request for public injunctive relief shall be severed from any arbitration proceeding and stayed pending a final determination of the arbitration. Nothing in this arbitration agreement shall be construed as a waiver of either party's right to seek public injunctive relief, and Participant agrees to cooperate to effect the stay of any requests for public injunctive relief.

Arbitration proceedings must be initiated within one (1) year after any Dispute arises; otherwise, the Dispute is permanently barred.

Any and all actions taken under this arbitration agreement are confidential and must not be disclosed to any third party. This arbitration agreement applies to the Participant.

Any arbitral award will be final and binding and may be enforced by any court of competent jurisdiction. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, but in no event attorneys' fees and under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

The arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the AAA Consumer Arbitration Rules, which are available at <https://www.adr.org/Rules>. All AAA arbitration proceedings will be held virtually or in a location reasonably convenient to both parties, consistent with the AAA's Consumer Arbitration Rules.

Participant understands that, absent this mandatory provision, they would have had a right or opportunity to litigate Disputes through a court, to have a judge or jury decide their case, and to participate in a class

action or other proceeding involving multiple claimants, but they have instead chosen to have all Disputes decided through individual arbitration. The parties further understand that the right to discovery may be more limited in arbitration than in court.

**Class Action and Class Arbitration Waiver.** Participants agree that any arbitration shall be conducted in their respective individual capacity only and not as a class action, and Participants expressly waive their respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration agreement set forth in this section shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

### **13. SEVERABILITY**

If the application of any provision of these Terms and Conditions to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Terms and Conditions, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Terms and Conditions shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. These Terms and Conditions cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor.

**SPONSOR:** Subway Franchisee Advertising Fund Trust Ltd. ("SFAFT"), 1 Corporate Drive, Suite 1000, Shelton, CT 06484.

**ADMINISTRATOR:** Snipp Interactive Inc., 6708 Tulip Hill Terr, Bethesda, MD 20816.