

SUBWAY® FRESH START CHALLENGE SWEEPSTAKES

Privacy Statement: March 3, 2014

Subway Franchisee Advertising Fund Trust, Ltd. (“SFAFT”) on behalf each of the Designated Market Area (“DMA”), which consists of the following eight (8) markets: Kansas City, MO (Mkt 027); Springfield, MO (Mkt 085); St. Joseph, MO (Mkt 181); Joplin, MO (Mkt 113); Little Rock, AK (Mkt 058); Ft. Smith and Fayetteville, AK (Mkt 162); Jonesboro, AK (Mkt 172); and Topeka, KS (Mkt 131), is the Sponsor (“Sponsor”) of the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES** (“Sweepstakes”). Whereas SFAFT is the Sponsor of the Sweepstakes, the Administrator (“Administrator”), The Summit Group (“TSG”) is running and administering the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES**.

The Administrator and Sponsor, values your privacy and wants to give Entrants the opportunity to know what Personal Information is collected about them, and that it is protected, used, disclosed, and otherwise managed in conformance with applicable law. This Privacy Statement applies to the collection of Personal Information **solely** in connection with the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES**.

In an effort to comply with the law and our commitment to protect your Personal Information, TSG encourages you to review our website Privacy Policy, which discloses our full privacy practices and procedures. For your convenience, TSG has provided our website Privacy Policy link below:

TSG: <http://summitslc.com/privacy.html>

The **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES** Privacy Statement does not govern the privacy practices and procedures of independently owned and operated SUBWAY® Restaurants. Nor does the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES** Privacy Statement govern the Personal Information handling practices and procedures of the FAF Group, which includes, but is not limited to: SFAFT. The FAF Group administers national and local advertising funds and activity for SUBWAY® restaurants and SUBWAY® franchisees worldwide. The SUBWAY® Group, which includes, but is not limited to: Franchise World Headquarters LLC (“FWH”), which operates as a service-oriented company for and on behalf of the SUBWAY® System worldwide by providing core business related services to the SUBWAY® franchising entities, Doctor’s Associates Inc (“DAI”), which owns and licenses the SUBWAY® trademark and SUBWAY® Restaurant System to its affiliates in order to develop SUBWAY® restaurants worldwide, and is the franchisor for the United States. SFAFT encourages you to review FWH and DAI’s respective website Privacy Statements which discloses each companies full privacy practices and procedures. For your convenience, SFAFT has provided a link to FWH and DAI’s individual online Privacy Statements below:

FWH: <http://www.subway.com/subwayroot/PrivacyPolicy-FWH.aspx>,

DAI: <http://www.subway.com/subwayroot/PrivacyPolicy-DAI.aspx>,

To find out more about SFAFT’s privacy practices and procedures, please see our online Privacy Statement located at: <http://www.subway.com/subwayroot/PrivacyPolicy-SFB.aspx> which discloses SFAFT’s full online privacy practices and procedures.

Introduction:

TSG is an agency that assists other businesses in promoting their products and services, such as, operating sweepstakes, contests, and promotions. Specifically, SFAFT hired TSG to run and administer this Sweepstakes. TSG’s role is limited to conducting the winner selection for all prizes in the Sweepstakes, as well as being the prize fulfiller for certain prizes for this Sweepstakes and to notify prize winners by sending a separate email (or contacting winner’s via telephone) to each prize winner in this Sweepstakes. The **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES** gathers Personal Information from those individuals who choose to enter the Sweepstakes and may also gather anonymous data regarding the Sweepstakes itself. TSG and SFAFT take its privacy obligations both to its clients and to the entrants who enter this Sweepstakes very seriously.

Purpose

This Privacy Statement outlines the treatment of Personal Information collected from Entrants **solely** in connection with the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES**.

Personal Information Collected

The Administrator and/or the Sponsor may collect Personal Information, which may include, but is not limited to: name (full name or first initial and last name), maiden name, nickname, email address, home address, home postal code, home telephone number, mobile telephone number, date of birth, Social Security Number and/or Identification Number, photographic images (especially of face or other identifying characteristics, or other identifying characteristics such as eye, skin, and hair color, facial features, and personal marks such as tattoos, birthmarks, moles and scars) and video or voice recording.. This Personal Information is only collected when volunteered by the Entrant. Upon entering your Personal Information for the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES**, you may have the opportunity to **Opt-in** (*which may require Entrants express consent*) and receive specific information or materials, such as, a coupon, newsletter, informational materials, marketing communications, or other special promotions or offers, from the FAF Group, the SUBWAY® Group, or our third party service provider (located in the United States of America), who are contractually obligated to provide the same level of guarantees regarding the confidentiality and security of your Personal Information, as well as, to allow for oversight, monitoring, and auditing of the services being provided.

Non-Personal Information

The Administrator and/or the Sponsor may also collect Non-Personal Information, such as Internet Protocol (IP) addresses, "cookies," and Internet tags and navigational data (server log files). "Cookies" are small pieces of information that are stored by your web browser software on your computer's hard drive or temporarily in your computer's memory. The use of cookies is now an industry standard and users will find them on most major websites. The Administrator and/or the Sponsor may place and store Internet cookies on the Entrants hard drive. Cookies can save any of the types of information noted above. Although most web browsers are initially set up to accept cookies, if you prefer, you can decline the placement of a cookie on your hard drive by using the appropriate feature(s) of your web browser software (if available) to delete the cookie.

Mobile Information

The Administrator and/or the Sponsor use a variety of new technologies and Social Media options to communicate and interact with consumers. These websites and mobile applications include popular social networking and media sites, such as, Twitter and Facebook. If you post updates to or receive updates from, and other social networking websites, during the Sweepstakes Period via SMS from your wireless phone, your wireless-service provider may charge you for each text message you send and receive. You must consult your wireless service provider regarding its pricing plans, as rates may vary. Use of third-party social networking websites, such as, Twitter and Facebook, are governed by the privacy practices of those websites. Neither, the Administrator and/or the Sponsor, captures or stores your login information or any other Personal Information for Twitter, Facebook, and any other social networks, however, session information or cookies may be stored on your wireless phone, by their websites.

Social Media

Please note, if the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES** is being run via a Social Media Platform(s) such as, but not limited to: Facebook, Instagram, Pinterest, Twitter, etc., all Entrants acknowledge that the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES** is in no way sponsored, endorsed, administered by, or associated with the Social Media Platform(s) and to the full extent permitted by law, the Social Media Platform(s) will not be liable to any Entrant in respect to any claim whatsoever including, but not limited to: any loss, damage or injury, or for any physical or mental injury suffered by any Entrant for any reason, as a result of, or in connection with the **SUBWAY® FRESH START CHALLENGE SWEEPSTAKES**.

Special Note about Children

The SUBWAY® FRESH START CHALLENGE SWEEPSTAKES is not targeted towards children under the age of thirteen (13). We do understand that children may try to enter the SUBWAY® FRESH START CHALLENGE SWEEPSTAKES and in so doing may voluntarily provide us Personal Information. If you are a child under the age of thirteen (13), **PLEASE DO NOT** submit any Personal Information for this Sweepstakes. If you still choose to enter the SUBWAY® FRESH START CHALLENGE SWEEPSTAKES, the Administrator and the Sponsor ask you not to enter the Sweepstakes without getting permission from your parent(s) or guardian(s) first.

Children's privacy is very important to the Administrator and Sponsor. SFAFT, an affiliate of the SUBWAY® Group, whose servers are located in the United States, adheres to the United States Children's Online Privacy Protection Act ("COPPA"). The Federal Trade Commission ("FTC") has the authority to issue regulations and enforce COPPA, which applies to websites and online services operated for commercial purposes that are directed at, and are collecting Personal Information from children under thirteen (13) years of age. COPPA explains what a website operator must include in their Privacy Statement, what responsibilities a website operator has to protect children's privacy and safety online, including restrictions on marketing to those under thirteen (13) years of age, it also requires that we inform parents and/or legal guardians how we collect, use, and disclose Personal Information from children under thirteen (13) years of age, as well as, how to obtain verifiable consent from a parent in order for children to use certain features of on a website. The Administrator and/or Sponsor will not knowingly allow anyone under thirteen (13) years of age to provide us with any Personal Information about themselves (such as their names, e-mail address, and phone number) over the Internet. If a child has provided the Administrator and/or Sponsor with Personal Information without the consent of a parent, we ask the parent of that child to contact TSG's Privacy Officer immediately at: privacyofficer@summitslc.com or SFAFT's Privacy Officer at: faprivacyofficer@subway.com. We will use all reasonable efforts to promptly delete the child's information from our servers. Please note, that when we use the term "parent", we mean to include legal guardians.

Your California Privacy Rights (As provided by California Civil Code Section 1798.83)

A California resident who has provided personal information to a business with whom he/she has established a business relationship for personal, family, or household purposes ("California customer") is entitled to request information about whether the business has disclosed personal information to any third parties for the third parties' direct marketing purposes. In general, if the business has made such a disclosure of personal information, upon receipt of a request by a California customer, the business is required to provide a list of all third parties to whom personal information was disclosed in the preceding calendar year, as well as a list of the categories of personal information that were disclosed. However, under the law, a business is not required to provide the above-described lists if the business adopts and discloses to the public (in its privacy policy) a policy of not disclosing customer's personal information to third parties for their direct marketing purposes unless the customer first affirmatively agrees to the disclosure, as long as the business maintains and discloses this policy. Rather, the business may comply with the law by notifying the customer of his or her right to prevent disclosure of personal information and providing a cost free means to exercise that right.

TSG's Security

TSG endeavors to protect your Personal Information using physical, electronic or procedural security measures appropriate to the sensitivity of the information in its control. These measures include safeguards to protect Personal Information against loss or theft, as well as unauthorized access, disclosure, copying, use and modification. TSG safeguards your Personal Information on the Internet by using industry-standard practices. Although "guaranteed security" does not exist either on or off the Internet, TSG makes commercially reasonable efforts to make the collection and security of such information consistent with its Privacy Policy and all applicable laws and regulations. TSG maintains physical, electronic and procedural safeguards as appropriate to safeguard your Personal Information.

SFAFT's Security

We endeavor to protect your Personal Information using physical, electronic or procedural security measures appropriate to the sensitivity of the information in our control. We safeguard your Personal Information on the Internet by using industry-standard practices. Although "guaranteed security" does not exist either on or off the Internet, we make commercially reasonable efforts to make the collection and security of such information consistent with our Privacy Statement and all applicable laws and regulations.

Currently, our website utilizes a variety of different security measures designed to protect Personal Information by users both inside and outside SFAFT, including the use of encryption mechanisms (e.g., Secure Socket Layers or SSLs), password protection, and other security measures to help prevent unauthorized access to your Personal Information. This helps maintain the confidentiality, privacy, and integrity of your transactions, and helps to protect your confidential information - such as, credit card numbers, online forms, and financial data from loss, misuse, interception and hacking.

TSG's Storage, Retention, and Accuracy of Personal Information

TSG ensures that Personal Information is safeguarded against loss, access, use, modification, disclosure or other misuse. All reasonable steps are taken to prevent unauthorized use or disclosure of your Personal Information.

TSG may retain the Personal Information of all entrants for up to 2 years subject to all applicable laws governing the use and retention of such Personal Information. TSG will then destroy all Personal Information in its possession that was collected in connection with this Sweepstakes.

TSG takes all reasonable steps to ensure that your Personal Information is accurate, up to date, complete, relevant and not misleading.

SFAFT's Storage, Retention, and Accuracy, of Personal Information

All reasonable steps are taken to safeguard your Personal Information against loss; unauthorized access, use, modification, disclosure; or any other misuse. The Sponsor takes all reasonable steps to insure that your Personal Information is accurate, up-to-date, complete, relevant and not misleading. The Sponsor will retain your Personal Information only for as long as necessary to fulfill the purpose(s) for which it was collected and to comply with applicable laws. Your consent to such purpose(s) remains valid after termination of our relationship with you.

The Sponsor may store your Personal Information in its databases located in the United States and/or other countries outside of the European Union and Canada. Additionally, some of our service providers may be located in the United States or other countries outside of the European Union and Canada and will be subject to the laws of the local jurisdiction. As a result, in certain circumstances, the United States and other foreign governments, courts, law enforcement agencies or regulatory agencies may be entitled to access the Personal Information collected and held by the Sponsor.

TSG's Access, Control and Update Personal Information

You may contact TSG's Privacy Officer to access, correct or delete your Personal Information. If necessary, the Privacy Officer will contact another individual to assist in completing your requested task. We want to be sure that we keep only the most accurate and up-to-date Personal Information in our records. You can email us at privacyofficer@summitslc.com to update your contact information. To protect your privacy, we will take reasonable steps to help verify your identity before granting access or making changes.

SFAFT's Access, Control and Update Personal Information

You may contact SFAFT's Privacy Officer to access, correct or delete your Personal Information. If necessary, the Privacy Officer will contact another individual to assist in completing your requested task. We want to be

sure that we keep only the most accurate and up-to-date Personal Information in our records. You can email SFAFT's Privacy Officer at fafprivacyofficer@subway.com to update your contact information. To protect your privacy, we will take all reasonable steps to help verify your identity before granting access or making any changes.

TSG's Contact Information

If you have any questions or concerns, please contact:

Privacy Officer
c/o The Summit Group Communications
117 West 400 South
Salt Lake City, UT 84101
Phone: (801) 595-1155
e-mail: privacyofficer@summitslc.com

SFAFT Privacy Officer Contact Information

If you have any questions or concerns, please contact SFAFT's Privacy Officer as follows:

SFAFT Privacy Officer
c/o Franchise World Headquarters, LLC
325 Bic Drive
Milford, CT, 06461
USA
Telephone Number: (203) 877-4281 or Toll Free: 1-800-888-4848
Facsimile: (203) 783-7479
Email Address: fafprivacyofficer@subway.com

We will address your concern and attempt to resolve any problem.

****SFAFT may update its Privacy Statement occasionally. When SFAFT posts changes to its Privacy Statement, we will also revise the "LAST REVIEWED" date on SFAFT's Privacy Statement. If there are material changes to our Privacy Statement, SFAFT will notify you by email, or by means of a notice on our website located at: www.subway.com. SFAFT encourages you to periodically review our full Privacy Statement at: <http://www.subway.com/subwayroot/PrivacyPolicy-SFB>, in order for you to stay informed of how SFAFT is protecting your Personal Information and to be aware of any material changes we may make to our Privacy Statement. Lastly, your continued use of SFAFT's website after posting an amended Privacy Statement shall constitute your agreement to be bound by any such changes, which are effective immediately after being posted on our website.***