Subway® x Rival X TopDog Tournament Terms & Conditions

Subway® Group Privacy Policy <u>Here</u>. Full Rival X Privacy Policy <u>Here</u>.

- 1. These terms and conditions are for all entrants who enter the Topdog Competition ("Competition"). Participation in this Competition is deemed acceptance of these Terms and Conditions.
- The promoter is Subway Franchisee Advertising Fund of Australia Pty Ltd ("SFAFA" or "Promoter"), care of Subway Systems Australia Pty Ltd, Level 9, 230 Brunswick Street, Fortitude Valley QLD 4006 Australia.
- 3. The prize provider, facilitator and administrator of the Prize redemption is Player Media PTE LTD, 65 Chulia St. #46-00, SINGAPORE 049513 ("Player Media").
- 4. The promotion is in no way sponsored, endorsed, administered by, or associated with:
 - a. Electronic Arts; or
 - b. EA Sports FC.
- 5. Information on how to enter and the prizes to be won, forms part of these Terms and Conditions. The Promoter reserves the right to change any of the terms and conditions applying to this Competition or to modify, terminate, suspend or reschedule this Competition due to an event beyond the Promoter's reasonable control.

Player Eligibility

WHO CAN ENTER

6. This Promotion is open to citizens and permanent residents of Australia and New Zealand who are aged 18 and over.

WHO CANNOT ENTER

- 7. Directors, officers, management and employees (and their immediate families) of:
 - a. the Promoter;
 - b. Player Media; and
 - c. the agencies, Subway® Franchisees and their operating entities (where applicable), and Subway® Sandwich Artists™ are not eligible to enter into this Promotion.

Promotion Period

8. In New Zealand, this promotion commences at 12:00AM NZST on 1 September 2025 and concludes on 5 October 2025 ("NZ Promotion Period"). Entries received before or after the NZ Promotion Period will not be accepted.

- In Australia, this promotion commences at 12:00AM AEST on 1 September 2025 and concludes on 5 October 2025 ("AUS Promotion Period"). Entries received before or after the AUS Promotion Period will not be accepted.
- 10. Collectively, the NZ Promotion Period and the AUS Promotion Period will be referred to as the "**Promotion Period**".

Use of Player Content

- 11. By registering for and participating in the Competition, you hereby grant to the Promoter, Player Media and their affiliates a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license to collect, use, reproduce, modify, publish, distribute, display, and otherwise exploit any content you generate or submit in connection with the Competition. This includes, but is not limited to:
 - a. Gamertags or screen names;
 - b. Gameplay footage or highlights;
 - c. Leaderboard results or performance statistics;
 - d. Chat messages, quotes, or reactions shared during the Competition; and
 - e. Images or video content submitted or recorded during participation of the Competition.
- 12. Such content may be used by the Promoter and its affiliates in any and all media formats, channels, or platforms controlled by the Promoter and/or its affiliates, including without limitation social media, websites, advertising, and promotional materials, without additional compensation or approval. You acknowledge that Promoter and/or its affiliates may edit or combine your content with other material as it sees fit.
- 13. If you do not wish to grant these rights, you must refrain from registering for or participating in the Competition.

Topdog Tournament Rules

- 14. Eligibility to enter and participate in the Competition is strictly limited to individuals who are physically located within Australia or New Zealand at the time of entry and throughout the duration of their participation and meet the eligibility criteria in paragraph 6 of these Terms and Conditions.
- 15. These tournament rules (the "**Rules**") apply to all competitive gameplay activities conducted as part of the Competition. By registering to participate, all participants acknowledge and agree to comply with these Rules, which are enforced by Player Media as administrator and primary operator of the Competition.

Participants Requirements:

- 16. To participate in the Competition, a participant must:
 - a. Hold a valid Rival X account;

- b. Own or have access to the required game title and gaming platform (e.g., Xbox, PlayStation, PC);
- c. Maintain a valid and active gaming account associated with their platform of choice; and
- d. Use a gamertag or username that complies with community standards and is not offensive or inappropriate, as determined at the Promoter's and/or Player Media's sole discretion.

Gameplay and Technical Requirements:

- 17. The following gameplay and technical requirements apply:
 - a. Game settings, formats, and structures will be specified on the Tournament page;
 - b. In the Competition of a tie, disconnection, or technical disruption, tournament administrators (representatives of Player Media) reserve full discretion to determine appropriate resolution, including the potential for rematch or forfeiture; and
 - c. Participants must begin each match within 10 minutes of notification. Failure to do so will result in automatic forfeiture without appeal.

Code of Conduct:

- 18. The following Code of Conduct rules apply:
 - a. Participants must conduct themselves in a respectful, fair, and sportsmanlike manner at all times;
 - b. Discriminatory, abusive, threatening, vulgar, or otherwise offensive language or behavior is strictly prohibited; and
 - c. Any form of cheating, exploitation, manipulation, or disruption of tournament operations will result in immediate disqualification and may result in permanent banning from future participation in the Competition.

Prize Conditions

- 19. Prizes are outlined in paragraph48 of these Terms and Conditions and any update to prizes will be outlined in the applicable tournament description. Prizes are not redeemable for cash or transferable.
- 20. Player Media reserves the right to substitute prizes with items of equal or greater value.
- 21. Winners are solely responsible for any and all applicable taxes associated with prize receipt.
- 22. Winners will be confirmed and determined by Player Media. To claim a prize, winners may be required to provide proof of identity, residency, and eligibility within 14 days

of notification. Player Media will contact the winners to request this information via email and direct message within the RIVAL X platform.

Tournament Winner Selection

- 23. Winners will be determined by their successful advancement through and victory in their respective tournament bracket(s).
- 24. Public announcements may be used to communicate winner outcomes. If a winner fails to claim their prize or does not meet eligibility requirements, Player Media reserves the right to select an alternate winner or withhold the prize.
- 25. If the winner of the Major Prize is not verified and does not claim the prize in accordance with paragraph 22 of these Terms and Conditions, an alternate winner will be chosen by Player Media using a method similar to that set out in paragraph 49 of these Terms and Conditions, at Player Media's sole discretion.
- 26. Alternate winners will be notified on email and on direct message within the RIVAL X platform by Player Media. Alternative winners will only be sourced for the Major Prize and not for any other prizes, at the sole discretion of Player Media.

Publicity and Consent

27. Participation in the Competition constitutes consent for the Promoter and its affiliates to use the winner's gamertag, gameplay footage, performance statistics, and likeness for promotional purposes across owned media platforms of the Promoter and its affiliates, in accordance with the Subway® Group Privacy Policy.

Integrity and Enforcement

- 28. The Promoter, Player Media and tournament administrators (representatives of Player Media) reserve the right to investigate any reported misconduct or irregular activity.
- 29. Any attempt to compromise the integrity or operation of the Competition may result in disqualification and legal action.
- 30. All decisions made by the Promoter, Player Media and/or tournament administrators are final and binding.
- 31. These Terms and Conditions (including any rules, requirements or codes set out herein) are subject to change at sole discretion of the Promoter or Player Media. Any material changes will be communicated via the Tournament platform or official Competition communication channels.

Topdog Challenge Rules

- 32. Challenges differ from standard tournament formats in that they are skill-based, non-competitive tasks completed individually. Required submissions for any given challenge is available on the tournament page.
- 33. Participants must submit clear, unedited, time-stamped screenshots as proof of successful challenge completion, and acknowledge and agree to the following terms:

Submission Requirements:

- 34. The following submission requirements apply to the Topdog challenges:
 - a. All entries must include a valid, time-stamped screenshot demonstrating completion of the challenge;
 - b. Entries must be submitted within the time frame outlined in the applicable challenge description; and
 - c. Only one submission per participant per challenge is permitted, unless explicitly stated otherwise.

Accuracy and Authenticity:

- 35. By submitting an entry, participants represent and warrant that the submission is their own original work and that they personally completed the challenge.
- 36. Submissions must not be manipulated, falsified, or otherwise misleading.
- 37. If this Competition is interfered with in any manner or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter or Player Media, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter and/or Player Media reserves the right, in its sole discretion to the fullest extent permitted by law to (a) disqualify an entrant; or (b) subject to any written directions from a regulatory authority to modify, suspend, terminate or cancel the Competition, as appropriate. Without limiting any other paragraph, the Promoter and/or Player Media may at its discretion amend any aspect of this competition or these terms, subject to applicable laws and subject to the approval of the relevant regulatory authorities.

Review and Verification:

38. The Promoter and Player Media reserve the exclusive right to review, verify, and investigate any submission, including the right to request additional proof of authenticity or identity from any participant.

Disqualification:

39. The Promoter and/or Player Media may, at its sole discretion, disqualify any individual entry or participant for breach of these rules or for conduct deemed dishonest, unethical, or intended to manipulate the outcome. All decisions made by the Promoter and/or Player Media are final and binding.

Topdog Loyalty System

- 40. The Promoter will implement a points-based engagement program ("**Topdog Loyalty System**") as part of the Competition, in which participants accumulate points ("**Topdog Points**") for engaging in designated activities throughout the activation period on the Subway® Hub on the Rival X Platform.
- 41. Topdog Points may be awarded for:
 - a. Participation in official tournaments;
 - b. Completion of individual skill-based challenges; and
 - c. Engagement in approved community activities including but not limited to, surveys, voting, and platform interactions.
- 42. Point values and qualifying actions will be clearly outlined on the Subway Hub and may be subject to change at Subway's sole discretion.

Determination of Winners:

- 43. Final rankings will be based on the total number of Topdog Points earned by each participant.
- 44. Winners will be selected by the Promoter and/or Player Media based on point totals and subject to verification of activity authenticity, eligibility, and compliance with all applicable rules.
- 45. The Promoter and Player Media reserve the right to withhold or revoke points and/or prizes in the Competition of suspected misconduct or rule violations.
- 46. Topdog Points have no monetary value and are non-transferable.

Topdog Prizing Details

- 47. There are a total 4,077 prizes to be won , dependant on the position of the participant on the Topdog Loyalty System leaderboard ("**Leaderboard**").
- 48. The prize pool consists of:

Prizing					
Item	Quantity	Cost Per (AUD)	Total Cost (AUD)	Cost Per (NZD)	Total Cost (NZD)
Major Prize Trip to EAFC Battle of Vietnam	2	\$4,000	\$8,000	\$4,445	\$8,890

(Flights, Accommodation)					
Second Prize Steam Vouchers - \$50 AUD / \$55 NZD	50	\$50	\$2,500	\$55	\$2,750
Third Prize Steam Vouchers - \$25 AUD / \$30 NZD	25	\$25	\$625	\$30	\$750
Challenge Participant Prize DoorDash Subdog Redemption	Up to 4,000	\$8.20	Up to \$32,800	\$8.80	Up to \$35,200
Total	Up to 4,077		Up to \$43,925		Up to \$47,590

- 49. The chosen 'Top Dog', being the participant ranked #1 on the Leaderboard will win the Major Prize which includes:
 - a. 2 x VIP Tickets to EA Sports FC Mobile Festival, Ho Chi Minh;
 - b. 2 x Economy Return flights from to Ho Chi Minh to the capital city closest to the winner's home location; and
 - c. 3 Nights accommodation in Ho Chi Minh for the length of the event,

("Major Prize Winner").

- 50. Participants ranked #2 #51 on the Leaderboard will each win a Second Prize being a Steam Voucher valued at AUD \$50 / NZD \$55 each.
- 51. Participants ranked #52 #76 on the Leaderboard will each win a Third Prize being a Steam Voucher valued at AUD \$25 / NZD \$30.
- 52. The value of the Second Prizes and Third Prizes will be determined on the basis of the winner's country of residence during the Competition, i.e. a winner who is an Australian participant will be awarded with AUD value and a winner who is a participant in New Zealand will be awarded with NZD value.
- 53. Participants who have performed at least one challenge, or have participated in a tournament at least once will be awarded a Challenge Participant Prize.

- 54. There are up to 4000 Challenge Participant Prizes to be awarded. Eligible participants will be awarded a Challenge Participant Prize on a first come first served basis until the prize allocation is exhausted.
- 55. A Challenge Participant Prize is a unique DoorDash promotional code which entitles them to a free Subway 6-Inch®_ Original Subdog on a minimum DoorDash order of AUD \$25 / NZD \$25 (valued at AUD \$8.20 / NZD \$8.80 each).
- 56. The following conditions apply to the Challenge Participant Prize:
 - a. DoorDash codes are valid via unique code until 11:59pm AEDT/NZDT on 7 October 2025.
 - b. Spend \$25 to receive a free Subway 6-Inch® Orginal SubDog on DoorDash only. Fees apply. Maximum of 15 redemptions per unique code until maximum redemptions are met. .
 - c. Allow up to 48 hours from receipt of the unique code to be able to redeem on DoorDash.
- 57. Prizes exclude all ancillary costs and obligations. For the Major Prize, this includes but is not limited to to visa procurement for entry into Vietnam, transportation to and from airports or accommodation, and any meals or subsistence expenses incurred during the Major Prize Winner's stay in Vietnam.
- 58. The total prize pool value is up to \$43,925 AUD and up to \$47,590 NZD. The prize value is correct at time of publishing of these Terms and Conditions and no responsibility is accepted for any variation in the value of the prize.

Game of Skill Declaration and Legal Compliance

59. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth) and the New Zealand Consumer Guarantees Act 1993, as well as any other implied warranties under the Australian Securities and Investments Commission Act 2001 (Cth) or similar consumer protection laws in the State and Territories of Australia or New Zealand ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including their respective officers, employees and agents) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Competition.

Australia

- 60. This Competition is a game of skill and is not subject to the requirements of trade promotion lottery regulations in any Australian state or territory. Entry and participation are determined solely by skill, effort, and merit.
- 61. Winners are selected based on objective criteria including performance, participation, and verified challenge completion. No component of chance determines the outcome

of any prize.

62. Participants acknowledge that by entering the Competition, they are engaging in a legally recognized game of skill in accordance with applicable Australian laws.

New Zealand

- 63. This Competition constitutes a game of skill and does not fall under the definition of a lottery or game of chance under New Zealand law.
- 64. Participants are judged on merit-based criteria, including challenge completion, gameplay outcomes, and leaderboard rankings, as validated by the Promoter and Player Media.
- 65. No element of chance is used to determine prize recipients. By participating, entrants agree that the Competition complies with relevant laws governing games of skill in New Zealand.