

**Terms and Conditions of Entry for the "Win a Lunch at a SUBWAY® Location Around the World" Promotion (Promotion)**

1. These terms and conditions of entry, including information on how to participate and prize details (**Terms**), apply to the Promotion and entry into the Promotion is deemed acceptance of these Terms.
2. The Promoter is Coca Cola Amatil (Aust) Pty Ltd ABN 68 076 594 119, of 71 Macquarie Street, Sydney, NSW 2000, Phone Number: 1800 025 123.
3. Participating SUBWAY® restaurants are listed at [www.subway.com.au](http://www.subway.com.au) or may be obtained by calling 1800 774 931 (**Participating Stores**).
4. The Promotion will be open from start of trading at each Participating Store on 17 November 2008 and will continue until the earlier of:
  - (a) 11:59pm Australian Eastern Daylight Savings Time (**AEDST**) on 8 February 2009; and or
  - (b) the time and date that all Scratch Cards (as defined in paragraph 6(a) of these Terms) have been distributed at each Participating Store,

**(Promotion Period).**

5. Entry in the Promotion is open to all Australian residents:
  - (a) aged 18 years and over; and
  - (b) under 18 years of age, who have obtained their parent or guardian's consent to enter the Promotion on these Terms and whose parent or guardian have agreed to these Terms,excluding:
  - (c) management, employees, directors and contractors of the Promoter, its related entities or other agencies, firms or companies associated with the Promotion (including suppliers of prizes);
  - (d) management, employees, directors and contractors of Subway Systems Australia Pty Ltd, Doctor's Associates Inc., Subway Advertising Fund of Australia Pty Ltd, SUBWAY® franchisees and their related entities;
  - (e) a spouse, de-facto spouse, parent, guardian, child or sibling of a person referred to in paragraphs 5(c) or 5(d) of these Terms;
  - (f) persons who have won a prize or prizes valued either individually or collectively at more than AU\$5,000 (including GST) from the Promoter, or in any Promotion run by or on behalf of the Promoter, within the 12 months prior to the commencement of the Promotion Period;
  - (g) persons who have used or attempted to use any more than one name in order to qualify to win a contest run by or on behalf of the Promoter except in the case of a legal change of name; and
  - (h) persons who have breached the terms and conditions of any Promotion run by or on behalf of the Promoter,

**(Eligible Entrants).** The persons referred to in paragraph 5(e) of these Terms includes natural and non-natural relations (in the opinion of the Promoter) and the Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.

## HOW TO ENTER

6. To enter the Promotion, Eligible Entrants must:
- (a) purchase any SUBWAY® sandwich and an Eligible Beverage (as defined in paragraph 7 of these Terms) in a single transaction from a Participating Store during the Promotion Period (**Qualifying Purchase**) to receive a promotional scratch card (**Scratch Card**); and
  - (b) before 11:59pm AEDST on 8 February 2009:
    - (i) scratch the silver panel on their Scratch Card to reveal their unique promotional code (**Unique Code**); and
    - (ii) complete their entry in accordance with either paragraph 8 or 14 of these Terms,

### (Eligible Entry).

7. The following Coca Cola products are eligible to be included as part of an Eligible Entrant's Qualifying Purchase in the Promotion:
- (a) Coca Cola and its varieties;
  - (b) Coca Cola Zero and its varieties.
  - (c) diet Coke and its varieties;
  - (d) Sprite and its varieties;
  - (e) Fanta and its varieties;
  - (f) Lift and its varieties;
  - (g) Powerade and its varieties;
  - (h) Mt Franklin and its varieties;
  - (i) Goulbourn Valley Juices and its varieties;
  - (j) Glaceau vitaminwater and its varieties;
  - (k) Mother and its varieties;
  - (l) Nestea and its varieties; and
  - (m) Pump and its varieties.

### (Eligible Beverages).

## SMS Entry

8. Eligible Entrants can complete their Eligible Entry (for the purposes of paragraph 6(b)(ii) of these Terms) by sending an SMS to 1999 6455, containing:
- (a) a valid Unique Code which has not previously been successfully submitted;
  - (b) their full name; and
  - (c) their postcode,

and which complies with paragraph 9 of these Terms (**SMS Entry**).

9. For an SMS Entry to be valid:
- (a) it must be sent from an SMS enabled mobile handset (SMS sent via the internet are ineligible) that is connected to a service provider and service plan (if applicable) that permits the Eligible Entrant to send SMS to premium SMS numbers (some handsets are incompatible and some service providers and/or service plans do not permit premium SMS);
  - (b) it must be identifiable by a MSISDN (unique mobile SIM number);
  - (c) the Eligible Entrant submitting it must have the bill payer's permission to enter the Promotion prior to submitting their SMS Entry; and
  - (d) it be in the following format (**Required Format**):  
  
**Unique Code + Space + First name + Space + Surname + Space + Postcode**  
  
Example: 7J4YF6HT John Smith 2000
10. Maximum SMS cost is 55 cents (including GST). Service provided by Prime Focus Enterprises Pty Ltd, ABN 55 427 571 651 (**Prime Focus**).
11. If an Eligible Entrant submits a valid SMS Entry:
- (a) which complies with the Required Format and contains a valid Unique Code which has not previously been successfully submitted, they will receive an SMS response:
    - (i) confirming that their SMS Entry is valid and has been received; and
    - (ii) if it is the first SMS Entry received from that mobile number, containing a Bonus Code (as defined in paragraph 17 of these Terms),  
  
**(Confirmation SMS Response)**; or
  - (b) which does not comply does not comply with the Required Format and/or contains an invalid Unique Code or a Unique Code which has previously been successfully submitted, they will receive an SMS response informing them of the error (**Error SMS Response**),  
  
whichever is applicable in the circumstances (each an **SMS Response**).
12. SMS Response receipt times may vary and are subject to network coverage and availability, the number of entries received by the Promoter, the available memory on the Eligible Entrant's mobile SIM card and other technical factors. Entries are deemed to be received at the time of receipt into the Promotion database and NOT at the time of transmission by the Eligible Entrant.
13. If the Eligible Entrant receives an Error SMS Response and chooses to submit a new SMS Entry in the Required Format and containing a valid Unique Code which has not previously been successfully submitted, they will be charged an additional 55 cents (including GST).

### **Web Entry**

14. Eligible Entrants can complete their Eligible Entry (for the purposes of paragraph 6(b)(ii) of these Terms) by:
- (a) [www.subway.com.au](http://www.subway.com.au) and follow the links to the Promotion entry page (**Entry Site**); and
  - (b) completing the online Promotion entry form on the site (**Entry Form**), including:
    - (i) providing all personal details required in the Entry Form, including their name, address, contact telephone number and email address

- (ii) submitting a valid Unique Code which has not previously been successfully submitted; and
- (iii) indicating their acceptance to these Terms,

**(Web Entry).**

15. If an Eligible Entrant submits a Web Entry:
- (a) which complies with paragraph 14 of these Terms, they will receive an on-screen notification confirming that their Web Entry is valid and has been received; or
  - (b) which does not comply with paragraph 14 of these Terms, they will receive an on-screen notification that their Web Entry is invalid
- whichever is applicable in the circumstances (each an **Email Response**).

**Bonus Entries**

16. Eligible Entrants have the opportunity to receive bonus entries in the Promotion via the means set out in paragraphs 18 and 21 of these Terms (**Bonus Entry**).
17. When an Eligible Entrant submits their first valid SMS, the Confirmation SMS Response they are sent will contain an additional Unique Code (**Bonus Code**), which they may use to submit a Web Entry in accordance with paragraph 14 of these Terms.
18. Bonus Codes are not valid for the purposes of submitting an SMS Entry.
19. When an Eligible Entrant submits a valid Web Entry (whether using a Unique Code or a Bonus Code) they will be invited to receive one Bonus Entry by sending a Promotion e-card (**E-card**) to a friend or relative via email.
20. To receive a Bonus Entry as described in paragraph 19 of these Terms, Eligible Entrants must, at the time of submitting their Web Entry, must enter the name and email address of a friend or family member from whom they have consent to send marketing material, into the E-card email facility on the Entry Site, to send a E-card to that person via email.
21. Eligible Entrants may send a maximum of 5 E-cards per Web Entry, however will only receive one Bonus Entry (in respect of each Web Entry) regardless of the number of E-cards sent.web entry.

**Weekly Draws**

22. Computerised random weekly prize draws will be conducted by Prime Focus at Suite 104/55 Beach Street, Port Melbourne 3207 (**Draw Location**) at 12:00pm AEDST on:
- (a) 24 November 2008;
  - (b) 1 December 2008;
  - (c) 8 December 2008
  - (d) 15 December 2008;
  - (e) 22 December 2008;
  - (f) 29 December 2008;
  - (g) 5 January 2009;
  - (h) 12 January 2009;
  - (i) 19 January 2009;
  - (j) 26 January 2009;

- (k) 2 February 2009; and
- (l) 9 February 2009,

(each a **Weekly Draw**) from all Eligible Entries and Bonus Entries received in the Promotion as at 11:59am AEDST on the day of the relevant Weekly Draw, excluding entries already drawn as winners in a previous Weekly Draw or Major Draw (as defined in paragraph 27 of these Terms) (subject to paragraph 49(a) of these Terms).

23. The first two Eligible Entrants drawn in each Weekly Draw will win:

- (a) the following prizes booked through Zuji Pty Ltd trading as Blue Holidays (**Blue Holidays**), with a maximum value of up to AU \$3,080 (including GST) including a booking fee of AU\$40 per person (including GST):
  - (i) two return economy airfares from the Australian capital city nearest to the winner's residence to the major Australian airport of the winner's choice (**Nominated Australian Destination**), to; and
  - (ii) two nights accommodation in a twin share room in a three-star rating hotel, where available, of the winner's choice within 50km of the Nominated Australian Destination; and
- (b) lunch for two to the value of up to AU\$50.00 (including GST) at a SUBWAY® restaurant (available at [www.subway.com.au](http://www.subway.com.au) or by calling 1800 774 937) of the winner's choice within 50km of the Nominated Australian Destination,

(Collectively a Weekly Prize). For the purposes of paragraphs 23(a)(i) and 29(a)(i) of these Terms, the Promoter is responsible for determining what constitutes a major airport.

24. The total maximum Weekly Prize value is up to \$3,080 (including GST) and the total maximum Weekly Prize pool value is up to AU up to \$73,920 (including GST).

25. Weekly Draw winners will be notified by telephone, mail and/or SMS and/or email.

26. The first initial, surname and postcode of:

- (a) the Weekly Draw winners between 24 November 2008 and 15 December 2008 (inclusive) will be published in *The Australian* on 19 December 2008;
- (b) the Weekly Draw winners between 22 December 2008 and 12 January 2009 (inclusive) will be published in *The Australian* on 16 January 2009; and
- (c) the Weekly Draw winners between 19 January 2009 and 9 February 2009 (inclusive) will be published in *The Australian* on 13 February 2009.

### Major Draws

27. Computerised random major prize draws will be conducted by Prime Focus at the Draw Location at 12:00pm AEDST on:

- (a) 5 January 2009; and
- (b) 9 February 2009,

(each a **Major Draw**) from Eligible Entries and Bonus Entries received in the Promotion as at 11:59am AEDST on the day of the relevant Major Draw, excluding entries already drawn as winners in a previous Weekly Draws or Major Draw (subject to paragraph 49(a) of these Terms).

28. Where a Major Draw is scheduled to be conducted on the same day and time as a Weekly Draw, the Major Draw will be conducted first.

29. The first Eligible Entrant drawn in each Major Draw will win:

- (a) the following prizes booked through Travelplan Australia Pty Ltd (**Travelplan**) to the maximum value of AU all up to \$16,400 (including GST):
  - (i) two return economy airfares from the Australian capital city nearest to the winner's residence to the major airport of the winner's choice in an Eligible Location (as defined in paragraph 30 of these Terms) on an airline of the winner's choice in consultation with the Promoter (**Nominated International Destination**);
  - (ii) five nights accommodation in a twin share room in a hotel of the winner's choice in consultation with the Promoter, within 50km of the Nominated International Destination subject to availability, to the maximum value of up to \$AUD500; and
  - (iii) travel insurance for the winner and their nominated travel companion obtained by Travelplan from Traveller's Assistance, valid for the duration of the trip outlined in this paragraph 29(a), up to a maximum value of all \$500 (including GST).
- (b) lunch for two to the value of AU\$100 (including GST) at a SUBWAY® restaurant of the winner's choice within 50km of the Nominated International Destination; and
- (c) an AU\$1,500 pre-paid debit card in the winners name or cash equivalent as determined by the Promoter,

(collectively a **Major Prize**).

- 30. Subject to paragraph 31 of these Terms, the eligible locations for the purposes of paragraph 29(a)(i) of these Terms are: Anguilla; Antigua; Buenos Aires, Argentina; Aruba; Australia; Austria; Bahamas; Belgium; Brazil (Rio de Janeiro and Sao Paulo only); Bulgaria; Canada; Cayman Islands; Chile; China (Beijing and Shanghai only); Croatia (Zagreb and the Croatian Coast only); Czech Republic (Prague only); Dominica; Finland; France; Germany; Gibraltar; Greece; Grenada; Guam; Hong Kong; Hungary (Budapest only); Iceland; India (Mumbai only); Ireland; Italy; Jamaica; Japan; Luxembourg; Malaysia (Kuala Lumpur only); Malta; Netherlands; Netherland Antilles; New Zealand; Northern Mariana; Norway; Poland (Warsaw and Krakow only); Portugal; Russia (Moscow and St. Petersburg only); Singapore; South Africa (Johannesburg, Cape Town and Durban only); South Korea; Spain; St Lucia; St Martin; Sweden; Switzerland; Taiwan; Thailand (excluding Bangkok); Trinidad; United Kingdom; United States; and the US Virgin Islands, (each an **Eligible Location**).
- 31. The list of Eligible Locations in paragraph 30 of these Terms is subject to change at the Promoters absolute discretion, including due to a change in a location's security classification, natural disaster or other acts of God. The Promoter may make these changes at any time prior to the Major Prize winner and their nominated travel companion departing on their trip.
- 32. The total maximum Major Prize value is up to AU all \$18,000 (including GST) and the total maximum Major Prize pool value for the Promotion is up to AU\$36,000 (including GST).
- 33. Major Draw winners will be notified by telephone, mail and/or SMS and/or email within 72 hours.
- 34. The first initial, surname and postcode of:
  - (a) the first Major Draw winner will be published in *The Australian* on 16 January 2009; and
  - (b) the second Major Draw winner will be published in *The Australian* on 13 February 2009.

#### **Re-Draw**

- 35. If any Weekly Prizes or Major Prizes have not been claimed or are forfeited for any reason (including as a result of disqualification by the Promoter for non-compliance with these Terms) by 11 May 2009, a computerised random re-draw will be conducted by Prime Focus at the Draw Location from all remaining Eligible Entries and Bonus Entries, excluding entries already

drawn as winners in a previous Weekly Draw or Major Draw (subject to paragraph 49(a) of these Terms) (**Re-Draw**).

36. If a Re-Draw is required, Major Weekly prizes will be drawn in descending value.
37. The Re-Draw winners, if any, will be notified by telephone, mail and/or SMS and/or email, and their first initial, surname and postcode will be published in *The Australian* on 22 May 2009.

### **Verification**

38. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
39. Entrants must retain their original winning Scratch Card in order to claim any prize won (including where they have won on account of a Bonus Entry, in which case they must retain the Scratch Card relating to their initial Eligible Entry).
40. Provisional winners will be required to send the following items via mail to a reply paid address nominated by the Promoter, within a time period determined by the Promoter,
  - (a) their original winning Scratch Card (including where they have won on account of a Bonus Entry, in which case they must send the Scratch Card relating to their initial Eligible Entry); and
  - (b) copies of appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the winner's identity, age, residential address, eligibility to enter and claim a prize, that the Eligible Entrant has complied with these Terms and any information submitted by the winner in entering the Promotion,

in order for the Promoter to validate the Eligible Entrant's winning entry, to the Promoter's satisfaction in its absolute discretion. The Promoter recommends that provisional winners send the items referred to in this paragraph via registered mail, however this is not a condition of claiming a prize, and any cost to do so if the winner chooses to will be the responsibility of the winner.

41. Winners must retain a photocopy of their winning Scratch Card and are required to produce original copies of the items referred to in paragraph 40(b) if, and during the time period, requested by the Promoter.
42. If:
  - (a) the Eligible Entrant is unable to provide the Promoter with the items nominated in paragraph 40 or 41 of these Terms;
  - (b) the items required by the Promoter are not received during the time frame required by the Promoter; or
  - (c) a winning entry has not been verified to the satisfaction of the Promoter,the winner's entry will be invalid. Prizes will only be awarded following any winner validation and verification that the Promoter requires at its absolute discretion.
43. If more than one person attempts to claim a particular prize, the Promoter has sole and absolute discretion to determine which of those persons is the winning entrant.

### **General**

44. The total prize pool available to be won in the Promotion is AUD \$109,920 (including GST).

45. Subject to paragraphs 46 to 50 (inclusive) of these Terms, Eligible Entrants can enter the Promotion as many times as they wish.
46. Eligible Entrants will receive one Scratch Card per Qualifying Purchase based on a separate transaction only.
47. Each Unique Code and Bonus Code is valid for one entry only.
48. A maximum of 3 Eligible Entries may be received:
  - (a) per mobile phone number per day, in the case of SMS Entries; and
  - (b) per household per day, in the case of Web Entries,excluding Bonus Entries.
49. A maximum of one prize may be won per:
  - (a) Eligible Entrant, except where the Eligible Entrant is a South Australian resident;
  - (b) per mobile phone number, in the case of SMS Entries, except where the mobile phone number belongs to a South Australian resident; and
  - (c) per household, in the case of Web Entries, except where the mobile phone number belongs to a household is in South Australian.
50. There is a limit to the number of invalid Unique Codes that may be submitted by entrants in attempting to enter the Promotion. The Promoter may at its absolute discretion block and or disqualify entrants from submitting further entries in the Promotion where they have reached that limit.
51. There will be a total of 2,500,000 Scratch Cards available for distribution in the Promotion. The number of Scratch Cards available at each Participating Store varies.
52. Eligible Entrants can only enter in their own name.
53. Weekly Prizes and Major Prizes must be booked and taken within 12 months from the date on which they are awarded.
54. All components of Weekly Prizes and Major Prizes must be taken together as a single trip and cannot be redeemed separately.
55. Any or all components of prizes not used by winners by the time stipulated by the Promoter are forfeited, and the Promoter is not obliged to provide the winner with the cash equivalent of any prize component.
56. Prize winners must hold a valid credit card and present it on check in at accommodation to cover any incidental charges they incur during their stay.
57. Major Prize winners and their nominated travel companions must have a valid passport that will have 6 months or more remaining before expiration when they arrive back in Australia following from their Nominated International Destination.
58. Travel and accommodation are subject to availability at the time of booking.
59. All costs associated or arising in connection with prizes are the responsibility of the prize winners and/or their nominated travel companions as the case may be, unless otherwise provided in these Terms. Specifically, prizes do not include, and the winner and/or their nominated travel companion will be responsible for:
  - (a) transport to and from the winner's place of residence and the departure airport of initial departure, transport to and from the airport of initial destination and accommodation, or transport to and from the SUBWAY® restaurant at which the winner has won lunch, or any other transfers;

- (b) any overnight accommodation required by the winner or their nominated travel companion while travelling to the departure airport or any other transfers;
  - (c) any travel, accommodation, insurance costs, meals or spending money not specifically included in these Terms or any other ancillary costs incurred by winners or their nominated travel companions in making use of a prize, included but not limited to in-room charges and items of a personal nature;
  - (d) any incidental charges incurred by the winner or their nominated travel companion whilst staying at accommodation received as part of the winner's prize including but not limited to in-room charges and items of a personal nature; or
  - (e) any costs associated with any passport, visa, health or other requirements for entry into the winner's Nominated International Destination.
60. Penalties may apply to re-booking, amending extending or cancelling travel and/or accommodation, and are the responsibility of winners and/or their nominated travel companions as the case may be.
61. It is the responsibility of Major Prize winners and their nominated travel companions to ensure they have obtained all relevant visas and vaccinations, and comply with all other requirements for travel to their Nominated International Destination. The Promoter takes no responsibility for forfeiture of travel as a result of a failure to meet such requirements.
62. Acceptance and use of:
- (a) prizes is subject to terms and conditions imposed by those involved in providing goods and services as part of or in connection with prizes; and
  - (b) the Major Prize is subject to the Major Prize winner agreeing to comply with all applicable laws and cultural mores prevailing in their Nominated International Destination.
63. Prizes are not transferable, exchangeable or redeemable for cash. Prizes must be taken as offered and may not be varied.
64. The Promoter accepts no responsibility for any variation in the value of prizes.
65. If the Promoter is unable to provide a winner with the nominated prize, the Promoter reserves the right to supply an alternative prize of similar monetary value to the nominated prize, subject to any written directions given by State or Territory gaming departments.
66. The Promoter accepts no responsibility for any entries not received for any reason during the Promotion Period. Entries will be deemed to be accepted at the time of receipt and not the time of transmission. No responsibility will be taken for lost, stolen, damaged Scratch Cards or late or misdirected entries. The Promoter is not responsible for technical difficulties with the entry mechanism and does not warrant that the entry mechanism will be available at all times. Entrants acknowledge that SMS is not a guaranteed delivery communication tool.
67. If, for any reason, the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failure or any other causes beyond the control of the Promoter, which corrupt or affect the administration security, fairness or integrity or proper conduct of this Promotion, the Promoter reserves the right in its sole discretion to take any action that may be available, subject to State and Territory regulations, including cancelling, terminating, modifying or suspending the Promotion.
68. Any entrant who, in the opinion of the Promoter, tampers or interferes with the entry mechanisms, draws or Scratch Cards in any way, engages in any unlawful or improper conduct which jeopardises or is likely to jeopardise the fair or proper conduct of the Promotion, or who does not properly comply with the entry process, will be ineligible to win. Where applicable, prizes will only be awarded where the winner's Scratch Card fulfils all of the

requirements of the Promoter's verification tests and procedures, which tests and procedures are determined by the Promoter at its absolute discretion.

69. In the event quality control errors on the part of the Promoter in awarding prizes, all legitimate existing claims for and entitlements to prizes will be met notwithstanding the advertised Promotion prize pool having been exceeded. Quality control matters outside the control of, or not caused by, an Eligible Entrant, will not be used as the sole basis for refusing to award a prize.
70. Prizes winner and their travel companions, and their parent or guardian if they are aged under 18 years, are required to sign a release and indemnity agreement in favour of, and in terms determined by, the Promoter and return the document to the Promoter, in order to accept or participate in a prize.
71. Incomplete, indecipherable, illegible or incorrect entries, entries which are not in the Required Format (in the case of SMS Entries) or which contain offensive or defamatory comments, or which breach any law or infringe any third party rights, including intellectual property rights, are not eligible to win.
72. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render entries submitted by an entrant using such means invalid.
73. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Terms. Failure by the Promoter to enforce any of its rights under these Terms at any stage does not constitute a waiver of those rights.
74. The Promoter's decisions in relation to all aspects of the Promotion are final and binding on each entrant and no correspondence will be entered into.
75. Entrants acknowledge that the Promoter may rely on these Terms even if the Promoter only learns of an entrant's ineligibility to enter the Promotion or non-compliance with these Terms after the Promoter has awarded the prize to the entrant. The Promoter reserves the right to require the right to require an entrant to relinquish their prize or where the prize has been used (or partially used) repay the Promoter the value of the prize (or the valued of the components of the prize which remain unused) in those circumstances.
76. The Promoter collects (and Prime Focus and Subway Advertising Fund of Australia Pty Ltd collect on its behalf) personal information about entrants to include Eligible Entrants in the Promotion and where appropriate award prizes. If the personal information requested is not provided, the Eligible Entrant may not participate in the promotion. By participating in the Promotion, each Eligible Entrant also acknowledges that further primary purposes for collection of entrant's personal information by the Promoter are, and the Eligible Entrant consents to the Promoter using their personal information for, the following purposes:
  - (a) improving the Promoter's goods and services;
  - (b) contacting the Eligible Entrant in the future for the Promoter's or its related entity's marketing purposes via any medium including mail, telephone (regardless of whether the Eligible Entrant is registered on the Do Not Call Register) and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other media including media not yet in existence; and
  - (c) the purposes set out in the Promoter's Privacy Policy (available by writing to the Promoter's Privacy Compliance Officer at the address set out in paragraph 2 of these Terms).

The entrant provides this consent on an indefinite basis. The Promoter, Subway Advertising Fund of Australia Pty Ltd and Prime Focus may disclose Eligible Entrant's personal information to its related entities, its agencies and other third parties engaged to provide services in connection with the Promotion, who may contact Eligible Entrants in relation to the Promotion

and for marketing purposes as outlined above. By entering the promotion, each Eligible Entrant agrees that the Promoter, Subway Advertising Fund of Australia Pty Ltd and Prime Focus may use entrant's personal information in this manner. Eligible Entrants can also gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Compliance Officer at the address set out in paragraph 2 of these Terms. Entrants can gain access to, update or correct any personal information held by Subway Advertising Fund of Australia Pty Ltd by contacting Level 1, 208 Given Terrace, Paddington QLD 4064. Entrants can gain access to, update or correct any information held by Prime Focus by contacting it at the addresses set out in paragraph 22 of these Terms. All personal information will be stored at the office of the Promoter, the Subway Advertising Fund of Australia Pty Ltd or Prime Focus as the case may be.

77. Personal information provided by Eligible Entrants in the course of submitting Bonus Entries in accordance with paragraph 20 of these Terms, will not be stored or retained by the Promoter or Subway Advertising Fund of Australia Pty Ltd.
78. By entering into the Promotion, the Eligible Entrant agrees and acknowledges that:
- (a) they may be contacted by the Promoter and/ or Subway Advertising Fund of Australia Pty Ltd to provide comments about the competition and the Promoter (or an agent of the Promoter) may take photos or recordings of them;
  - (b) the Promoter and/or Subway Advertising Fund of Australia Pty Ltd may use comments obtained from the Eligible Entrant, the Eligible Entrant's name, and/or likeness and photos or recordings of the Eligible Entrant (the **Materials**) for the Promoter's future promotional and marketing purposes without further reference or compensation to them;
  - (c) the Promoter and/or Subway Advertising Fund of Australia Pty Ltd may duplicate, alter, adapt and utilise the Materials as the Promoter wishes at any time, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence). The Promoter may license, authorise or otherwise transfer the rights in the Materials to others to do the same;
  - (d) by entering the Promotion, they grant to the Promoter and/or Subway Advertising Fund of Australia Pty Ltd on creation of the Materials a royalty free, perpetual, exclusive and irrevocable licence to use the Materials for whatever purpose it determines;
  - (e) they unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials (as defined in Part IX of the Copyright Act 1968 (Cth)) and present and future rights of a similar nature conferred by statute anywhere in the world whether occurring before or after this consent is given (**Moral Rights**);
  - (f) they waive all Moral Rights in the Materials that arise outside Australia; and
  - (g) they agree not to institute, maintain or support any claim or proceeding for infringement of their Moral Rights in the Materials.
79. The Promoter, its related entities, its and its related entities employees, agents, directors and contractors, Subway Advertising Fund of Australia Pty Ltd, Subway Systems Australia Pty Ltd, SUBWAY® Franchisees, Doctor's Associates Inc. and all agencies associated with the Promotion, shall not be liable for any loss or claim, action, demand, liability, loss (including but not limited to direct or consequential loss), damage, cost, expense or personal injury whatsoever, incurred, suffered or sustained by any person or other entity (without limitation) directly or indirectly in connection with this Promotion or the acceptance or use of prizes by winners, except that that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
80. Notwithstanding paragraph 79 of these Terms, entrants indemnify the Promoter, its related entities, and its related entities employees, agents, directors and contractors, Subway Advertising Fund of Australia Pty Ltd, Subway Systems Australia Pty Ltd, SUBWAY® Franchisees, Doctor's Associates Inc. and their employees, agents, directors and contractors, and all agencies associated with the Promotion, against any claim, action, demand, liability,

loss (including but not limited to direct or consequential loss), damage, cost, expense or personal injury, incurred, suffered or sustained by any person or other entity (without limitation) directly or indirectly in connection with this Promotion or the acceptance or use of prizes by winners

81. The Promoter accepts no responsibility for any tax liabilities that may arise from winning a prize.
82. If a prize winner is under the age of 18 years, the prize will be awarded to their parent or guardian. Minors may use prizes but must be accompanied by a parent or guardian to do so.
83. If a prize winner's travel companion is under the age of 18 years, they must also be accompanied by a parent or guardian. Any additional cost incurred in order to comply with this condition is the responsibility of the winner and/or their nominated travel companion.
84. Each Eligible Entrant and, if the Eligible Entrant is under 18 years of age, their parent or guardian, acknowledges and agrees that it is a condition of participation in the Promotion that the Eligible Entrant be capable of agreeing to these Terms and giving the consents contained herein.
85. The parent or guardian of each Eligible Entrant under the age of 18 years:
  - (a) will ensure that the Eligible Entrant in respect of whom they agree to these Terms, will comply with these Terms; and
  - (b) warrants that the Eligible Entrant in respect of whom they agree to these Terms, is capable of agreeing to these Terms and giving the consents contained herein.
86. The parent or guardian of each Eligible Entrant under the age of 18 years agrees to indemnify the Promoter against:
  - (a) any claims made by the Eligible Entrant, his or her guardian, or any member of his or her family, against the Promoter in connection with the Promotion; and
  - (b) any losses (including any liability) caused by any conduct of the Eligible Entrant which is inconsistent with these Terms.
87. The parent or guardian of each Eligible Entrant under 18 years of age who participates in the Promotion, acknowledges that they are provided with the opportunity for their child to participate in the Promotion, as consideration for their agreement to these Terms.
88. The Promoter may require any parental or guardian consent or agreement referred to in these Terms to be produced in writing, and such consent if requested must include the words "in consideration of Coca-Cola Amatil agreeing to admit the entrant into this Promotion, [name of Parent or Guardian] agrees to be bound by the terms of entry into the Promotion".

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