

SUBWAY® Diet Coke® Take Me to Tuscany Program OFFICIAL RULES

1. Eligibility: The SUBWAY® Diet Coke® Take Me to Tuscany Program (the "Contest") is open only to legal residents of the 50 United States (or the District of Columbia) who are at least 18 years old at the time of entry, who did not purchase any equipment for purposes of entering the Contest, and who are members of Twitter. Membership to Twitter is free. Use of Twitter is subject to its applicable terms of use, terms of service and/or content policies. Employees and non-employee workers of The Coca-Cola Company, Coca-Cola bottlers, Wieden + Kennedy, Inc., Franchise World Headquarters, LLC, Doctor's Associates Inc., Subway Franchisee Advertising Fund Trust Ltd. (SFAFT), SUBWAY® Restaurants, Zócalo Group, ePrize, LLC, and each of their respective parents, subsidiaries, affiliates, franchisees, and agents, and any agencies or other companies involved in the development or execution of the Contest or production or distribution of Contest materials, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

2. Sponsor: The Contest is sponsored by Coca-Cola North America, a division of The Coca-Cola Company, One Coca-Cola Plaza, Atlanta, GA 30313. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Agreement to Official Rules: By participating in the Contest, entrant fully and unconditionally agrees to and accepts these Official Rules, including the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Contest. Whether an entrant wins a prize is contingent upon entrant fulfilling all requirements set forth herein.

4. Timing: The Contest begins on October 1, 2012 at 12:00 a.m. Eastern Time ("ET"), and ends on October 31, 2012 at 11:59 p.m. ET (the "Contest Period"). Twitter's platform is the official time-keeping device for the Submission portion of Contest.

5. How to Enter: There are two ways to enter: During the Promotion Period, take a photo (the "Restaurant Submission") of yourself at a SUBWAY® restaurant with a Tuscan Chicken Melt sandwich and a Diet Coke®. If you would prefer not to visit a SUBWAY® restaurant or to purchase a Tuscan Chicken Melt sandwich and a Diet Coke®, you may take a photo (the "Alternate Submission") of yourself showcasing your love for Diet Coke® and/or SUBWAY®. Collectively, or generically, Restaurant Submissions and Alternate Submissions are referred to as "Submissions," herein.

Visit Twitter (www.twitter.com) and follow the links and instructions log in to your account or register for a new account. Then, follow the links and instructions to upload the Submission and tag it using the hashtag #TakeMeToTuscany and this URL which is a link to the official rules <http://bit.ly/ODUb41>. Entrant must be the only person who appears in the Submission. **In order for your Submission to be considered in this Contest, your profile and the Submission must be public.** By uploading and Publicly Sharing your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

If you do not have a Twitter account, you may create one. The account is free, but is subject to terms determined by Twitter.

Guidelines:

- Submissions must be taken at a SUBWAY® restaurant, unless they are Alternate Submissions;
- Submissions must include a SUBWAY® Tuscan Chicken Melt sandwich and a Diet Coke® in a SUBWAY® brand cup and Tuscan Chicken Melt sandwich must be unwrapped and chicken and cheese must be visible, unless they are Alternate Submissions;
- Submissions may only include the entrant. No other persons may be present in the Submission;
- Submissions must comply with the terms and conditions of Twitter;
- Submissions must be tagged with #TakeMeToTuscany and this URL which is a link to the official rules <http://bit.ly/ODUb41>; and
- Submissions cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must be your own, original work;
- The Submission must not contain brand names or trademarks, except for Sponsor's trademark and the SUBWAY® trademark for which entrant has a limited license to use for the sole purposes of creating and/or uploading the Submission into this Contest;
- The Submission must not contain words, text, images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain any advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the Submission is created.

Entrants agree that each of the above Guidelines and Restrictions shall be subject to Sponsor's sole discretion. Released Parties (as defined in Section 11, below) are not responsible for lost, late, incomplete, invalid, un-intelligible or misdirected Submissions or Tweets, which are disqualified. Each entrant is the owner of, and responsible for, the Submission uploaded and the Tweet.

Public Sharing of any Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, sub-license, and display such Submission in whole or in part, without notice or consent, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including, but not limited to, for promotional or marketing purposes for itself or for its promotional partners. By posting a Submission and/or Publicly Sharing it, entrant is also opting in to receive future communications related to the operation and administration of the Contest. If requested by email, mail or phone, entrant (or, if entrant is over 18 yet still a minor in his/her home state, entrant's parent or legal guardian) will promptly respond and sign any

documentation or take any action required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission or promote the Contest. Specifically, Sponsor may use an entrant's Submission in its marketing materials, in any form, media or technology now known or later developed, including but not limited to Sponsor's website(s), WAP page(s), or Facebook page(s).

Limit: Each entrant may upload 1 unique Submission per day during the Contest Period. Submissions received from any person, Account or email address in excess of the stated limit will be void. Any attempt by any entrant to upload more than the stated amount of Submissions by using multiple/different Accounts, or any other methods will void that entrant's Submissions and that entrant may be disqualified.

Note: If you complete a Public Share or receive updates from any Website via SMS from your wireless phone, your wireless service provider may charge you for each text message or unit of data you send and receive. Please consult your wireless service provider regarding its pricing plans. You must be an active holder of a non-private Website Account throughout the Contest Period and for a reasonable time thereafter (for potential notification purposes) to participate in this Contest. All terms and conditions of Websites also apply. Multiple entrants are not permitted to share the same Website Account. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Account, the authorized account holder of the email address used to register at the applicable Website or the Account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning Accounts or email addresses for the domain associated with the submitted account/address. Each potential winner may be required to show proof of being an authorized account holder.

6. Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the 4 best Submissions from among all eligible Submissions received, based on an application of the following criteria ("Judging Criteria"):

- Creativity/Originality of Submission (50%);
- Quality of Submission (25%); and
- Brand Affinity (25%).

The Submission with the highest score will be deemed the potential Grand Prize winner, the next highest the potential First Prize winner, and so on. In the event of any tie, the entrant whose Submission received the higher score in the Creativity/Originality category, as determined by the qualified judges in their sole discretion, will be selected from among the tied entrants. Sponsor reserves the right to select fewer than 4 winning Submissions, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. Winner Requirements: The potential Grand Prize winner will be notified by Zócalo Group by direct message via the Account used to participate, on or around November 28 2012. Potential winners of all other prizes will be notified once the Grand Prize winner is confirmed. In order to receive any direct messages from Zócalo Group or Sponsor, an entrant's Account settings must be set to "unprotected" and/or "public." If a potential winner is not following @SUBWAY, he or she will be notified by public message. Each potential winner will be required to provide the required contact information, including a valid email address, phone number, and confirmation of age eligibility, as requested by Sponsor/Zócalo Group, within 24 hours of notification or he or she will forfeit the prize. Except where prohibited, the potential Grand, First, and Second Prize winner (parent/legal guardian if a winner is a minor in his/her state of residence) will also be required to sign and return a Declaration of Compliance, Liability and Publicity Release (the "Declaration"), which must be received by Sponsor within 5 days of the

date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner of any prize cannot be contacted, fails to respond with the required information within the required time period, fails to return the Declaration (Grand, First, and Second Prize only) within the required time period, does not comply with these Official Rules, or if a prize is returned as undeliverable, the potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. Only 3 alternate winners may be determined, after which the applicable prize will remain un-awarded. **Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity.** Each winner accepts and acknowledges that Sponsor shall not be obligated to use his or her Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 11, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

8. Prizes:

1 GRAND PRIZE: A trip for winner and a guest to Tuscany, Italy. Trip package includes round trip, coach-class air transportation for 2 from a major airport near winner's home; round trip ground transportation between the airport and hotel via private sedan, including round trip tickets for the ferry to and from Elba Island; 4 nights' accommodations at a hotel of Sponsor's choice (single room, double occupancy); daily breakfast at the hotel; 2 tickets to an all-day tour of San Gimignano, Chianti, Montalcino, and Siena; and \$500 spending money. Winner must complete the trip within 1 year from the date of notification or prize will be forfeited. Trip must be booked at least 21 days prior to departure. Trip subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. If winner is a minor (as determined by his/her state of residence), winner's guest must be winner's parent/legal guardian. If winner's guest is a minor (as determined by his/her state of residence), winner must be minor's parent/legal guardian and must complete required paperwork on behalf of minor, as applicable. Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. If winner cannot attend the tour, he or she forfeits that portion of the prize. By accepting a ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the tickets. Sponsor is not responsible if winner does not use tickets on day scheduled. The Sponsor is not responsible if the tour or any scheduled event is delayed, postponed or cancelled for any reason and winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. Approximate Retail Value ("ARV"): \$5,450. Actual value may vary

based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

1 FIRST PRIZE: A new-look shopping spree, awarded as a check for \$1,000. ARV: \$1,000.

1 SECOND PRIZE: SUBWAY® brand sandwiches for a year, awarded as 365 \$5 SUBWAY® Cards. ARV: \$1,825.

1 THIRD PRIZE: Diet Coke® for a year, awarded as 26 coupons for a 12-pack of Diet Coke®. ARV: \$155.74.

Terms and conditions of gift cards and coupons apply. Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. Sponsor reserves the right to substitute a prize for one of equal or greater value should it become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: 1 prize per person.

9. Publicity: Except where prohibited, participation in the Contest constitutes each winner's consent for Sponsor and Sponsor's designees to use winner's name, city, state, likeness, Submission, and/or prize information for promotional purposes in any media without further consideration. Winner also consents to Sponsor sending out congratulations via social media once winner is confirmed.

10. General Conditions: If for any reason, the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest, and select the winners from the entries received prior to the action taken or in other such manner as deemed fair and appropriate by Sponsor. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other Contest, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Contest may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

11. Release and Limitations of Liability: Except where prohibited, by participating in the Contest, entrant agrees to release and hold harmless The Coca-Cola Company, Coca-Cola bottlers, Wieden + Kennedy, Inc., Franchise World Headquarters, LLC, Doctor's Associates Inc., Subway Franchisee Advertising Fund Trust Ltd. (SFAFT), SUBWAY® Restaurants, Twitter, Inc., Zócalo Group, ePrize, LLC, and their respective related companies, parents, subsidiaries, affiliates, and their respective agents, franchisees, and agencies, and their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or use of the prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, cellular networks, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of entries; (e) late, lost, or undeliverable mail; (f) defamation which may be caused, directly or indirectly, in whole or in part, from disparagement of a winning Submission; (g) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest; or (h) any prizing and prizing availability restrictions contained herein. Entrant further agrees that in any cause of action, the Released Parties' liability will be

limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Released Parties are not responsible for any unauthorized third-party use of any Submission.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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; and (4) accepts all prizing and prizing availability restrictions contained herein and waives all rights and claims thereto. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy, <http://www.thecoca-colacompany.com/privacy.html>, ePrize, LLC's Privacy Policy <http://www.eprize.com/privacy-policy>, and the Subway Franchisee Advertising Fund Trust Ltd. (SFAFT) Privacy Policy <http://www.subway.com/subwayroot/PrivacyPolicy-SFB.aspx>.

14. Winner List: For a winner list, visit <http://bit.ly/PrNctD>. The winner list will be posted after winner confirmation is complete.