

# OTR SUBWAY 'PAY IT FORWARD' CAMPAIGN

## TERMS AND CONDITIONS

### A. Full Terms and Conditions

1. Information on how to enter forms part of these Terms and Conditions. Participation in the 'Pay It Forward Day' (**the Campaign**) is deemed acceptance of these Terms and Conditions.
2. The Promoter is Shahin Enterprises Pty Ltd ACN 008 150 543 trading as "On The Run" or "OTR".
3. The Campaign shall be held on **Saturday 28 April 2018 (Pay It Forward Day)** at all participating Subway stores in South Australia operated by the Promoter. For the avoidance of doubt, participating stores are Subway stores located at OTR sites (Nuriootpa excepted), and including Subway Collinswood, Mawson Lakes Boulevard, Mawson Lakes, Salisbury Highway, Millicent, Mount Gambier Commercial Street East, Mount Gambier Lakes Village, Parade Central, Salisbury Cinema, Whyalla Norrie and Whyalla Westlands (**the Participating Stores**).
4. To participate in the Campaign, customers must take the following steps on Pay It Forward Day:
  - a. Purchase a footlong sub with any cup drink in-store at Participating Stores.
  - b. At the point of purchase, customers will be offered the opportunity to choose to:
    - i. receive another footlong sub of an equal or lesser value, free; or
    - ii. donate a footlong sub from the options of Veggie Delight, BMT, Ham, Turkey Ham and Roast Beef, Chicken Strips or Roast Beef to Fred's Van Food Service operated by St Vincent de Paul Society to feed a stranger at a later date/s no later than 31 May 2018.  
(referred to as "**the Free Sub**").
  - c. Customers may receive a free cookie by validly scanning their OTR App at the point of purchase, subject to availability and limited to one cookie per transaction. Cookies may contain traces of tree nuts. Customers are responsible for ensuring that they are not allergic to any food content by visiting the Allergen Guide in-store or at [subway.com.au](http://subway.com.au).
5. By submitting an order, customers indicate that they have read and accept these Terms and Conditions.
6. By scanning their OTR App, customers acknowledge and agree that the Promoter may use the information contained in the App to contact the customers.
7. The Free Sub cannot be redeemed for cash or exchanged for the purchase of any other in-store items. Unused portions will be forfeited.
8. In all matters, all decisions of the Promoter will be final and cannot be contested, including acceptance of any errors or omissions at the Promoter's sole discretion, and customers hereby agree to accept such decisions.
9. To the fullest extent permitted by law, the Promoter (including its associated companies, officers, employees, agents and representatives associated with this Campaign) exclude all liability (including negligence) whether direct, indirect, special or consequential, in relation to:
  - a. any delay in delivery or lost subs for any reasons;
  - b. any theft, unauthorised access or third party interference;
  - c. any claim, loss, damage or expenses howsoever caused (including any negligence, act or omission by Participating Stores or the Promoter's employees);
  - d. any loss or damage whatsoever suffered (including any indirect or consequential loss, special or other damages) or for any personal injury suffered or sustained in connection with participation in the Campaign; and/or
  - e. any incorrect, inaccurate or incomplete information communicated in the course of or in connection with the Campaign (including any promotional material, website, or by any employee in person or via the phone, or for any technical difficulties or equipment malfunction (whether or not under the Promoter's control)).

10. The liability of the Promoter for any reason in relation to this Agreement and/or the provision of goods shall be limited to the replacement of the goods or the amount paid or payable by the customer in respect of the particular goods.
11. Customers acknowledge and agree that the Campaign is subject to conditions imposed by Subway and applicable food safety regulations and standards as may be amended from time to time.
12. The customer acknowledges and agrees that as OTR Subway stores are not charitable organisations, the cost of the 'Pay It Forward' sub is not tax deductible.
13. Any costs associated with accessing the website or obtaining more information about the Campaign is the customer's responsibility and is dependent on the customer's internet service provider or mobile network provider used.
14. In the case of intervention of any outside agent or event which naturally prevents or hinders the Campaign or the Distribution (including but not limited to natural disasters, acts of God), the Promoter and Participating Stores may, in their absolute discretion, cancel the Campaign or the distribution of the 'Pay It Forward' subs and recommence on a different date(s) on the same conditions subject to any relevant legislation or regulation.
15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter fully reserves its legal rights in all respects.
16. The Promoter may disclose customers' personal information to third parties, including but not limited to related entities, agents, service providers, contractors and as required to Subway or regulatory authorities. The Promoter may use personal information for marketing, publicity, research and profiling purposes, including sending electronic messages or emails to participating customers. The Promoter will use and handle personal information as set out in its Privacy Policy, available on its website or the OTR App. The Privacy Policy contains information on how customers may opt out, access, update or correct their personal information.