

RULES AND REGULATIONS

Hook, Line and SUBWAY® restaurants

1. **Agreement:** No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of these contest rules and the decisions of the Contest judges which are final.
2. **Sponsors:** The Contest Sponsors are Dave Mercer Outdoors Inc and Cundari Integrated Advertising Inc. (“Contest Sponsors”). Cundari Integrated Advertising represents Subway Franchisee Advertising Fund of Canada, Inc. Market 224.
3. **Eligibility:** The Contest is open to all residents of Ontario who have attained the age of majority; excluding employees, and (anyone living with any employee) of the Contest Sponsors, Subway Franchisee Advertising Fund of Canada, Inc., SUBWAY® franchisees and their employees, and their corporate affiliates, advertising or promotional agencies. Enter as often as you wish but limit one entry per qualifying purchase (FRESH VALUE MEAL®) or no purchase mail-in request. Illegible entries, bulk drop offs, photocopies, scanned copies, facsimiles or other mechanically or electronically reproduced entries will not be accepted and will be disqualified.
4. **Contest:** Visit a participating SUBWAY® restaurant and purchase any FRESH VALUE MEAL® and automatically receive a ballot for the Hook, Line and SUBWAY® restaurants contest. Fill out the ballot with your name, address, and phone number and deposit in the ballot box. To obtain a ballot without purchase of a FRESH VALUE MEAL® please send a self addressed postage-stamped envelope to: 26 Duncan Street. Toronto, Ontario, M5V 2B9, Attn. SUBWAY® contest. A contest ballot will be mailed to the participant to be completed. Once completed, the participant can either mail the ballot to Cundari (26 Duncan Street. Toronto Ontario M5V 2B9, or drop off the ballot in a ballot box at their local SUBWAY® restaurant. The ballot request must be received no later than August 1st, 2011 to allow time for delivery of the ballot. The Contest begins at 12:01am on July 4th, 2011 and ends at 11:59pm August 14th 2011 (“Contest Period”). The selected entrant for the Grand Prize will be chosen by a random draw at the Cundari office at approximately 2pm on September 1st, 2011. The selected entrant will be contacted by telephone by a representative of the Contest Sponsors, and must reply within 24 hours to maintain eligibility. Odds of winning are dependent on number of entries received.

Grand Prize: The Grand Prize is the Official competition boat. (2010 FX Skeeter FX20 with 250 Horsepower Yamaha SHO Motor (Motor used for 150 hours) from The Facts of Fishing TV show utilized by Dave Mercer! **No fishing equipment is included.**

Approx. Prize Value: \$45,000 (boat used by Dave Mercer).

Secondary Prizing: Secondary prizing will be distributed at the contest closing. Fifty-eight secondary prize winners will be drawn at random.

Secondary Prizing includes:

- 28 x \$100 Shimano Voltaeus Rod & Reel Combos (total value \$2,800)
- 15 x \$274 Mustang Survival Inflatable Life Jackets (total value \$4,110)
- 15 x \$220 BOATsmart! Safe Boating Prize Packs (total value \$3,300)

Total Secondary Prize value: \$10,210

Prizes will be awarded in sequential order above. 1. Shimano Voltaeus Rod & Reel Combos; 2. Mustang Survival Inflatable Life Jackets; 3. BOATsmart! Safe Boating Prize Packs

A release form will be sent to the selected entrant for completion. Correct answer to mathematical skill testing question required to win any prize. Odds of winning are dependant on the number of entries received at the time of contest closing. One Grand Prize or one Secondary Prize per participant. All secondary prizes, will be drawn and distributed with the Grand Prize at the Cundari Office, approximately 2pm on September 1st, 2011.

5. **Release:** Prior to receiving the prize, the participant will be required to correctly answer a time-limited mathematical skill-testing question and sign and return a declaration of eligibility and release form releasing Subway Franchisee Advertising Fund of Canada, Inc., and Contest Sponsors, their affiliates, subsidiaries, agencies and their respective officers, directors, employees, representatives, and agents from all claims and liability relating to this promotion, confirming compliance with the rules and consenting to the use of his or her name and photograph, without further compensation, in any publicity carried out by the Contest Sponsors and/or their advertising and promotional agencies.
6. **Privacy:** We will only use your personal contact information to administer contests, including contacting, announcing and promoting prize winners unless you otherwise agree. Contests are run in compliance with Facts of Fishing Inc. privacy code available at www.factsoffishing.com.
7. **Banning:** The Contest Sponsors may, in their sole discretion, prohibit any person from entering any contest that they believe to be abusing the rules. Such abuse includes entering false information.
8. **Other:** Contest is governed by the laws of Ontario and the laws of Canada applicable therein. The Contest Sponsors reserve the right to cancel or modify this contest or the contest rules at any time without notice. The prize must be accepted as awarded, is non-transferable and is not convertible to cash. The Contest Sponsors reserve the right to substitute any prize or portion of the prize with a prize of equal or greater value. The prize is awarded as-is and no warranties or guarantees are implied or expressed, beyond any standard manufacturer's warranty. The odds of winning depend on the number of

eligible entries received. All entries become the property of Contest Sponsors, which assume no responsibility for lost, stolen, delayed, damaged or misdirected entries or for any failure of any entry to be received by Contest Sponsors on account of technical problems or traffic congestion or any other reason. Contest Sponsors reserve the right, in their sole discretion to cancel or suspend this contest should a virus, bug or other cause beyond the reasonable control of Contest Sponsors corrupt the security or proper administration of the contest. Any attempt to deliberately undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Contest Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Entries are subject to verification and will be declared invalid if they are illegible, mechanically reproduced, mutilated, forged, falsified, altered or tampered with in any way. Entrants agree to abide by the Contest Rules and the decisions of the independent judging panel, which are final.

9. SUBWAY® is a registered trademark of Doctor's Associates Inc. ©2011 Doctor's Associates Inc.

TOR_LAW\7297730\14