

Firehouse Subs #FuelUnder500 Sweepstakes  
OFFICIAL RULES

**1. Entry Period:** The #FuelUnder500 Sweepstakes (the "Sweepstakes") entry period begins at 10:00 AM Eastern Time ("ET") on January 20, 2014 and ends at 11:59 PM ET on January 25, 2014 (the "Entry Period"). All entries must be received during the Entry Period to be eligible. Eastern Time shall control for all purposes of this Sweepstakes. Sponsor shall be the official timekeeper for the Sweepstakes. The Sweepstakes is governed by these Official Rules and is subject to all applicable U.S. federal, state and local laws. Void where prohibited or restricted by law or regulations.

**2. Eligibility:** The Sweepstakes is open only to legal residents of the United States and the Commonwealth of Puerto Rico who are 16 years of age or older at the time of entry ("Entrants"). Proof of residency and age may be required. Employees of Sponsor, Instagram, Facebook and their respective subsidiaries, divisions, affiliates, advertising or promotional agencies, and the immediate family and household members of such individuals, are not eligible to enter or win. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. In order to enter the Sweepstakes or receive a prize, Entrants must fully comply with the Official Rules and, by entering, Entrants represent and warrant that they agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**3. How to Enter:** To enter the Sweepstakes during the Entry Period, Entrants must submit an original photograph of themselves with a sub from Firehouse Subs Hearty & Flavorful Under 500 Calories menu to Instagram or to <http://www.facebook.com/FirehouseSubs> and tag the photograph with #FuelUnder500Contest

Limit of one (1) entry per person or Instagram account holder per day. Sponsor reserves the right in its sole discretion to disqualify any entry that it believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. Use of script, macro or any device to participate is prohibited. Entries by the same person in excess of the above entry limits will be disqualified. All submissions become the property of Sponsor upon receipt and will not be acknowledged or returned. By submitting an entry, Entrant agrees to the grant of

rights set forth below, to have his/her entry posted on the Internet. Any attempt by any Entrant to enter by using multiple/different social media accounts, identities or any other method will void that person's entries and he/she may be disqualified from further participation in the Sweepstakes.

**4. Selection of Winners:** 5 potential prizewinners will be selected in a random drawing conducted on or about January 26, 2015 from among all eligible entries submitted by the Sponsor. Odds of winning depend on the number of eligible entries received. Winners will be subject to verification of eligibility and compliance with these Official Rules, in Sponsor's sole discretion.

**5. Prizes:** Five (5) winners will each receive one \$50 Firehouse Subs gift card.

No transfer, refund, cash redemption, substitution, cash equivalent or replacement of prize permitted by winner, except that Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value (or cash equivalent). In the event the ARV of a prize is different from the actual retail value of that prize, the difference will not be awarded in cash. Prizewinners are solely responsible for the reporting and payment of all applicable federal, state, and local taxes (if applicable) associated with the receipt of any prize. Any portion of the prize not accepted or unclaimed and/or unused by the winner will be forfeited and will not be substituted. In no event will more than the stated number of prizes be awarded. Sponsor is not responsible for prizes of third-party providers.

**6. Winner Notification:** On or about January 26, 2014 1:00 PM EST, selected potential winners will be notified on Instagram or Facebook with instructions of how to contact Sponsor. Potential winner must respond by January 28, 2014 3:00 PM EST.

Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by potential winner for any reason. In Sponsor's sole discretion, selected potential winner may be disqualified and required to forfeit the prize, and an alternate potential winner may be selected in accordance with these Official Rules from among the remaining eligible Entrants if selected potential winner: (i) cannot be reached for whatever reason after a reasonable effort has been exerted; (ii) declines or cannot accept, receive or use the prize for any reason; (iii) is found to be ineligible to enter the Sweepstakes or receive the prize; or (iv) cannot or does not comply with any provision of these Official Rules. Forfeited or unclaimed prizes may not be awarded. Sponsor is not obligated to contact potential winner in any other manner than otherwise mentioned in these Official Rules. Selected prize winners may be required to complete (as directed by Sponsor) an Affidavit of Eligibility, Release of Liability and Publicity

Release (where permitted by law) (collectively, the "Affidavit") for him/herself. If prizewinner does not comply with these requirements, in Sponsor's sole discretion, prize may be forfeited and an alternate winner may be selected in accordance with these Official Rules from among the remaining eligible Entrants. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate winner, if any.

In the event of a dispute regarding the identity of an individual who actually submitted an online entry, the entry will be deemed submitted by the authorized account holder of the email account. "Authorized account holder" is defined as the natural person who is assigned to an email account by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winners may be required to show proof of being the authorized account holder.

**7. Grant of Rights:** Entrant irrevocably grants Sponsor, its subsidiaries, divisions, affiliates, and advertising and promotional agencies, an unlimited, perpetual, worldwide, [exclusive,] royalty-free, unconditional license and absolute right to edit, modify, adapt, distribute, stream, post, publish, broadcast, reproduce, store, copy, transmit, publicly display, exhibit, exploit, whether for profit or not, and/or otherwise use the Photo (in whole or in part) and copyrights therein in any way and in any and all media, in Sponsor's sole discretion, including but not limited to, the posting on social networking sites or any websites owned or operated by Sponsor or its affiliates, divisions or subsidiaries. Upon Sponsor's request, Entrant agrees to sign any and all legal forms deemed necessary by Sponsor in connection with the above grant of rights.

Entrant agrees that Sponsor shall be under no obligation to make any use of the Photo or to exercise any of the rights granted herein and that Sponsor is not responsible for any unauthorized use of Photo by third parties. Entrant shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, distortion, illusionary effect, faulty reproduction, or use in any composite form of the Photo.

Except where prohibited by law, by accepting a prize, winners agree and acknowledge that Sponsor and any of its designees may, without any limitation or further compensation, use winners' full names, cities and states of residence, photographs or other likenesses, entries, pictures, portraits, voices, testimonials, biographical information (in whole or in part), and/or statements made by winners regarding the

Sweepstakes or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, video, print, TV, radio, electronic, cable, social media, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval (“Publicity Release”).

By participating in the Sweepstakes, Entrants and anyone shown in their submissions will be sharing their personal information with Sponsor. If either Entrant or any people shown in the winning entries are under 18, their parent and/or legal guardian must agree and acknowledge the requirements of this paragraph and the Official Rules in their entirety.

**8. No Tampering, Right To Cancel, Modify:** Sponsor shall not have any obligation or responsibility, including any responsibility to award any prize to entrance, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human, or technical error of any kind; (c) entries who have committed fraud or deception in entering or participating in this Sweepstakes or claiming the prize; (d) internet, telephone, electronic, hardware, software, network or computer malfunctions, failures, or difficulties; (e) typographical, printing or other errors or omissions in these Official Rules, in any Sweepstakes-related advertisements or other materials, or other problems or errors of any kind whether computer, network, mechanical, human, electronic, typographical, printing or otherwise including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, in the processing of entries, in the selection or announcement of winners or in the awarding of prizes; (f) any inability of the winner to accept the prize for any reason; (g) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather, or any other similar event beyond Sponsor’s reasonable control; or (h) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Sweepstakes.

If for any reason, this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, phone malfunctions, or any other causes beyond Sponsor’s control, which affects the proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Sweepstakes. In such event, Sponsor may, in its sole discretion, award prizes in a random drawing from all eligible entries

received up to the date of cancellation or suspension. Sponsor also reserves the right to disqualify any individual who tampers with the entry process.

Sponsor further reserves the right to cancel or suspend part or all of this Sweepstakes if any associated social media platform changes its rules or guidelines during the course of the Sweepstakes so as to interfere with Sponsor's intended conduct of this Sweepstakes.

PLEASE NOTE THAT ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES AT LAW OR IN EQUITY FROM ANY SUCH PERSON(S) RESPONSIBLE TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. Representations and Warranties/Indemnification:** By entering this Sweepstakes, Entrants represent and warrant as follows: (i) their entry is Entrant's own original work and was created solely by Entrant for the purpose of entering the Sweepstakes and that Entrant owns and controls the entry and all rights in it throughout the world; (ii) the entry, as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the entry has not been previously published, distributed or otherwise exploited; (iv) the entry does not and will not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (v) that all people shown in any entry have given their permission to participate in this Sweepstakes and to have their likeness/image appear on the Internet (if a person is a minor, permission has been obtained from their legal guardian and/or parent); and (vi) the entry does not and will not violate any applicable laws. Each Entrant hereby agrees to indemnify and hold harmless the Sponsor, Instagram, Facebook, and their subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of Entrant hereunder.

**10. Release of Liability; Disclaimer of Warranty:** By participating in the Sweepstakes, Entrants and each winner agrees to release and hold harmless Sponsor, Instagram, Facebook, and each of their subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors (the "Released Parties"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional

distress), and/or death, which may occur, in whole or in part, directly or indirectly, in connection with preparation for, or participation in, the Sweepstakes, or possession, acceptance and/or use or misuse of the prize or participation in any Sweepstakes-related or prize-related activity and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery. The Released Parties assume no responsibility for any injury or damage to Entrants' or to any other person's computer, regardless of how caused, relating to or resulting from entering or downloading materials or software in connection with this Sweepstakes. Entrants and winner acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize or any component thereof, including, but not limited to, express warranties provided by the supplier of the prize(s) (or any component thereof) or their affiliates.

**11. Use of Data:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at: <http://www.firehousesubs.com/PrivacyPolicy>, and any social media platform's privacy policy upon which Entrants' information may be provided. By participating in the Sweepstakes and providing other personally or non-personally identifiable information, entrants hereby agree 1) to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy, and 2) Entrant is providing such information to Sponsor and not to any social media platform, including Instagram[ or Facebook]. In the event of any inconsistency between the Terms of Use/Privacy Policy and these Official Rules, then these Official Rules shall control.

**12. Disputes:** Except where prohibited by law, by entering the Sweepstakes, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim punitive, exemplary, indirect, special, incidental or consequential damages, any other damages (whether due to negligence, strict liability, contract or otherwise), other than actual out-of-pocket expenses (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, construed and enforced in accordance with the laws of the State of Florida without giving effect to any choice of

law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than Florida.

Before initiating any formal dispute resolution proceedings, Entrant agrees to negotiate with Sponsor in good faith on an individual basis. If Sponsor and Entrant do not reach an agreement, Entrant agrees to submit his dispute to binding arbitration, on an individual basis, under the rules of the American Arbitration Association, such proceedings to be governed by the Federal Arbitration Act, and the award capable of being enforced in any court of competent jurisdiction. All administrative costs of any arbitration shall be split equally between the parties, and each party shall be responsible for paying its own attorneys' fees, expert fees and expenses. To the maximum extent permitted by law, the parties agree that the arbitration award shall not include consequential or punitive damages or injunctive relief but shall only award the aggrieved party the actual damages sustained. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the Entrant's and/or Sponsor's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision.

The value of the prizes set forth above represents Sponsor's good faith determination of the ARV thereof and such determination is final and binding and cannot be appealed.

**13. Winners List:** To request the names (including city, state) of the winners, please send a self-addressed, stamped business size envelope by April 25, 2015 to: Firehouse Subs, c/o Jimmy Vinicky, 3400-8 Kori Road, Jacksonville, FL 32257. VT residents may omit return postage.

**14. Rules Requests:** The Official Rules are available online at:  
<http://www.firehousesubs.com/sweepstakes>.

**15. Sponsor:** The Sweepstakes is sponsored by Firehouse of America, LLC, 3400-8 Kori Road, Jacksonville, Florida 33257 (the "Sponsor").

**16. Sponsor Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram [or Facebook]. Any and all questions, comments, or complaints regarding the Sweepstakes must be directed to Sponsor, not to Instagram [or Facebook]. All third party trademarks referenced in the administration of this Sweepstakes are property of their respective owners. Sponsor's use of such trademark(s) is solely to describe the Sweepstakes process and not to suggest any affiliation or sponsorship.