



TERMS & CONDITIONS FOR SUBWAY BEAT MY TRACK RECORD CHALLENGE

Last updated on 28 June 2022, 10:00AM GMT+8

1. EVENT:

a. The “Subway Beat My Track Record Challenge” Event, (“**SBMTRC**”, “**the game**” or “**the event**”), is organised by Sqkii Pte Ltd, (“**Sqkii**”) in conjunction with SUBWAY SINGAPORE SYSTEMS PTE LTD (“**Subway**”). The event commences from 29 June 2022, 1000 hours and ends on 18 October 2022, 2359 hours (the “**event period**”).

b. There is no participation fee for joining the event. The participant agrees that any costs incurred while participating in the event is to be solely borne by the participant.

c. By participating in SBMTRC, the participant represents and warrants that the participant is over the age of 18 years or, if under the age of 18 years, has the participant’s parent’s or legal guardian’s consent to enter the event.

d. By participating in SBMTRC, the participant agrees to conduct him or herself in an appropriate manner throughout the event and agrees not to obstruct, injure, or otherwise cause harassment, alarm or distress to fellow participants.

e. By participating in SBMTRC, the participant agrees to strictly abide by and comply with all notices, guidelines, rules and instructions (including the safety instructions) as issued by Sqkii and Subway (“**Notices**”) from time to time. The participant agrees that, apart from the Notices issued by Sqkii and Subway, the participant will take reasonable precautions and safety measures while participating in the event.

f. The participant agrees that any breach of these Terms & Conditions (“**T&Cs**”) may result in the suspension or termination of the participant’s participation in the event (which may be effected by written notice to the participant), and possible legal action being taken against the participant.

2. ELIGIBILITY:

a. The participant must be a Singapore Citizen, Permanent Resident, valid employment pass holder, student pass holder or work permit holder.

b. Staff employed by Sqkii and their immediate family members are not eligible to participate in this event.

c. Subway staff employed on a permanent, contract, and/or casual basis, including interns, at any point during the event period are not eligible to participate.



d. The immediate family members of the employees of Subway who have been directly involved in the conceptualisation, development, and execution of SBMTRC are also not eligible to participate in this event.

3. LICENSE:

a. Each participant agrees to grant Sqkii and Subway the non-exclusive, royalty free, and transferable licence to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use the participant's works (defined below) for the promotion and publicity of Sqkii and Subway events; in any manner, format, or media known or later devised, in perpetuity and in anywhere in the world, including and without limitation to or on online platforms such as Facebook, Twitter, Instagram or other social media platforms.

b. Each participant also agrees to grant Sqkii and Subway the right to sublicense the rights licenced above.

c. For the avoidance of doubt, Sqkii and Subway expressly reserves the right to adapt, edit, or modify the above-mentioned works for any promotional or marketing purposes of Sqkii and Subway.

4. PRIZE:

a. There will be multiple cash prizes (collectively, "**Leaderboard Prize(s)**") awarded to winners of the in-game weekly leaderboard (the "**Leaderboard**"). Sqkii and Subway reserve the right to modify and/or terminate the Leaderboard Prizes at any time at their sole discretion without any notice to the participants.

b. Participants can assemble in-game items known as "Subs" (the "**participant's works**") for a place on the Leaderboard. A participant's ranking on the Leaderboard will be determined based on the total amount of Leaderboard points awarded from their assembled Subs in that week (if any) and the time of assembly of such Subs.

c. Winners of the SBMTRC Leaderboard Prizes will be determined at 0000 hours on each Wednesday of the week (the first group of Winners decided on 6 July 2022) for the duration of the event period. The top 5 participants on the Leaderboard of a particular week (collectively, "**Winners**") will be entitled to the Leaderboard Prize(s) for that week.

d. The Winners and corresponding prizes of each week will be specified in the game user interface on the Leaderboard page.

e. Each Winner must complete and submit the necessary digital form on the SBMTRC interface by 18 October 2022, 2359 hours, or his/her Leaderboard Prize will be forfeited.



f. Leaderboard Prizes will be credited by 30 November 2022 to each Winner's respective PayNow account linked to his/her mobile number used to register for SBMTRC, where the account is successfully opened no later than 18 October 2022, 2359 hours.

g. Each Winner is responsible for ensuring that the mobile number submitted for SBMTRC registration is the same mobile number registered in his/her own PayNow account. Sqkii and Subway accept no responsibility for any inability or failure to award the Leaderboard Prize(s) to a Winner(s) due to inaccurate or incomplete account information.

h. If a Winner submits his/her mobile number inaccurately as part of SBMTRC registration, does not have a PayNow account as of 30 September 2022, 2359 hours, or is found to have closed his/her PayNow account before Leaderboard Prizes are credited, the Winner is deemed to have forfeited his/her Leaderboard Prize.

i. Each Winner agrees that upon acceptance of the Leaderboard Prize and/or having his/her Leaderboard Prize forfeited, he/she will not be eligible to participate or win subsequent Leaderboard Prizes throughout the remaining duration of SBMTRC.

j. If Sqkii or Subway discovers that the Winner has, among other things, not conducted him or herself in an appropriate manner in the course of playing the game, or has conducted him or herself in a manner that is clearly prejudicial to the spirit of the game, the Winner will not be entitled to the Leaderboard Prize(s) and shall be disqualified from further participating in the game. Should the aforesaid breach be discovered after the collection of the Leaderboard Prize, such Leaderboard Prize shall be forfeited and returned to Sqkii or Subway on demand. The said forfeited Leaderboard Prize will be awarded to the participant with the next highest rank based on their ranking on the Leaderboard for that week.

k. The Winner agrees that he/she and his/her parent/legal guardian (if applicable) must provide and consent to provide documentary proof of his or her Singaporean residential address and other personal data as may be required (including valid identity documents) during the validation and verification process with Sqkii to receive the Leaderboard Prize. If the Winner is under the age of 18, the Winner's parent or legal guardian shall further provide Sqkii with valid identity documents of the Winner and of the Winner's parent or legal guardian to receive the Leaderboard Prize, for audit and validation purposes.

l. The Winner agrees that he/she and his/her parent/legal guardian (if applicable) shall be responsible for all costs associated with arranging for the collection and/or return of the Leaderboard Prize.

m. Each Winner agrees to have his or her name published on Sqkii's and Subway's event website and on the Sqkii's Facebook, Twitter, Instagram, and any other social media accounts.

n. Each Winner agrees to partake in at least 3 (three) media-related activities with Sqkii and/or the Subway including, and without limitation to, interviews with Sqkii, Subway and/or its other partners (if any).



o. Sqkii and Subway may use the necessary Personal Data (defined below) for publicity, liaison, advertising or marketing purposes in connection with any Sqkii and Subway's programmes/ outreach/ initiatives/ activities. The Winner also agrees not to partake in any other media-related activities in relation to SBMTRC without prior consent of Sqkii.

p. The decisions made by Sqkii or Subway regarding facts connected with SBMTRC, including the result of the Winner(s), are final. No appeals by the participants will be entertained.

q. Participants must be responsible for providing complete and accurate contact information to Sqkii. Sqkii accepts no responsibility for any inability or failure to contact the participants arising from inaccurate or incomplete contact information.

r. The Leaderboard Prize(s) are non-transferable and non-assignable.

s. The Leaderboard Prize(s) issued by Sqkii are final, binding and non-exchangeable. Sqkii will not entertain any request to exchange the prize(s).

5. CRATES AND QUALIFYING PURCHASES

a. A participant may obtain an in-game item known as a Crate (collectively, "**Crates**") in SBMTRC by making qualifying purchases.

i. Each qualifying purchase entitles the participant to 1 (one) Crate.

ii. Each Crate will award the participant in-game items at random, where said in-game items may include ingredients and/or power-ups.

iii. The first Crate obtained by each participant will award the participant a power-up known as a Fridge.

b. A qualifying purchase is defined as the purchase of 1 (one) Subway meal, where the purchase is made within the event period. A Subway meal includes all of the following items:

i. 1 (one) Egg Mayo, Tuna, Roasted Chicken Patty, Chicken Sliced, or Veggie Delite sandwich

ii. 1 (one) 16oz drink

iii. 1 (one) cookies

6. DATA COLLECTION, USAGE, AND DISCLOSURE:

a. For the purposes of these T&Cs, "**Personal Data**" shall have the meaning defined in the PDPA and shall include any Personal Data of any individual that the participant submits via the SBMTRC interface.

b. By participating in SBMTRC, the participant expressly consents to Sqkii's collection, usage, disclosure, processing and retention of his or her Personal Data for purposes related to his/her participation in SBMTRC such as, but not limited to, participant identification, data analysis, diagnostic testing, fraud prevention measures, participant recognition, publicity and media events, and prize collection. Personal Data may include, but is not limited to, the participant's



age, gender, email address, phone number, or any other personal information that the participant provides to Sqkii.

c. By participating in SBMTRC, the participant expressly authorises and consents to Sqkii's disclosure to Subway, and Sqkii's and Subway's use, of the participant's Personal Data. Sqkii and Subway may use the participants' Personal Data for the specific purpose of referencing to its database to determine the participant's identity and eligibility, as well as for the purposes stated in Clause 4(o) and Clause 6(b) above.

7. LIABILITIES:

a. To the furthest extent permitted under applicable law, all participants in SBMTRC agree that neither Sqkii, Subway nor their affiliates, employees, directors, officers, agents and/or assignees shall be liable in any way for, and shall be indemnified, released, discharged and held harmless, fully and effectively, by each participant against and from any and all claims by any participant or third party for:

- (i) slander, libel, defamation, violation of rights of privacy, publicity, data protection and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright or other intellectual property infringement, and/or any other tort and damages arising from or in any other way related to their participation in SBMTRC;
- (ii) all injuries, losses or damages to property or person of any kind, including death, claims, actions, proceedings and other liability arising out of or caused in whole or in part, directly or indirectly, by the acceptance, possession, use or misuse of the prizes or participation in SBMTRC;
- (iii) any lost, late, mechanically duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected entries; and
- (iv) any losses, costs, expenses, fees or damages incurred by the participants arising out of or in connection with SBMTRC or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment.

b. Nothing in these T&Cs shall limit or exclude any liability for death or personal injury caused by Sqkii or Subway's negligence.

8. WARRANTIES, SEVERABILITY AND THIRD PARTY RIGHTS:

a. Sqkii and Subway make no warranty, whether expressly or impliedly, that SBMTRC will be error-free and/or uninterrupted, and/ or that the content or any functions associated with SBMTRC's website will be uninterrupted or error-free or that SBMTRC's website is free of any viruses, spyware, malware, adware, ransomware, trojan, worms and/or other harmful elements, and expressly excludes all liability in connection with the foregoing.

b. Sqkii and Subway make no warranty, whether expressly or impliedly, as to any harm arising from accessing any information or material through Sqkii and Subway's websites or social media



platforms, including and without limitation to harm caused by viruses, spyware, malware, adware, ransomware, trojan, worms or similar contamination or destructive features, whether or not known and expressly excludes all liability in connection with the foregoing.

c. If any term or provision of the T&Cs is held by any court or competent authority to be illegal, void or unenforceable under any law that is applicable hereto, such term or provision shall be deemed to be deleted from the T&Cs and the validity or enforceability of the remainder of the T&Cs shall remain in full force and effect. Sqkii and Subway's failure to enforce at any time the provisions of the T&Cs or any rights, powers or remedies in respect thereto shall in no way be considered to be a waiver of such provisions, rights, powers or remedies, or in any way affect the validity of the T&Cs. No waiver of Sqkii's or Subway's rights, powers or remedies in respect of a breach of these T&Cs shall be (i) effective unless made in writing and signed by Sqkii or Subway (as applicable); (ii) deemed to be a waiver of any subsequent breach of that or any other provision of these T&Cs.

d. The T&Cs are not intended to confer rights on any third parties, whether pursuant to the Contracts (Rights of Third Parties) Act 2001 or otherwise, and no third party shall have any right to enforce any provision of the T&Cs, regardless of whether such person or entity has been identified by name, as a member of a class or as answering a particular description.

9. NOTICE:

a. The participant hereby agrees and acknowledges that all electronic communications made pursuant to the participation in the SBMTRC shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document.

10. GENERAL PROVISIONS

a. Sqkii and Subway reserve the rights to amend the T&Cs without prior notice at any time and for any reason. The revised terms and conditions shall apply to SBMTRC from the date of publication of the revised T&Cs on the SBMTRC website, and the participant hereby waives any right that the participant may otherwise have to be notified of, or to consent to, revisions of these terms and conditions.

b. Sqkii and Subway reserve the right at its sole discretion, to suspend, postpone or terminate SBMTRC or shorten or extend the event period and/or amend, modify, delete, supplement, replace or revise the T&Cs, without any liability or prior notification to any person, including but not limited to any participant.

c. Sqkii and Subway shall not be liable to any party whatsoever for any delay in complying or failure to comply with the T&Cs due to the occurrence of any event or circumstance beyond its control, including without any limitation to, acts of God, natural disasters or catastrophes, riots or wars (whether declared or not), terrorist activities, epidemics, health threats, quarantine requirements, change or issuance of new applicable laws.



d. In all circumstances, Sqkii and Subway's decisions shall be final, binding and conclusive on all matters relating to SBMTRC (including any dispute arising from gameplay, or any information transmitted by Sqkii or Subway in relation to SBMTRC, or interpretation of these T&Cs), and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.

e. These T&Cs shall constitute the entire understanding and agreement between Sqkii and Subway on the one hand, and the participants on the other in relation to their participation in SBMTRC.

f. In the event of any inconsistency between the T&Cs and any brochure, marketing or promotional material relating to SBMTRC, the T&Cs shall prevail.

11. GOVERNING LAW:

a. These terms and conditions shall be governed by and construed in accordance with the laws governing the Republic of Singapore.

b. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of the Republic of Singapore.

Privacy Policy

Last updated on 28 June 2022, 10:00AM GMT+8

1. You agree not to submit any information to us which is inaccurate or misleading, and you agree to inform us of any inaccuracies or changes to such information. We reserve the right at our sole discretion to require further documentation to verify the information provided by you.

2. If you sign up for Subway Beat My Track Record Challenge, we may access information about you which you have voluntarily provided to us and we will manage and use any such personal data in accordance with this Terms and Conditions at all times.

3. If you do not want us to collect the aforementioned information/personal data, you may opt out at any time by notifying our Personal Data Protection Officer in writing. Note, however, that opting out or withdrawing your consent for us to collect, use or process your personal data may affect your participation in Subway Beat My Track Record Challenge.

4. We may from time to time use "cookies" or other features to allow us or third parties to collect or share information in connection with your use of our Services or platform. "Cookies" are identifiers that are stored on your computer or mobile device that record data about computer or device, how and when the Services or platform are used or visited, by how many people and other activity within our platform. We may link cookie information to personal data. Cookies also link to information regarding what items you have selected for purchase and web pages you have viewed. This information is used to enable our third party partners to conduct data analysis and to monitor usage.



5. You may withdraw your consent for the collection, use and/or disclosure of your personal data in our possession or under our control by sending an email to our Personal Data Protection Officer at dpo.sg@sqkii.com, and we will process such requests in accordance with this Privacy Policy and our obligations under the Privacy Laws and other applicable law. However, your withdrawal of consent may mean that we may need to limit or terminate your participation in Subway Beat My Track Record Challenge.

6. Requesting Access to or Correction of Personal Data

a. You may request to access and/or correct your personal data currently in our possession or control by submitting a written request to us. We will need enough information from you in order to ascertain your identity as well as the nature of your request so as to be able to deal with your request. Hence, please submit your written request by sending an email to our Personal Data Protection Officer at dpo.sg@sqkii.com.

b. We may charge you a reasonable fee for the handling and processing of your requests to access your personal data. If we so choose to charge, we will provide you with a written estimate of the fee we will be charging. Please note that we are not required to respond to or deal with your access request unless you have agreed to pay the fee.

c. We reserve the right to refuse to correct your personal data in accordance with the provisions as set out in Privacy Laws, where they require and/or entitle an organisation to refuse to correct personal data in stated circumstances.