

Score Big Cash with SUBWAY® restaurants & WIVK-FM Score Prediction Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING PROMOTION IS VALID IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ("D.C.") ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.

Sponsor/Administrator: This Contest is administered by [Citadel Broadcasting Corporation, 4711 Old Kingston Pike, Knoxville, TN 37919](#) and SFAFT market #060-0 and WIVK-FM

Who May Enter: Contest is open to legal residents of the 50 United States and District of Columbia ("D.C."), who are age 18 or older as of date of entry, and have a valid driver's license, except the following classes of persons who are not eligible to enter:

- a. Employees, officers, and directors of **SUBWAY® restaurants, Citadel Broadcasting Corporation** ("Administrator"), SUBWAY Franchisee Advertising Fund Trust, Doctor's Associates Inc., each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, "Released Parties"), and the members of the immediate families or households, whether or not related, of any of the above. "Immediate family members" includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step grand children) and each of their respective spouses.
- b. Anyone who is unable or unwilling to visit a participating sponsor location to register for the contest.

Contest Period: Contest registration is scheduled to begin on **10/12/09 and end 11/17/09** (the "Registration Period") at participating sponsor locations. The grand prize contest is scheduled to occur on **11/21/09** during the Vanderbilt at Tennessee college football game. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Entry—How to Enter – Two Ways:

1. **Register to Win** – Official entry forms will be made available (*while supplies last*) at participating SUBWAY® restaurant locations in the Knoxville, TN metro area during normal business hours between **10/12/09 – 11/8/09**. Visit any participating location during the Registration Period to obtain an official entry form, and fully complete entry with all required information on the entry including your name, address (*street, city, state, zip*), daytime and evening phone, birth date and email. Deposit completed entry into the official registration box provided at such location. Maximum of one entry per person per day.
2. **WIVK-FM Remote** – Join WIVK-FM at the designated SUBWAY® restaurant location on **11/17/09** during the station appearance for a last chance register to win opportunity. Official entry forms will be made available (*while supplies last*) during the event. Fully complete entry with all required information on the entry including your name, address (*street, city, state, zip*), daytime and evening phone, birth date and email. Deposit completed entry into the official registration box provided at event. All eligible entries must be received by the end of the station appearance on **11/17/09**. Maximum of one entry per person.

Information on all entries must be hand-printed. No mechanically reproduced or photocopied entries allowed. Incomplete or illegible entries will be disqualified. Released Parties are not responsible for entries that are lost, late, misdirected, illegible, incomplete, inaccurate, damaged, or lost or stolen entry boxes or for entries submitted in a manner that is not expressly allowed under these rules. All such entries will be automatically void.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's name will be disqualified and ineligible to claim any prize. An individual who does not meet the eligibility requirements, or does not wish to participate in the grand prize contest will be disqualified. Difficulties with getting to a participating sponsor location to enter the contest are not the responsibility of Sponsor. All entries received become the property of the Sponsor and will not be returned.

Finalist Selection & Notification: A random drawing will be held on or about **11/17/09** following the conclusion of the WIVK-FM appearance at the designated SUBWAY® restaurant location from among all eligible entries received from all participating locations and entry methods combined to select one official grand prize finalist. The selected finalist will be notified initially by phone of their selection. Any finalist that cannot be reached after an initial attempt to reach the finalist at the phone number listed on their entry may be disqualified. Sponsor shall then randomly select an alternate finalist from all remaining eligible entries received, time permitting, and notify the alternate finalist per the procedures outlined above.

A selected finalist who does not meet the eligibility requirements, or does not wish to participate in the grand prize contest will be disqualified. An alternate finalist will be randomly selected per the procedures outlined above, time permitting. Decisions of judges in the selection and determination of the official finalist, and all matters related to this contest are final.

Only the selected finalist will be eligible to participate in the grand prize contest for the chance to win the grand prize (*described below*). All other entrants are ineligible to participate or win. **Finalist selection and participation is non-transferable.**

Grand Prize Contest: In order to claim the grand prize, the one (1) eligible finalist selected for the grand prize contest must correctly predict the exact **Final Score** of the designated game for both teams. The selected finalist must provide Contest Administrator with their final score prediction during an on-air broadcast/call with the selected finalist on **11/18/09**. By participating, selected finalist agrees to the unlimited broadcast of their name, voice and score prediction on air without any financial remuneration or consideration.

Designated Game: **Vanderbilt at Tennessee (11/21/09 – Knoxville, TN)**

The following requirements will apply to the submitted Final Score prediction:

- The Final Score prediction must be completely accurate and match the exact final score with the correct team. For example, if the actual final score of a designated game is Tennessee – 27, Vanderbilt – 10, then a submitted final score prediction of Vanderbilt – 27, Tennessee – 10 or a prediction of 27-10 without specifying the associated teams will not constitute a winning entry.
- The entry and score prediction must be clearly legible and complete for both teams. Any incomplete or illegible entry will be disqualified and will not be eligible for the grand prize.
- Only the one (1) official finalist selected by sponsor is eligible to participate or win. All other entries are disqualified and will not be acknowledged, regardless of the accuracy of their prediction.
- At the completion of the designated game, the eligible finalist prediction will be compared to the actual score.
 - The grand prize will be awarded only if the eligible finalist's final score prediction exactly matches the actual final score of both teams of the designated game.

Prize Awards & Delivery:

Finalist Prize Award: The designated finalist selected for the grand prize contest will receive two (2) tickets to the designated game, and have one (1) opportunity to predict the actual Final Score of the game to win the grand prize. Approximate retail value of game tickets is **\$100**.

Grand Prize – Correct Final Score Prediction: In the event of a successful final score prediction according to these official rules, the finalist will be eligible to claim the grand prize, subject to approval and verification of compliance with these official rules. The grand prize award is as follows: **\$107,000 Cash**.

A maximum of (1) grand prize will be awarded. If the designated finalist does not correctly predict the exact final score for both teams as required by these official rules, then the grand prize **will not be awarded**.

Grand prize winner, if any, must accept delivery of prize from sponsor, or as otherwise instructed by sponsor. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to all applicable taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no cash redemption or prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

Winner will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release (*Tennessee residents need not sign publicity release*), and present a valid driver's license and social security card before prize will be awarded. Winner of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all applicable taxes on prize(s). Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation. Total ARV of all available prizes: **\$107,100**.

Additional Rules & Restrictions: By participating in this promotion, entrants agree to abide by and be bound by the Official Rules and the decisions of the Contest Administrator, which shall be final in all matters relating to this Promotion. In the event an entrant wins a prize, and is later found to be in violation of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in promotion constitutes permission for the Sponsor and its agencies to use entrants' names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the Promotion or in the announcement of the prizes/prize winners. Entrants release the Sponsor, Subway Franchisee Advertising Fund Trust Ltd. and Doctor's Associates Inc., their affiliates, subsidiaries, agencies and their respective officers, directors, employees, representatives, and agents from all claims and liability relating to this promotion.

By accepting prizes, winners agree to hold sponsor, its affiliates, subsidiaries, advertising and promotion agencies, Subway Franchisee Advertising Fund Trust Ltd. and Doctor's Associates Inc., all "Released Parties", the Contest Administrator and each of their respective directors, officers, employees and assigns (collectively "Releasees"), from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Promotion, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel related thereto), and to assume all liability therefore.

Releasees shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Releasees' sole control.

Odds: The odds of being selected as the official finalist are dependent upon the total number of eligible entries received.

IN CASE OF DISPUTES: By participating, each participant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any rebates awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Tennessee; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State

of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Tennessee or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Tennessee.

Winners List: For a copy of these official rules or a list of winners, if any, send a self addressed, stamped envelope to: **SUBWAY® restaurants Score Prediction Contest, C/O Citadel Broadcasting Corporation, 4711 Old Kingston Pike, Knoxville, TN 37919**. Please specify which you are requesting. Requests must be received by 1/21/10.

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