

“SUBWAY FRESH ARTISTS™” Competition Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. ENTRANTS MUST BE LEGAL RESIDENTS OF THE 50 UNITED STATES. OPEN ONLY TO OURSTAGE ACCOUNT-HOLDERS WHO ARE THE AGE OF MAJORITY OR OLDER AT THE TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW. THESE OFFICIAL RULES APPLY TO THE “SUBWAY FRESH ARTISTS™” (“COMPETITION”)

- 1. ELIGIBILITY:** Competition is open to OurStage account-holders who have Internet access and are at least the age of majority or older at the time of Entry. The following are not eligible: employees, contractors, directors and officers of OurStage, Inc. (“OurStage”), Subway Franchisee Advertising Fund Trust, Ltd. (collectively, “Sponsors”), and each of their respective parent, subsidiaries and affiliated companies, distributors, web design, advertising, fulfillment, judging and Competition agencies involved in the administration, development, fulfillment and execution of this Competition (collectively, “Promotion Parties”), and the immediate family members of each (spouse, parent, child, sibling, grandparent, and spouse or “step” of each) and those living in their same households (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of Competition).
- 2. COMPETITION PERIOD:** Competition begins at 12:00:00 am Eastern Time (“ET”) on September 10, 2010 and ends at 11:59:59 pm ET on September 31, 2010 (“Competition Period”).
- 3. TO ENTER:** One entry per person. To enter Competition, Entrant must first create a free account by logging on to www.ourstage.com (“Web Site”). Entrant must then upload an audio recording of Entrant’s band performing an original musical composition (“Submission Materials”) between 12:00:00 am ET September 10, 2010 and 11:59:59 pm ET September 21, 2010 (“Submission Period”). In order to be considered a valid Entry, the Submission Materials must conform to the criteria listed in Section 6 below. For the avoidance of doubt, Entrant, additional band members, and any individuals appearing in the Submission Materials must be at least the age of majority in the state in which such individuals reside.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR' WEBSITES, AT SPONSORS SOLE DISCRETION. Sponsors reserve the right to, and may or may not, monitor/screen Entries prior to posting them to the Website. By entering, Entrant acknowledges that Sponsors have no obligation to use or post submitted Entry . Submission of an Entry grants Sponsors and their agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the Entrant. ENTRIES POSTED TO THE WEBSITE ARE NOT EDITED BY SPONSORS AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER.

Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

4. COMPETITION TERMS OF SUBMISSION: As conditions of Entry into a Competition, and by uploading Submission Materials, each Entrant warrants and represents on behalf of Entrant and every other member of Entrant's band, that Submission Materials (a) are your original work, (b) that the Submission Materials have not been previously published, (c) that the Submission Materials do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) that Entrant has obtained permission from any person whose name, likeness or voice is used in the Submission Materials and (e) and that publication of the Submission Materials via various media including Web posting, will not infringe on the rights of any third party rights. Any such Entrant will indemnify and hold harmless, Sponsors from any claims to the contrary. Each Entrant further warrants and represents that the Entrant has obtained permission from each person who appears in the Submission Materials to grant the rights to the Promotion Parties described in these Official Rules, and can make written copies of such permissions available to the Promotion Parties upon request. By submitting an Entry, Entrant agrees to the Terms and Conditions specified on this Web site and further agrees to never sue or assert any claim against the Promotion Parties use of the Submission Materials. Entrant agrees to indemnify and hold the Promotion Parties and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Competition Indemnitees"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees) and liabilities (including settlements), brought or asserted by any third party against any of the Competition Indemnitees due to or arising out of the Entrant's Submission Materials in the Competition, or the Entrant's conduct during and in connection with this Competition, including but not limited to claims of infringement of a party's trademark, copyright, or other intellectual property rights, right of publicity, right of privacy or defamation. Entrant agrees to release and indemnify and hold harmless Sponsors and the Promotion Parties from any and all claims that any advertising, presentation, web content or any other material subsequently produced, presented, and/or prepared by or on behalf of Sponsor or the Promotion Parties infringes on the rights of Entrant's work as contained in the Submission Materials.

5. PRIVACY POLICY: Please read the Privacy Policy for more information about our information collection and use practices found at <http://www.ourstage.com/about/privacy>.

6. SUBMISSION MATERIALS FORMAT AND CONTENT REQUIREMENTS:

Technical Requirements

The Submission Materials must be greater than 30 seconds and no more than 15 minutes in length, and be submitted in one of the formats allowed on the Upload/Compete page on the Web Site.

All Entries must comply with the OurStage Terms and Conditions found at <http://www.ourstage.com/about/terms>.

Additional Requirements

- Entrants must be legal residents of the 50 United States.
- All entries must be acceptable for radio airplay with clean lyrics.
- Only Submission Materials that are determined, at the discretion of OurStage under advisement of the Sponsors, to be classified as rock, pop, country, singer-songwriter as defined on the OurStage FAQ .
- (<http://www.ourstage.com/about/faqs>) will be deemed valid entries.
- Consideration will be made for entries that are upbeat and reflect the “Subway Fresh” image of a good breakfast and a great start to the morning. There is no specific requirement for inclusion of the SUBWAY® brand in songs, but tracks will be reviewed for lyrics and melody that project the “Fresh” and upbeat image of waking up to a SUBWAY® breakfast.
- Accepted genres for the “SUBWAY FRESH ARTISTS™” Competition: Rock” must fall into the following genre-based categories on OurStage: Rock Channels including Alternative Rock, Funk, Indie Rock, Modern Rock, Rock, Soft Rock, Southern Rock.
- Accepted genres for the “SUBWAY FRESH ARTISTS™” Competition: Pop” must fall into the following genre-based categories on OurStage: Pop Channels including Pop and Indie Pop.
- Accepted genres for the “SUBWAY FRESH ARTISTS™” Competition: Country” must fall into the following genre-based categories on OurStage: Country Channels including, Alternative Country, Country and Traditional Country.
- Accepted genres for the “SUBWAY FRESH ARTISTS™” Competition: Singer-Songwriter” must fall into the following genre based categories on OurStage: Singer-Songwriter (male) and Singer-Songwriter (female).
- No Entries will be returned. Sponsors may, in their sole discretion, remove, delete and/or disqualify Entries deemed to be inappropriate or otherwise non-compliant.
- Entrants must completely fill out a profile and their OurStage EPK.
- If any group of individuals elects to collaborate on an Entry, they are required to designate one (1) person as the official Entrant of the group to enter the Competition, agree to these rules and accept the prize on behalf of the group. Neither Sponsor nor any of the Competition Parties are liable for any disputes between collaborators arising under or related to the Competition.
- A group or band may have no more than six members.
- No Illegal, Infringing or Abusive Message Content: Entrant understands and acknowledges that he/she is responsible for the Submission Materials, and agrees not to post any content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by Sponsors.
- No Violations of Third Party Rights: Entrant agrees that he/she will not post any content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that Entrant is under a contractual obligation to keep private or confidential. Entrant agrees that he/she will not impersonate any person or organization, including without limitation, the personnel of Sponsors. Entrant further agrees that he/she will not misrepresent

an affiliation with another person or organization, nor will Entrant post any content that contains slanderous or libelous comments about others, or that infringes any copyright, trademark, patent, trade secret or other intellectual property right of a third party.

- No Commercial Use: Entrant agrees that he/she will not post any content that contains business solicitation of any type, including advertising a product or service, offering a product or service for sale, or directing readers to a location for more information about a product or service.
- No Viruses, Corrupting Files or Interference: Entrant agrees that he/she will not post any software, files or links to other sites, and that he/she will not post any content that contains viruses, corrupted files, or any other similar software or programs that may adversely affect the operation of the Web Site, or feature of the Web Site. Entrant further agrees that he/she will not modify in any way any specifications, technology or application codes provided to Entrant by Sponsors or as embedded in the Submission Materials unless expressly authorized in writing by Sponsors.
- Use of Account Information: Entrant may not share or transfer password or other access information with any other party, temporarily or permanently. Entrant shall bear sole responsibility for all use of their accounts and for the confidentiality of their password.
- Responsibility of Postings: Entrant understands and acknowledges that they are solely responsible for the Submission Materials, and that Sponsors are not responsible for the information, data, text or other materials that may appear therein. Opinions expressed in the Submission Materials do not necessarily reflect the opinions of Sponsors, and Sponsors do not endorse and has no control over content of the Submission Materials. The Submission Materials are not necessarily reviewed by Sponsors prior to posting and Sponsors make no warranties, express or implied, as to the Submission Materials or to the accuracy and reliability of the Submission Materials.
- No Monitoring/Violation Notices: Sponsors do not necessarily monitor any materials posted, transmitted, or communicated to or within the Web Site. If Entrant believes that something on the Web Site violates these Terms, please email community@ourstage.com.
- User Termination/No Ownership: Entrant understands and agrees that he/she has no ownership rights in their account or other access to the Web Site or features therein. OurStage may cancel Entrant's account and delete all the Submission Materials and any other materials associated with their Account at any time, and without notice, if OurStage deems that Entrant has violated these Terms, the Submission Rules, the law, or for any other reason. OurStage assumes no liability for any information removed from our Web Site, and reserves the right to permanently restrict access to the Web Site or a user Account.
- No Confidentiality: The nature of this Web Site is interactive and public. By posting his/her Submission Materials, Entrant understands and acknowledges that any materials, ideas or other communications he/she transmits in any manner and for any reason will not be treated as confidential or proprietary. Furthermore, Entrant acknowledges and agrees that any ideas, concepts, techniques, procedures, methods, systems, video, scripts, music, photographs, designs, plans, charts, or other materials Entrant transmits to Sponsors may be used by Sponsors anywhere, anytime, and for any reason whatsoever, and Entrants are encouraged to review the terms of the Entry License described in

Ownership of Posted Content and License thereto at <http://www.ourstage.com/about/terms> except as is otherwise set forth herein.

Submission Materials that do not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Competition.

- 7. SELECTION OF WINNER:** Submission Materials received by valid entrants during the Submission Period will compete against each other for the Competition's Grand Prize (as defined below). Submission Materials will be posted on the Web Site during the Competition Period, thereby allowing OurStage.com members to vote for their favorite Submission Materials based on the criteria set forth below. There are three (3) rounds of voting to determine the Competition winner (or "Winner") for the "SUBWAY FRESH ARTISTS™" Competition. The outcome of the first three (3) rounds are based on judging by OurStage.com members.

Round 1 - Regular Judging: All eligible Entries will be posted on OurStage.com. There will be a public vote online ("Judging") to determine the top fifty (50) ranked Entries from the "SUBWAY FRESH ARTISTS™" Competition starting on September 10 2010 at 12:00:01 am ET and ending September 23, 2010 at 11:59:59 pm ET. Members of OurStage.com will have the opportunity to judge Entries compared to other Entries. Automated methods of voting are strictly prohibited. One account per person/email address. Judging or entering through multiple accounts is strictly prohibited. The top fifty (50) ranked Entries in the "SUBWAY FRESH ARTISTS™" Competition will be determined based on this Judging using proprietary ranking algorithms. At the end of Round 1, the top fifty (50) ranked in each regional market will be rolled into a National Competition, beginning in October, where artists will be competing for a chance to open for the Goo Goo Dolls on one (1) tour stop. Only the Top twenty (20) Entries will be automatically be entered into Round 2 – Quarter Finals.

Round 2 - Quarter Finals: Round 2 for the "SUBWAY FRESH ARTISTS™" Competition begins on September 24, 2010 at 12:00:00 am ET and ends on September 27, 2010 at 11:59:59 pm ET (the "Quarter Finals Voting Period"). During Round 2, OurStage.com members will have the opportunity to judge among the top twenty (20) ranked Entries to determine the top ten (10) Entries. The top ten (10) ranked Entries will progress to Round 3 – Semi Finals.

Round 3 - Semi Finals: Round 3 for the "SUBWAY FRESH ARTISTS™" Competition begins on September 28, 2010 at 12:00:00 am ET and ends on September 29, 2010 11:59:59 pm ET (the "Semi Finals Voting Period"). During Round 3, OurStage.com members will have the opportunity to judge among the top ten (10) ranked Entries to determine the final fan ranking. **For the avoidance of doubt, the Entrant that places first in the "SUBWAY FRESH ARTISTS™" Competition is the NOT necessarily the Competition's Grand Prizewinner.**

Round 4 - Judging Finals: Round 4 for the "SUBWAY FRESH ARTISTS™" Competition begins on September 30, 2010 at 12:01:00 am ET and ends on September 30, 2010 at 11:59:59 pm ET. During round 4, the top ten (10) artists will be judged by radio

programmers and executives in each regional market, to determine the Grand Prizewinner.

In addition to the "SUBWAY FRESH ARTISTS™" Competition, the number one (1) ranked artist in each of the "SUBWAY FRESH ARTISTS™" Competition Music Channels will automatically be included in the competition for the OurStage Grand Prize. The OurStage Grand Prize is awarded to the number one (1) ranked artist from all of the OurStage Music Channels competing against each other in any given month. The OurStage Grand Prize is a cash (check) payment of \$5000.00.

The potential Winner will be notified by e-mail or phone and will be given instructions on how to claim prize. The potential Winner (including each band member who appears in the Entry materials and recording) will be required to sign and return an affidavit of eligibility and liability release (and, where permitted, a publicity release) within five days (5) days of notification of prize or prize will be forfeited and an alternate winner will be chosen.

If a potential winner is a minor, minor's parent/legal guardian is required to execute all documents within the timeframe set forth above on minor's behalf or the prize(s) will be forfeited and an alternate winner will be chosen.

All persons winning prizes valued at \$600 or greater will receive an IRS Form 1099-MISC for the ARV of their prize. Limit one prize per household. Prizes are non-transferable.

Entrants agree that the Sponsors have the sole right to decide all matters and disputes arising from this Competition and that all decisions of Sponsors are final and binding. Any attempt by Entrant and/or his/her family/friends to vote more than the number of times authorized using multiple names or email address and/or any other fraudulent mechanism, as determined by Sponsor in its sole discretion, shall give Sponsors the right to disqualify Entrant in its reasonable discretion.

The decision of the panel of judges in their sole discretion, shall be final and binding in all regards. For purposes of these Rules, Competition Grand Prizewinner shall be referred to as the "Prize Winner".

8. PRIZES:

One (1) prize winner per each regional competition will receive the following:

- \$1000 Cash Prize
- SUBWAY® will provide each winning band member (10 bands) with a \$50 SUBWAY® Gift Card (up to 10 members per band), for a total of \$5000.
- An editorial feature on "SUBWAY FRESH ARTISTS™" online platform and OurStage.com

1.1 **GENERAL CONDITIONS:** Winners are solely responsible to report and pay any applicable taxes on their prize. By participating, Entrants agree to these Official Rules

and Sponsors Privacy Policy (available at www.OurStage.com) which are final and binding in all respects. Unclaimed prizes will not be awarded. Any and all disputes or controversies arising out of or relating to this Contest shall be settled exclusively by final and binding arbitration at a hearing to be administered by a neutral arbitrator in accordance with the Rules of the American Arbitration Association and to be held at Bridgeport, Connecticut, USA. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without reference to its provisions as to conflicts of laws.

9.

10. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsors or Promotion Parties resulting from any user's participation in or attempt to participate in the Competition or ability or inability to upload or download any information in connection with participating in the Competition. No responsibility or liability is assumed by the Sponsors or Promotion Parties for technical problems or technical malfunction arising in connection with any of the following occurrences which may affect the operation of the Competition: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Web Site in whole or in part for any reason; traffic congestion on the Internet or the Web Site; unauthorized human or non-human intervention of the operation of the Competition, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Competition, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the Competition. Sponsors and Promotion Parties are not responsible for any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Web Site. Use of Web Site is at user's own risk. Sponsors and Promotion Parties are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment resulting from participation in the Competition, use of the Web Site or the download of any information from the Web Site. By participating in the Competition, Entrants (or their parent/legal guardian if an eligible minor) agrees to release and hold Sponsors and Promotion Parties harmless from any and all claims, damages or liabilities arising from or relating to such Entrant's participation in the Competition. By accepting a prize, Winner (or their parent/legal guardian if an eligible minor) agree that the Sponsors and Promotion Parties have the right to use the Submission Materials, entrant's or winner's name, any other materials comprising the Entry and biographical information for advertising/promotional purposes, except where prohibited by law, and that Sponsors and Promotion Parties shall not be liable for any loss or injury resulting from participation in the Competition, acceptance or use of any prize, including any travel related thereto, or any use of the Submission Materials Entry.

11. WINNERS' LIST/RULES REQUEST: For Winner names or Official Rules, send your request with a self-addressed, stamped envelope postmarked specifying "Winners List" or "Rules Request" to: "SUBWAY FRESH ARTISTS™" Competition, P.O. Box 182, Chelmsford, MA 01824.

12. SPONSORS: OurStage, Inc., P.O. Box 182, Chelmsford, MA, 01824 and Subway Franchisee Advertising Fund Trust, Ltd., 325 Bic Drive, Milford, CT 06461