

## WA SUBWAY® WALK IN THE PARK GEOCHALLENGE OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN

The WA SUBWAY® Walk in the Park GeoChallenge – Powered by Pocket Ranger® (the “Contest”) starts at 12:00 a.m. Pacific Daylight Time (“PDT”) on August 9, 2014 and ends at 11:59:59 p.m. PDT on December 31, 2014. The Contest is sponsored by SUBWAY® and ParksByNature Network, LLC, 1431 Broadway, 12th Floor, New York, New York 10018 (“Sponsors”).

**ELIGIBILITY:** The Contest is open to legal residents of the United States who are 18 years of age or older at the time of entry. Sponsor, and Sponsor’s affiliates, advertising and promotion agencies, third party partners, and all of their respective officers, directors, employees, representatives and agents, members of the immediate families (parent, child, sibling and spouse) and persons living in the same household of each, are not eligible to enter. The Contest is subject to all applicable federal, state and local laws and regulations. The Contest is void where prohibited or restricted by law.

**OBJECTIVE:** The objective of the Contest is to be one of the first 10 participants to record visits to 30 state parks within the time allotted, or as many as possible, in order to qualify for the Grand Prize, or other prizes. By visiting parks, participants can also collect points for their overall profile ranking on [www.pocketrangerexchange.com](http://www.pocketrangerexchange.com).

**HOW TO ENTER:** To enter the Contest, participants must: (i) download the Official WA State Parks Pocket Ranger® Mobile App (the “App”) to a compatible smartphone device; (ii) register by following the on-screen instructions; (iii) in the “Home” screen or “GPS Map” section of the app, tap on the “Challenges” icon; (iv) press the “GeoChallenges” button on the menu screen to get to the tab for the “WA State Parks Centennial Passport Challenge”; (v) register and begin the challenge by selecting “Start” on the main description page for the challenge; (vi) select any of the individual state parks listed to access their descriptions and press “View Map” to begin navigating to the park selected. Only participants who have completed certain Contest tasks, as stipulated below, by the deadline submission date will be eligible for prizes. No purchase necessary to enter or win.

**WINNER SELECTION & PRIZES:** The first thirty (30) participants who record visits to fifteen (15) individual state parks will receive a \$10.00 SUBWAY® gift card. The first twenty (20) participants who record visits to twenty (20) individual state parks will receive a \$20.00 SUBWAY® gift card. The first ten (10) participants who record visits to thirty (30) individual state parks will receive a \$30.00 SUBWAY® gift card. If no participant records visits to thirty (30) state parks by the Contest deadline, then the Grand Prize shall be awarded to the eligible participants who has recorded visits to the greatest number of parks. All prize winners will be selected by the Sponsor, whose decisions are final and binding. Winners will be notified by email. If

a Winner: (a) cannot be contacted within one (1) week, or (b) is ineligible or has been disqualified, his/her prize will be forfeited. Any forfeited prize will not be reissued. Prizes are not transferrable or assignable. No substitutions will be allowed. All applicable taxes, including, but not limited to, federal and state income tax, are the sole responsibility of winners. All winners will be listed on [www.pockettrangerexchange.com](http://www.pockettrangerexchange.com).

**RELEASES AND GENERAL CONDITIONS:** By participating, participants agree (a) to these Official Rules and the decisions of Sponsor, which decisions shall be final; and (b) that Sponsor and Washington State Parks and any promotional partners, their parent companies, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (individually and collectively, "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property, or intellectual property, or rights of publicity or privacy, defamation, or portrayal in a false light, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prizes or participation in the Contest; (c) Winners, by acceptance of prize, except where legally prohibited, grant permission for Sponsors (and agree to confirm such permission in writing) to use, in perpetuity, his/her name, picture, voice and/or likeness, biographical information and statements, prize information, and entry information for advertising, trade and promotional purposes without further compensation, at any times or time, in all media now known or hereafter discovered world-wide, without notice, review or approval; and (d) Winners acknowledge that no representation or warranty, written or oral, express or implied, in law or in fact is made for any prize except only that which may be made for that prize in the limited written warranty, if any, provided with that prize by the manufacturer of that prize.

**LIABILITY LIMITATIONS:** Sponsors are not responsible for: lost, late, misdirected, incomplete or non-delivered entries; or for interrupted or unavailable satellite, network, server, Internet Service Provider, web site, telephone, or other connections, availability or accessibility; or for miscommunications, or failed satellite, network, computer, telephone or cable transmissions or lines; or for technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions; or for malfunctions, failures, or technical errors or difficulties associated with global positioning system devices, Smartphone devices, or computers, or for other errors of any kind whether human, mechanical, electronic or network; or for the incorrect or inaccurate capture of entry information or the failure to capture, or loss of, any such entry information. Sponsors are not responsible for injury or damage to participants' or to any other person's global positioning system devices, Smartphone devices, or computers, related to or resulting from participating in this Contest or downloading materials from or use of the web site. Should any portion of the Contest be, in Sponsors' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical

failures or other causes which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, or fairness of the Contest, Sponsors reserve the right, at their sole discretion, to cancel or terminate the Contest, and select Winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsors; notice thereof will be posted on the web site. Releasees are not responsible for incorrect or inaccurate information however caused. In case of dispute, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be the participant who must comply with these Official Rules.

All Contest participants agree that he/she will be solely responsible for any loss or damage, including, but not limited to, death or physical injury, that he/she may sustain while participating in the Contest, and that by participating in the Contest, he/she agrees to release, discharge, indemnify and hold harmless Post Foods, LLC and ParksByNature Network, LLC and their parent companies, subsidiaries and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, representatives, agents, sponsors, and volunteers, of any and all liability for such loss, damage or death arising from or in connection with participation in and/or for entry in this Contest, any related activities, or acceptance or use of any prize won.

**PRIVACY:** Sponsors will be collecting personal information about participants through entry forms in accordance with its privacy policies. Please review the Sponsors' Privacy Policies at ([pocketranger.com](http://pocketranger.com)). By participating in the Contest, participants agree to Sponsors' collection and usage of their personal information, including but not limited to participants' email addresses, and acknowledge that they have read and accepted Sponsors' privacy policies.

**DISPUTE RESOLUTION/CHOICE OF LAW:** Except where prohibited, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Contest shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees; and (c) under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive 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 entrants and/or Sponsors in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of New York, without regard for the conflicts of law doctrine of that State or any other jurisdiction, and all proceedings shall take place in New York County, State of New York.

WHO WON: To obtain a list of Winners of the Contest, visit [www.pocketranger.com](http://www.pocketranger.com) or send a self-addressed, stamped envelope, to ParksByNature Network, LLC, 1431 Broadway, 12th Floor, New York, New York 10018. All requests must be received within 60 days after the deadline submission date. No purchase necessary to enter or win.