

Subcard® NZ – Terms and Conditions

Subcard NZ Limited (**we, us, or our**) operated loyalty, payment card, and gift card schemes (**Schemes**) in conjunction with Independent Purchasing Company (Australasia) Ltd (**IPCA**), our service providers and the Subway® Group which includes: Subway International B.V, Franchise World Headquarters LLC, Subway Systems Australia Pty Ltd., Subway Franchisee Advertising Fund Trust B.V. and Subway IP, LLC. To operate these Schemes, we issued Subcards® and Subway® eGift Cards (**Cards**). The Cards could be loaded with notional dollars that could be used to buy Subway® food and drink items, and that could either be earned under the Subcard® loyalty Scheme (**Reward Dollars**) or be bought from us (**Gift Dollars**). Together, these things made up the **Subcard® Programme**.

From 1 September 2026, the Subcard® Programme consists of the Gift Card Refund Program (as defined and described in the section “Gift Card Refund Program” below).

Important Information regarding the Subway® App, online ordering and website: From 1 September 2026 the Subway® App, online ordering and website are operated and managed by Subway® (and not Subcard®). Our arrangements with respect to the operation of these functions ended on 31 August 2026.

By previously using order.subway.com/en-nz, subcard.co.nz or subway.com/en-nz (**Websites**) or the Subway® mobile application (**Subway® App**), using or registering a Subcard®, using our online ordering services, registering or using a Subway® Gift Card or eGift Card, or by participating in the Gift Card Refund Program after 31 August 2026, you agree, or agreed to be bound by, and your participation in the Subcard® Programme will be governed by, these Terms and Conditions as amended from time to time (**Terms**).

By previously doing (or trying to do) any of these things, or by participating in the Gift Card Refund Program after 31 August 2026, you accept these Terms. If you do not agree to these Terms, you must not take part (or try to take part) in the Subcard® Programme or the Gift Card Refund Program.

To participate in the Subcard® Programme, you must be 18 years of age or older. The Subcard® Programme, the Websites and the Subway® app are not intended to be used by, or targeted to, anyone under the age of 18 years.

The headings in these Terms are just there to help you find your way through the Terms. The headings are not themselves provisions of these Terms, and do not limit or change the meaning of the actual provisions.

If you have any questions about the Subcard® Programme, please write to us at SubcardNZ@ipcasiapacific.com.

Gift Card Refund Program

The Subcard® gift scheme closed from 31 August 2026, and a refund programme is provided for holders of valid and unexpired Gift Dollars (subject to terms and conditions) (**Gift Card Refund Program**). We reserve the right to change, suspend or terminate the Gift Card Refund Program, or any aspect of it, at any time. Any such change, suspension or termination will not affect a refund claim that you have validly submitted under the Gift Card Refund Program prior to the date of that change, suspension or termination.

The Gift Card Refund Program is available to holders of Subway® Gift Cards and Subway® eGift Cards with valid and unexpired Gift Dollar balances. To be eligible, your Gift Dollars must be valid and unexpired at the date you submit your refund request.

Holders of Subway® Gift Cards and Subway® eGift Cards were encouraged to use their Gift Dollars at participating Subway® Restaurants, via the Subcard® website <https://order.subway.com/en-nz/home> or the Subway® App, prior to 31 August 2026. Subcard® NZ strongly recommended that holders of unregistered Subway® Gift Cards and Subway® eGift Cards register and

merge their cards via the Subcard® website <https://order.subway.com/en-nz/register> or the Subway® App before the Subcard® Programme closed on 31 August 2026, to support the refund process.

For specific details of the Gift Card Refund Program, including how to submit a refund claim and how refunds will be issued, please refer to the FAQs available at subcardgiftrefund.com.

Closure of the Subcard® Programme

As the Subcard® loyalty scheme closed from 31 August 2026, Reward Dollars earned prior to 30 June 2026 expired on the earlier of 1 year from the date they were earned or 31 August 2026. After 31 August 2026, any Reward Dollars which had not been redeemed expired and can no longer be redeemed.

As the Subcard® gift scheme closed from 31 August 2026, Gift Dollars can no longer be used in-store or on the Subway® App. Instead, the Gift Card Refund Program is provided for holders of valid and unexpired Gift Dollars (subject to terms and conditions). For further details, please refer to the section "Gift Card Refund Program" of these Terms and the FAQs available at subcardgiftrefund.com.

Subcard®

Subcard® was a physical and/or virtual card issued by us. Before 31 August 2026, the Subcard® could be used as a gift card or a rewards card to earn (prior to 30 June 2026) reward dollars and redeem Subcard® reward dollars.

As the Subcard® loyalty scheme closed from 31 August 2026, reward dollars earned prior to 30 June 2026 expired on the earlier of 1 year from the date they were earned or 31 August 2026. After 31 August 2026, any reward dollars which have not been redeemed have expired and can no longer be redeemed.

As the Subcard® gift scheme closed from 31 August 2026, gift dollars can no longer be used in-store or on the Subway® app. Instead, the Gift Card Refund Program is provided to holders of valid and unexpired gift dollars (subject to these Terms). For further details, please refer to the Gift Card Refund Program section of these Terms above and the FAQs available at subcardgiftrefund.com.

Subcard® is non-transferable and was only for your own use at Subway® restaurants participating in the Subcard® Programme in New Zealand and on the Website/s and the Subway® app.

Subcard® is not a credit or charge card and cannot be exchanged for cash (unless otherwise permitted under the Gift Card Refund Program) or used for any orders placed via a third party delivery platform or food aggregator.

Your Subcard® is our property. You must not copy or reproduce your physical or virtual Subcard® or interfere with the operation of any physical or virtual Subcard®.

Subway® Gift Cards

As of 10 August 2025 Physical Subcards® were no longer offered for sale in Subway® restaurants.

As of 18 September 2025, Subway® eGift cards and the top up of gift dollars can no longer be purchased from the Subway® online ordering website and the app (order.subway.com/en-nz/home), either for yourself or for another person you nominate in the purchase process.

As the Subcard® gift scheme closed from 31 August 2026, gift dollars can no longer be used in-store or on the Subway® app. Instead, the Gift Card Refund Program is provided for holders of valid and unexpired gift dollars (subject to these Terms). Please refer to the Gift Card Refund Program section of these Terms above and the FAQs available at subcardgiftrefund.com for further details.

Holders of Subway® Gift cards were encouraged to register the card and to use the gift dollars prior to 31 August 2026.

You could transfer gift dollars from your Subway® eGift card to your Subcard® via the Service Centre before 31 August 2026. You cannot reload and Top Up a Subway® eGift card. You could transfer gift dollars from one Subway® eGift card to another Subway® eGift card, and the original gift dollars expiry date remained. You cannot use gift dollars to purchase a Subway® eGift card.

Your Subway® eGift card could also operate as a Subcard® if it was registered. A Subway® eGift card which was registered is deemed to be a Subcard® for the purposes of these Terms.

Subway® eGift cards are void and not redeemable if they are defaced, mutilated, altered or tampered with in any way.

How you registered your Subcard®

If you had a physical Subcard® you needed to register it on the Website (<https://order.subway.com/en-nz/home>) or the Subway® app before you could have used it to redeem Subcard® reward dollars online or in a participating restaurant.

As the Subcard® loyalty scheme closed from 31 August 2026, reward dollars earned prior to 30 June 2026 expired on the earlier of 1 year from the date they were earned or 31 August 2026. After 31 August 2026, any reward dollars which had not been redeemed expired and can no longer be redeemed.

Subcard® NZ recommended that you register any unregistered physical Subcard® via the Subcard® website <https://order.subway.com/en-nz/register> or the Subway® app so that you can redeem your reward dollars before 31 August 2026. If you had Subcard® reward dollars, you were encouraged to redeem those reward dollars prior to closure of the Subcard® loyalty scheme at 31 August 2026. If you had a virtual Subcard®, your Subcard® was automatically registered using the details you provided when you applied for that virtual Subcard®.

If you registered your Subcard®, you must have kept your username, password and any other security details for your Subcard® account confidential and secure and you must not have permitted any other person to use your username, password or any other security details to access your account through the Website, the Subway® app or the Gift Card Refund Program. We are entitled to assume that all transactions using your Subcard® or your Subcard® account are undertaken by you (unless you have told us that your account has been compromised).

Gift Dollars and using your Subcard® as a Gift Card

Gift dollars could be used to purchase Subway® products (except for Subway® gift cards or Subway® eGift cards or Topping Up and adding credit to your Subcard® account, or delivery) at participating Subway® restaurants, via the Subcard® website at <https://order.subway.com/en-nz/home> or the Subway® app, until 31 August 2026.

As the Subcard® gift scheme closed from 31 August 2026, gift dollars can no longer be used in-store, on the Website or in the Subway® app. A refund program for holders of valid and unexpired gift dollars (subject to terms and conditions) is available. Please refer to the Gift Card Refund Program section of these Terms above and the FAQs available at subcardgiftrefund.com for further details.

Holders of Subway® Gift cards were encouraged to register the card and to use the gift dollars prior to 31 August 2026.

Gift dollars on a Subcard® or a Subway® eGift card:

- expire 1 year from the date of initial purchase, and since 31 August 2026 cannot be redeemed with Subway®;
- are not refundable, except under the Gift Card Refund Program as set out above in these Terms and the FAQs available at subcardgiftrefund.com which include further information) or otherwise in accordance with your legal rights;
- are not transferrable to any other person;
- cannot be exchanged for cash, unless allowed for under the Gift Card Refund Program;
- cannot be used for purchases made using third party delivery platforms;
- cannot be used for purchases made using third party food aggregators; and
- cannot be used to purchase Subway® eGift cards or gift dollars.

You acknowledge and agree that you will not earn interest on gift dollars and that they cannot be sold or converted into cash, unless allowed for under the Gift Card Refund Program. When gift dollars expire they can no longer be used, and you have no right to any refund for expired gift dollars.

Subcard® Reward Dollars

Prior to 30 June 2026, Subcard® reward dollars were earned every time a member made a purchase of Subway® products (except for Subway® gift cards or Subway® eGift cards, Topping Up or adding credit to their Subcard® account, or delivery) at participating Subway® restaurants and scanned their Subcard®. Members could also automatically earn Subcard® reward dollars when making

an online purchase of Subway® products (excluding purchases of Subway® eGift cards or Topping Up your account with credit) on the online ordering website <https://order.subway.com/en-nz/home>, the Subway® app, or the Subcard® website.

As the Subcard® loyalty scheme closed from 31 August 2026, Reward Dollars earned prior to 30 June 2026 expired on the earlier of 1 year from the date they were earned or 31 August 2026. After 31 August 2026, any Reward Dollars which had not been redeemed expired and can no longer be redeemed. It was recommended that you register any unregistered physical Card via <https://order.subway.com/en-nz/register> or the Subway® app before 31 August 2026 to assist in supporting the process for a refund of your Gift Dollars after 31 August 2026.

Reward Dollars were earned until 30 June 2026 at the rate set from time to time. Reward Dollars were earned at the standard rate of 3.5% on the total purchase price of Subway® Menu Items (including GST).

Reward Dollars could also be issued from time to time, before 30 June 2026:

- at a higher promotional rate than the standard rate from time to time for particular periods, particular customers, and/or particular Subway® Menu Items at any time, without following the notice provisions that apply to the standard rate (for example, a "Get Triple Reward Dollars for Two Weeks" promotion for new Card customers); and
- for reasons other than purchases of Subway® Menu Items as we may see fit, for example as rewards for doing Subway® surveys (except that we will never sell Reward Dollars).

For the avoidance of doubt, Subcard® Reward Dollars were not earned for the following:

- Subway® Menu Items you bought in a Subway® Restaurant if you did not swipe or scan your Card at the time of purchase;
- any delivery charges;
- purchases of Cards or Gift Dollars;
- purchases using third party food aggregators or third-party delivery platforms;
- free products; and
- as otherwise set out in these Terms.

We reserve the right to reverse Subcard® reward dollars which have been earned by you where you have returned or been refunded for the products for which the Subcard® reward dollars were earned, or if there are other grounds which we consider reasonably justify a reversal, including but not limited to if Subcard® reward dollars were earned erroneously or through fraudulent means.

Subcard® reward dollars:

- expired on the earlier of 1 year from the date they were earned or 31 August 2026; and after 31 August 2026, any reward dollars which had not been redeemed expired, and can no longer be redeemed;
- are not transferrable to any other person;
- cannot be exchanged for cash;
- cannot be used to pay for purchases made using third party delivery platforms;
- cannot be used to pay for purchases made using third party food aggregators; and
- cannot be used to purchase Subway® gift cards or Subway® eGift cards, or gift dollars.

You acknowledge and agree that you will not earn interest on Subcard® reward dollars and that they cannot be sold or converted into cash. When Subcard® reward dollars expire they can no longer be used, and you have no right to any refund.

Cancellation of Subcard® and Subway® eGift Cards

We reserve the right to cancel your Subcard® and Subcard® registration or Subway® eGift card for any reason at any time.

If we cancel your Subcard® or Subway® eGift card, we will refund any unused Subway® gift dollars which have not expired (which may be through the Gift Card Refund Program referred to in the Gift Card Refund Program section of these Terms set out above, subject to terms and conditions). If we do not (or have not) contact you regarding your refund within 10 business days of the cancellation for any reason, you must contact us to claim your refund at SubcardNZ@ipcasiapacific.com. This does not apply to a

Subcard® or Subway® eGift card which is lost, stolen or destroyed or if we reasonably suspect fraud in relation to your Subcard® or Subway® eGift card.

Lost or stolen cards

We will not accept liability for a Subcard® or Subway® eGift card which is lost, stolen, destroyed or used without permission.

We recommended you register your Subcard® or Subway® eGift card before 31 August 2026 to help protect any remaining balance if it is lost, stolen or damaged.

As the Subcard® gift scheme closed from 31 August 2026, a refund program is provided for holders of valid and unexpired gift dollars (subject to terms and conditions). Please refer to the Gift Card Refund Program section of these Terms above and the FAQs available at subcardgiftrefund.com for further details.

Holders of Subway® Gift cards were encouraged to register the card and to use the gift dollars prior to 31 August 2026.

If you clicked SUBMIT in the "LOST OR STOLEN" section of <https://order.subway.com/en-nz/lost-stolen> before 31 August 2026, you agreed to freeze your Subcard®. This action is not reversible, and you will not be able to refund your Subway® gift dollars on that Subcard®.

Changes to these Terms and severability

We reserve the right to change, suspend, modify or terminate these Terms or any aspect of the Subcard® Programme including the Gift Card Refund Program at any time.

Any changes to these Terms will be posted at subcardgiftrefund.com or otherwise provided to you.

If any part of these Terms is or becomes invalid that will not affect the validity and enforceability of the rest of these Terms. Instead, the invalid part of these Terms will be cut from these Terms and replaced by provisions that are valid and whose effect is as close as possible to that of the part that has been cut.

Restrictions on our liability

Statutory liability that cannot be excluded or limited

Nothing in these Terms (including in this section) excludes, restricts, or modifies any right, remedy, or guarantee implied into these Terms, or imposed, by any legislation that cannot lawfully be excluded or limited, including under the Fair Trading Act 1986 and the Consumer Guarantees Act 1993.

To the maximum extent permitted by such legislation, our liability for any failure to comply with any such right, remedy, or guarantee is limited to (at our option):

- in the case of goods: (a) the replacement of the goods or the supply of equivalent goods; or (b) the repair of the goods; or (c) the payment of a reasonable cost of replacing the goods or of acquiring equivalent goods; or (d) the payment of the cost of having the goods repaired
- in the case of services: (a) the supply of the services again; or (b) the payment of a reasonable cost of having the services supplied again.

Other liability

To the maximum extent permitted by law, all warranties, conditions and guarantees which would otherwise be implied or applied by law are excluded.

To the maximum extent permitted by law, we do not accept responsibility, and will not be liable, for any loss or damage (whether direct, indirect or consequential) suffered by any person in connection with or arising in any way from:

- prior to 31 August 2026, a Subcard® or Subway® eGift card, use of the Websites, or the Subway® app, or any other participation in the Subcard® Programme; and/or
- on or after 1 September 2026, in connection with or arising in any way from the Gift Card Refund Program, including the Subcard® Gift Card Refund Programme website.

In either case including but not limited to:

- any delay in replacing your Subcard®;
- any unauthorised use of your Subcard® or the Subcard® app;
- any approved Subway® product not being available for any reason;
- any failure to credit you with Subcard® reward dollars;
- any failure or delay in processing a refund under the Gift Card Refund Program;
- any problems or technical malfunction of the Subway® app, the virtual Subcard®, the Subcard® Gift Card Refund Program website or any network or lines, servers or providers;
- the conduct of any Subway® restaurant;
- any products supplied by participating Subway® restaurants (for problems or disputes concerning any purchase, contact that restaurant directly); or
- except to the extent such loss or damage arises from our negligence or wilful misconduct.

Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation that cannot lawfully be excluded or limited, including under the Fair Trading Act 1986 and the Consumer Guarantees Act 1993. To the maximum extent permitted by law, our liability for any failure to comply with any such right or remedy, guarantee, warranty or other term or condition is limited to (at our option): (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; and (b) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.

Communications

If you need to notify us about something (for example that your Subcard® Account has been compromised, or that a registered Card has been lost or stolen), or have any questions about the about the Subcard® Programme or the Gift Card Refund Program you can write to us at SubcardNZ@ipcasiapacific.com.

Governing law

The New Zealand courts have non-exclusive jurisdiction to hear any dispute arising out of, or in connection with, the Subcard® Programme or these Terms.

These Terms are governed by New Zealand law.

Dispute Resolution

If a dispute arises out of or in connection with these Terms or the Gift Card Refund Program, the parties must first use reasonable endeavours to resolve the dispute in good faith through direct negotiation between the parties before commencing any court proceedings, except where a party seeks urgent interlocutory relief.

Privacy

We collected personal information from you when you registered your Subcard® or Subway® eGift Card, and we collect personal information when you submit an application for a refund of your Gift Dollars. If you do not provide the information which is stated to be mandatory, you will not be able to proceed with the registration or refund application.

If your Subcard® or Subway® eGift Card is registered, we also collected personal information in the course of your registration and participation in the Subcard® Programme, such as information about purchases using your Subcard® (including products purchased, date and location of purchase, Reward Dollars earned or redeemed, Gift Dollars redeemed) including when you used our online ordering service. We collected this information for the purposes of conducting and administering your participation in the

Subcard® Programme, administering your Subcard® Account, selling and promoting Subway® products to you, administering your use of our online ordering services and administering the Gift Card Refund Program.

We may disclose your personal information to third parties for the above purposes, including but not limited to Subway® entities and our service providers and related bodies corporate, and to administer the Gift Card Refund Program. Some Subway® entities and our service providers are located overseas, including in Australia and the United States of America, and as a result your personal information may be disclosed overseas.

How we disclose, use and hold your personal information is set out in our privacy policy, which complements these Terms. Our privacy policy also contains information about:

- How you can gain access to or seek correction of personal information that we hold about you
- how you can make a privacy complaint and how we will deal with any such complaint
- If you have any concerns or queries about the way your personal information is managed by us, you can contact us by email to SubcardNZ@ipcasiapacific.com.

Marketing

By registering your Subcard® or Subway® eGift Card, or providing personal details as a one-time guest for online ordering, you agreed that we and Subway® and participating Subway® Restaurants may send you information, via email or mobile, about Subway® products, special offers, promotions and events that may be of interest to you.

You may receive service-based communications relating to your Subcard® Account from time to time, including but not limited to changes to these Terms.

IP protocol addresses and web logs

The Subway® App and Subway® Online Ordering Website servers automatically collected the Internet Protocol (IP) addresses and log files of visitors. Your IP address is an identifying number that is automatically assigned to your computer by your Internet Service Provider (ISP). This number was identified and logged automatically in our server log files whenever you visited Online Ordering on the Subway® App or the Subway® Online Ordering Website, along with the time(s) of your visit(s) and the page(s) that you visited. This information was collected in an aggregate form only and does not contain any personal information. We used your IP address, and the IP addresses of all users, for purposes such as calculating Online Ordering usage levels, helping diagnose problems with the Subway® App's and Subway® Online Ordering Website's servers, and administering Online Ordering. Collecting IP addresses is standard practice on the Internet and is done automatically by many websites. In addition to the non-personal information usage of IP addresses described above we also recorded your IP address for fraud prevention purposes.

Children & data collection

We will not knowingly allow anyone under 18 to provide us with any personally identifying information. If a child has provided us their information without the consent of a parent or guardian, the parent or guardian of that child should contact us immediately at SubcardNZ@ipcasiapacific.com. We will use reasonable efforts to promptly delete the child's personal information from our servers.

Copyright and trademarks

Unless otherwise noted, all materials on the Subway® App and the Subway® Online Ordering Website are protected as copyright works, trademarks and/or other intellectual property owned by us, Subway IP LLC, ("SIP") or the respective trademark owner.

Subway® and the Subway® logo are registered trademarks owned and registered by SIP. SIP's marks on the Subway® App and the Subway® Online Ordering Website represent some of the marks currently owned or controlled in the United States and/or in one or more other countries by SIP or its licensees. The display of these marks and of notices associated with these marks is not intended to be a comprehensive compilation of all of SIP's worldwide proprietary ownership rights and SIP may own or control other proprietary rights in one or more countries outside of the United States.

All rights not expressly granted are reserved.

Acceptable personal use

Your use of the materials included on the Subcard® Gift Card Refund Program website is for informational and/or for the Gift Card Refund Program purposes only. You agree you will not distribute, publish, transmit, modify, display or create derivative works from, or exploit the contents of, any such materials in any way.

You agree not to use the Subcard® Gift Card Refund Program for any purpose that is unlawful or prohibited by these Terms and Conditions, or to cause damage on or through use of the Subcard® Gift Card Refund Program website.

The materials published on the Subcard® Gift Card Refund Program website may not be copied or distributed, republished, uploaded, posted or transmitted in any way, except as otherwise permitted by the SIP. All of the materials available on the Subcard® Gift Card Refund Program website are proprietary and protected by copyright or other rights and nothing within these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith..

Links

Please note that the Subcard® Gift Card Refund Program website may contain links, contact details for third parties and/or to other websites for your convenience and information. We may or may not control those sites or their privacy practices, which may differ from our privacy practices. We do not endorse or make any representations about third party websites. The personal data you choose to give to unrelated third parties is not covered by our privacy policy and you are encouraged to review the privacy policy of any company or website before submitting your personal information. Some third parties may choose to share their personal data with us and that sharing is governed by that third party company's privacy policy.

Indemnification

You agree to indemnify, defend and hold harmless Independent Purchasing Company (Australasia) Ltd and us from and against any and all claims, including but not limited to third party claims, damages, costs, and liabilities, including reasonable legal fees arising out of, or in connection with your violation of these Terms as well as any claims arising from any unauthorized uses you may make of the materials or any other material on the Subcard® Gift Card Refund Program website, or otherwise in connection with the Gift Card Refund Program.

Contact Us

The following contact details are provided for your convenience and do not form part of, and are not incorporated into, these Terms.
Email: SubcardNZ@ipcasiapacific.com
Website: subcardgiftrefund.com