



RULES AND REGULATIONS

No purchase necessary to participate. A purchase will not improve chances of being selected.

Eligibility: The Penn Station Athlete of the Year program (the "Program") is open to all senior Columbus, OH area high school students.

Sponsors: Penn Station, Inc., 1226 US Highway 50 Milford, Ohio 45150 and Penn Station *East Coast Subs* franchisee companies.

How to Nominate: Nominations for the Contest may be made (i) online at <http://www.penn-station.com/psnominations/>, or (ii) by mailing a letter identifying the nominated student's name, high school, and the name and complete address and phone number of the person submitting the nomination to: Penn Station Athlete of the Year, Powers Agency 1 W. 4th Street Cincinnati, Ohio 45202. Nominations are only accepted for months of October, November, December, January, February, March, April, and May and must be received by the last day of the month for which the student is being nominated. Nominations from one month are not carried forward to the next month, but there is no limit to the number of times non-winning students may be re-nominated.

Selection Process: Penn Station Athlete of the Year winners will be selected by qualified community representatives based upon the nominees' excellence in athletics, citizenship, accomplishments and qualifications. Winners will be notified via their high school principal or athletic director. The potential winners (or their parent/legal guardian if a winner is a minor in his/her place of residence) will be required to complete and return a student information sheet, submit a photo and school logo, and sign and return a declaration of compliance and, except where prohibited, a liability/publicity release, all of which must be received by Penn Station within the time period indicated in the notification letter in order to claim his/her prize from Penn Station *East Coast Subs* franchisee companies. Monthly winners will be featured in participating restaurants. Representatives of the potential winners' schools must provide written authorization/proof of a winner's eligibility within the time period indicated in the notification letter. During the Athlete of the Year selection process, representatives of each quarterly winner's school may be required to provide updated information to Penn Station regarding the school's student(s). Penn Station reserves the right to name an alternate winner if a potential winner cannot be contacted or fails to return the declaration of compliance and liability/publicity release by the specified date, or if representatives of the potential winner's school fail to submit the required information by the specified date.

ATHLETE *of the* YEAR

Prizes: Fifteen (15) Athlete of the Year winners will receive: (i) A catered party for their team mates, or senior team mates, depending on numbers (ii) Athlete of the Month t-shirt; (iii) in-store display featuring student profile; (iv) 100 sub certificates to disperse among school. Each Athlete of the Month winner will also be a finalist for Penn Station Athlete of the Year. All prizes are provided by Penn Station *East Coast Sub* franchisee companies.

One (1) Athlete of the Year winner will receive: (i) a predetermined college scholarship, varying by market; (ii) a custom trophy; (iii) a plaque for their school; (iv) a free catering party which includes one (1) sub tray, one (1) cookie tray and a gallon of lemonade and tea. The scholarship will be forfeited if the winner does not attend college within three years of the award date.

Release: Penn Station Athlete of the Year winners, or winners' parent/guardian if winner is under the age of majority in their jurisdiction, agree to release and hold harmless Penn Station, Inc., and Penn Station *East Coast Subs* franchisee companies, subsidiary, affiliate and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claims or causes of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Program or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prizes awarded by Penn Station *East Coast Subs* franchisee companies in connection with the Program, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Program or receipt or use of any prize awarded by Penn Station *East Coast Subs* franchisee companies or while traveling to or from any prize-related activity.

General: The Penn Station Athlete of the Year winners are responsible for all taxes relating to the prize(s) awarded. Penn Station reserves the right to change the rules at any time. Penn Station reserves the right to substitute the prizes of equal or greater value.