

Happy Readers

Terms of Use

General terms

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2. You must download the Application before 30 September 2015 and will not be available to download after this date.

Use of the application

3. When you download this Application, you will be able to download sixteen (16) titles for reading in the Application. All titles will only be available for download until 11.59 pm AEST 30 September 2015.
4. The following three (3) titles will be available to download without requiring a unique code: (i) The Lonely Crow; (ii) The ABC Book of Animals and Other Stuff; and (iii) A Home for Humphrey.
5. All other titles listed in the library will require a unique code to unlock and download. During the promotional period, unique codes are available free of charge with the purchase of a Happy Meal® at a participating McDonald's restaurant when you select the digital book option. Unique codes are subject to availability and while stocks last. A unique code may be used to download the same title on a maximum of two (2) devices.
6. You are granted a non-exclusive license to install and use the Application on mobile and tablet devices you personally own or control. You may only use this Application if you are an Australian resident aged 18 years or over, or if you are under 18 years of age only with the involvement and consent of a parent or legal guardian. You may not decompile, reverse engineer, disassemble, or otherwise convert; distribute or republish the Application in any way; resell, rent, lease or lend the Application, grant a security interest in; or transfer the Application or your right to use the Application to any third party. McDonald's makes no representation that the Application is appropriate or available for use in all locations, devices or operating systems. You may not remove or modify any copyright, trade mark, or other proprietary notices belonging to McDonald's or McDonald's licensors contained within the Application. To use all features of the Application and for updates (if applicable), you must have access to the Internet.

7. Any costs associated with downloading, installing, accessing and using the Application remain your responsibility. For example, you may incur data charges from your telecommunications carrier or Internet services provider when you download or use this Application.

8. McDonald's retains the right and absolute discretion to terminate your access to this Application if it believes that you are abusing or tampering with the Application in any way, that you have breached these Terms of Use, or that you have engaged in any unlawful or other improper misconduct calculated to jeopardise the proper functioning and administration of this Application. McDonald's legal rights to recover damages or other compensation from you for any such conduct are reserved.

Intellectual property

9. This Application, including all elements of this Application are protected by all applicable intellectual property laws including copyright and trade mark laws (unless otherwise noted) and may not be used except as permitted in these Terms of Use.

10. All right, title and interest in all intellectual property rights in all of McDonald's brands, logos, images, buttons, codes, layout, text, content and products and services as displayed on this Application (the "Brand Features") are the property of McDonald's, whether or not [™] or [®] has been used in conjunction with the Brand Feature, and will remain in or be vested in McDonald's at all times. Your use of this Application will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any of the Brand Features or the Application. McDonald's, on a case by case basis and to the extent required, grants you a limited, non-exclusive license to use the Brand Features solely for the purpose, and to the extent necessary, to enable you to use this Application.

Disclaimer

11. This entire clause does not apply to any Consumer Guarantee under the *Australian Consumer Law* and does not apply to any liability of McDonald's for failure to comply with a Consumer Guarantee under the *Australian Consumer Law*. Whilst McDonald's endeavours to take all reasonable steps to ensure that the Application operates as expected, the Application and its entire contents are provided on an "as is" and "as available" basis without any warranties of any kind either expressed or implied, to the fullest extent permissible pursuant to applicable law. McDonald's disclaims all warranties of merchantability, non-infringement and fitness for a particular purpose. McDonald's does not make any guarantees and does not provide any undertaking that the Application will be available at all times or that it will be error free, reliable or secure or free from viruses or other harmful components or that any defects will be corrected. You agree that you use the Application at your own risk and that McDonald's, including its franchisees and subsidiaries, disclaims any and all responsibility for any damage or loss that you may suffer or incur as a result of using the Application, whether they are direct or consequential (including loss or destruction of data, loss of profits, loss of business revenue or loss of goodwill). This includes any loss that results from any interference, malfunction, delays, failures or damage that occurs to your device or that results from installing, updating or using the Application. You assume total responsibility for your use of the Application. Your sole remedy against McDonald's for dissatisfaction with the Application or any content is to stop using the Application or such content.

12. Certain legislation, including the *Australian Consumer Law*, may confer rights and remedies on you which cannot be excluded, restricted or modified (“Non-excludable Rights”). Nothing in these Terms of Use is intended to exclude, restrict or modify your Non-excludable Rights.

Privacy

13. When you, or anyone using your device, access the Application, McDonald’s may collect information regarding the use of the Application including but not limited to: the book titles downloaded. You agree that McDonald’s may use this information to analyse and improve the Application and McDonald’s products and services. You also agree that the information may be collected on McDonald’s behalf by a third party, but that the third party will not be entitled to use this information for any purpose other than to on-provide this information to McDonald’s.

14. This Application may contain links to third party sites that are not owned or controlled by McDonald’s (“Third Party Sites”). McDonald’s has no control over, and assumes no responsibility for the content, privacy policies, or practices of any Third Party Site. Your use of Third Party Site is subject to the particular site’s prevailing terms and conditions of use of each Third Party Site before using any Third Party Site linked to this Application. You should review all the terms of use of such Third Party Site. By using this Application, you release McDonald’s, including its franchisees and subsidiaries, from any and all liability arising from your use of any Third Party Site accessed from this Application. You also understand that any information you communicate via a Third Party Site may become publically available and that McDonald’s is not responsible for the conduct of others who may view, collect and use this information. The Application is in no way sponsored, endorsed or administered by, or associated with, any Third Party Site.

15. In the event that we collect any “personal information” about you, we will collect, use and handle that personal information in accordance with our [Privacy Policy](#). You can gain access to, update or correct any personal information by contacting the persons identified in McDonald’s Privacy Policy.

Governing law

16. These Terms of Use are governed and shall be construed and applied in accordance with the laws of New South Wales, Australia, and you irrevocably consent and submit to the exclusive jurisdiction of the courts of New South Wales, Australia to determine any matter or dispute which arises under these Terms of Use.

17. McDonald’s reserves the right to change the Application in any way without notice to you. Your ability to access and use the Application may be terminated at any time without notice to you. If you do not agree to these Terms of Use, you must immediately exit the Application and delete the Application from your device.