CONDITIONS OF ENTRY

MCDONALD'S McCAFE SCRATCH, MATCH & WIN PROMOTION

- 1. The "McDonald's McCafe Scratch, Match & Win Promotion" ("**Promotion**") is conducted by McDonald's Australia Limited (ABN 43 008 496 928) of 21 29 Central Avenue, Thornleigh NSW 2120 ("**Promoter**").
- 2. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry.
- 3. Entry into the promotion is only open to Australian residents aged 16 years or older (**Entrants**). The directors, management and employees (and their immediate families, including their children and wards, and other persons residing in their household) of the Promoter, its related entities, corporations or franchisees, printers, suppliers, providers and agencies associated with this promotion are ineligible to enter the promotion.
- 4. Entrants aged under 18 years must obtain the consent of their parent or legal guardian to enter the promotion and provide personal information about themselves. All entries of Entrants who are under the age of 18 years and enter the promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental/ legal guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Entrants and any parent or legal guardian who gives their consent (for Entrants aged under 18 years).

PROMOTIONAL DATES

- 5. Promotional period starts at 12:00am (AEST) on **01/07/2015** and ends 11:59pm (AEST) on **14/08/2015** ("**Promotional Period**").
- 6. Eligible Purchases may be made between 12:00am (AEST) on 1/07/2015 and 11:59pm (AEST) on 31/07/2015 ("Purchase Period").

HOW TO ENTER

- 7. **Instant Win**: To enter, Entrants must, during the Purchase Period:
 - a. Purchase, at the prevailing usual retail price, a Tall McCafe hot beverage from a participating McDonald's restaurant in Victoria, Tasmania or from one of the following participating McDonald's restaurants in New South Wales and South Australia: Albury (NSW), Lavington (NSW), Lavington North (NSW), Deniliquin (NSW), Mt Gambier (SA), Renmark (SA) and Naracoorte (SA), ("Participating McDonald's Restaurant") during their usual opening hours ("Eligible Purchase"). Entrants should note that not all Participating McDonald's Restaurants will be open at all times during the Purchase Period;
 - b. Obtain one (1) McCafe scratch card per Eligible Purchase from staff at the Participating McDonald's Restaurant ("Scratch Card") and retain their Scratch Card;
 - c. Scratch the three (3) square scratch panels to reveal a prize icon underneath each scratch panel ("Unique Prize Icon"). If three (3) identical Unique Prize Icons are scratched, the Scratch Card is a winning card. Entrants will be immediately notified on the Scratch Card if they are an instant winner. Each winning Scratch Card will contain details of the prize that has been won. If three identical Unique Prize Icons are not revealed, the Scratch Card is not a winning Scratch Card but can be entered into the Second Chance Draw.
- 8. To enter the Second Chance Draw and/or to register a claim for an Instant Win Non-Food Prize, Entrants must, in addition to the steps in Condition 7 above, during the Promotional Period:
 - a. Scratch the separate scratch panel on the Scratch Card to reveal a unique letter combination underneath ("**Unique Code**"); and

- b. Submit the Unique Code found on the Scratch Card by sending an SMS in the required format to 1999 1444. The required SMS format is "UNIQUE CODE" + SPACE + "ENTRANT'S FIRST NAME" + SPACE + "ENTRANT'S LAST NAME" + SPACE + "ENTRANT'S POSTCODE".
- 9. Scratch Cards are subject to availability at each Participating McDonald's Restaurant and are based on reasonably anticipated demand. Scratch Cards may not be available at all times during the Purchase Period. The Promoter accepts no responsibility for Scratch Cards being unavailable at a Participating McDonald's Restaurant during the Purchase Period.

SCRATCH CARDS

10. A maximum of 1,500,000 Scratch Cards will be distributed to Participating McDonald's Restaurants for the Promotion. On average across all Scratch Cards issued, one (1) in five (5) Scratch Cards will yield one (1) Instant Win Food Prize or one (1) Instant Win Non-Food Prize. For the avoidance of doubt, the Promoter does not guarantee that Entrants making five (5) or more Eligible Purchases will find a Scratch Card for an Instant Win Food Prize or an Instant Win Non-Food Prize.

SMS ENTRIES

- Maximum premium SMS cost is \$0.55 (including GST) per message sent. Any entries 11. submitted after the Promotional Period has closed will not be included in the promotion but will incur the \$0.55 (including GST) charge per message sent. Some service providers and call plans may not provide access to premium SMS. Entrants must check with their service provider if unsure. Entries must be sent from a mobile phone handset and be identified by a MSISDN (unique mobile SIM number) for security reasons to be eligible. SMS is not a guaranteed delivery communication tool. The Promoter and the service provider cannot accept responsibility for any SMS messages not received. Entrants must have the bill payer's permission to enter the promotion via SMS or their entry will be deemed invalid. Standard carriers' SMS costs may apply, depending on the carrier used and the Entrant's mobile phone plan, and remain the responsibility of each Entrant. The charges for all SMS entry services will appear on the Entrant's next mobile phone bill. All general queries relating to mobile bills should be directed to the Entrant's mobile or telephone carrier. Mobile premium service provided by PrimeFocus. For help using the premium SMS service, call the mobile premium service helpline on 1800 818 957.
- 12. A free reply SMS will be sent to an Entrant submitting an entry via SMS immediately after their entry has been received confirming their entry has been successfully received and advising them of how to claim a prize or if they have been entered into the Second Chance Draw. A Unique Code cannot be used to claim more than one (1) prize. If a SMS entry is not successful because it is not in the required SMS format or the Unique Code submitted is not recognised by the Promoter as an eligible Unique Code for the promotion, an "invalid code" message will be sent to the originating mobile phone number. The "invalid code" message will prompt the Entrant to re-enter the Unique Code and resubmit their SMS entry in the required form. If the Entrant elects to resubmit their SMS entry via premium SMS, the Entrant will be charged again at a maximum SMS cost of \$0.55 (including GST) per message sent.
- 13. Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries. SMS is not a guaranteed delivery communication tool. The Promoter and the service provider cannot accept responsibility for any SMS messages not received. Contact details entered incorrectly by an Entrant in a SMS entry will deem an entry invalid.
- 14. Each Entrant must retain and may be required to present proof of each Eligible Purchase in order to claim a prize. An Entrant may be required to provide to the Promoter proof of purchase for all entries made including the surrender of the winning Scratch Card if required. If an Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then

all the entries of that Entrant may be ineligible and deemed invalid. Proof of purchase also includes showing the original and providing a photocopy of the original receipt for each Eligible Purchase made during the Purchase Period. As relevant, purchase receipt(s) and Scratch Card(s) must be intact, must clearly display the Unique Code utilised by the Entrant, must clearly state the Participating McDonald's Restaurant and indicate that the Eligible Purchase was made during the Purchase Period but prior to entry.

HOW TO WIN AN "INSTANT WIN FOOD PRIZE"

15. If a Scratch Card reveals three (3) identical food prize icons, the Scratch Card is a "Winning Instant Win Food Card". Food prize icons are listed in Column 1 of the table below (the "Instant Win Food Prize Table"). The Winning Instant Win Food Card entitles the Entrant, subject to these Conditions of Entry, to claim the corresponding prize in Column 2 in the same row of the Instant Win Food Prize Table (each an "Instant Win Food Prize"):

Instant Win Food Prize Table				
Column 1	Column 2	Column 3	Column 4	Column 5
Winning Prize Icon	Instant Win Food Prize	RRP each	Max No. of Prizes	Total RRP
ICED DONUT	Iced Donut	\$2.75	13,500	\$37,125.00
MACARON	Macaron	\$1.95	36,000	\$70,200.00
McCafé Muffin	McCafe Muffin	\$2.95	9,000	\$26,550.00
SLICE OF McCAFÉ CAKE	Slice of McCafe Cake	\$3.95	4,500	\$17,775.00
RAISIN TOAST	Raisin Toast	\$1.55	9,000	\$13,950.00
TALL HOT McCAFÉ BEVERAGE	Tall Hot McCafe Beverage	\$4.75	18,000	\$85,500.00

- 16. Additional terms and conditions applicable to Instant Win Food Prizes are also detailed in **Schedule 1** of these Conditions of Entry.
- 17. The procedure set out in Condition 8 must be followed to register a Winning Instant Win Food Card via SMS in order to receive an entry into the Second Chance Draw. The procedure set out in Conditions 18 21 must be followed to claim the Instant Win Food Prize.

HOW TO CLAIM AN "INSTANT WIN FOOD PRIZE"

- 18. Subject to Condition 20, an Entrant may, during the Promotional Period, claim the Instant Win Food Prize stated on their Winning Instant Win Food Card by handing over their Winning Instant Win Food Card to a crew member at a Participating McDonald's Restaurant at the time of placing or purchasing an order at the Participating McDonald's Restaurant ("Order").
- 19. **IMPORTANT**: Once redeemed, the Winning Instant Win Food Card will be retained by the McDonald's crew member. If an Entrant wishes to use their Winning Instant Win Food Card in order to enter the Second Chance Draw, the Entrant must register their Winning Instant Win Food Card via SMS in accordance with Condition 8 in order to enter the Second Chance Draw **BEFORE** redeeming the Winning Instant Win Food Card in accordance with Condition 18. Once redeemed, Winning Instant Win Food Cards will not be returned to Entrants.
- 20. Only one (1) Instant Win Food Prize may be claimed with each Order. Instant Win Food Prizes may only be redeemed once.
- 21. Instant Win Food Prizes that are not claimed in the time and manner specified in these Conditions of Entry will be deemed forfeited. No compensation will be payable if an Entrant is unable to claim an Instant Win Food Prize as stated for whatever reason. The Promoter's decision is final and no correspondence will be entered into.

HOW TO WIN AN "INSTANT WIN NON-FOOD PRIZE"

22. If a Scratch Card reveals three (3) identical non-food prize icons, the Scratch Card is a "Winning Instant Win Non-Food Card". Non-food prize icons are listed in Column 1 of the table below (the "Instant Win Non-Food Prize Table"), The Winning Instant Win Non-Food Card entitles the Entrant, subject to these Conditions of Entry, to claim the corresponding prize in Column 2 in the same row of the Instant Win Non-Food Prize Table (each an "Instant Win Non-Food Prize"):

		5		
Instant Win Non-Food Prize Table				
Column 1	Column 2	Column 3	Column 4	Column 5
Winning Prize Icon	Instant Win Non-Food Prize	Value of Each	Max No. of Prizes	Total Max Value
\$20,000 CASH	\$20K CASH PRIZE	\$20,000.00	3	\$60,000.00
\$50 \$50 FUEL CARD	\$50 Caltex Fuel Voucher	\$50.00	100	\$5,000.00
\$25 \$25 FUEL CARD	\$25 Caltex Fuel Voucher	\$25.00	250	\$6,250.00
MAG SUBSCRIPTION	Free 1 Issue Online Mag Subscription	\$3.00	120,000	\$360,000.00
MUSIC DOWNLOAD	Free Music Download	\$5.97	80,000	\$477,600.00
ADMIT 1 CINEMA TICKET	Single Cinema Ticket	\$20.00	10,000	\$200,000.00

- 23. Additional terms and conditions applicable to Instant Win Non-Food Prizes are also detailed in **Schedule 2** of these Conditions of Entry.
- 24. The procedure set out in Condition 8 must be followed to register a Winning Instant Win Non-Food Card via SMS in order to register a claim for the Instant Win Non-Food Prize stated on the Winning Instant Win Non-Food Card and to receive an entry into the Second Chance Draw. The procedure set out in Conditions 25 28 must then be followed to claim the Instant Win Non-Food Prize.

HOW TO CLAIM AN "INSTANT WIN NON-FOOD PRIZE"

- 25. Instant Win Non-Food Prizes cannot be claimed at Participating McDonald's Restaurants. McDonald's crew members and managers are only authorised to accept claims for Instant Win Food Prizes and have NO authority to verify any Instant Win Non-Food Cards, or to accept any claims for Instant Win Non-Food Prizes.
- 26. To claim an Instant Win Non-Food Prize, an Entrant must, during the Promotional Period, correctly and successfully follow the directions provided on the Scratch Card in the manner required to:
 - a. Register the relevant Winning Instant Win Non-Food Card for the Instant Win Non-Food Prize (as applicable) via SMS in accordance with Condition 8; and

b. Follow the additional procedure required stated in the return SMS to claim the applicable Instant Win Non-Food Prize based on whether the Instant Win Non-Food Prize falls under "Category A" or "Category B" as set out in the table below (the "Prize Claim Category Table"). For "Category A" prizes, the additional procedure specified in Conditions 29 - 36 must be followed to claim the prize. For "Category B" prizes, the additional procedure specified in Conditions 37 - 42 must be followed to claim the prize.

Prize Claim Category Table		
Category	Instant Win Non-Food Prize	
Α	Free 1 Issue Online Mag Subscription	
	Free Music Download	
	Single Cinema Ticket	
В	\$20K CASH PRIZE	
	\$50 Caltex Fuel Voucher	
	\$25 Caltex Fuel Voucher	

- 27. An Entrant may only follow the applicable additional procedures set out below to claim an Instant Win Non-Food Prize AFTER the Entrant has successfully submitted their claim via the promotional SMS system by registering all relevant Winning Instant Win Non-Food Cards in accordance with Condition 8. All claim registrations must be received by the Promoter during the Promotional Period.
- 28. Instant Win Non-Food Prizes that are not claimed as directed will be forfeited. No compensation will be payable if an Entrant is unable to claim an Instant Win Non-Food Prize as stated for whatever reason. The Promoter's decision is final and no correspondence will be entered into.

"Category A" Prize Claim Procedure

29. To claim a "Category A" Instant Win Non-Food Prize, an Entrant must, during the Promotional Period, correctly and successfully follow the directions provided in Condition 8 and the applicable directions below.

Free Music Download / Single Cinema Ticket

- 30. If the Unique Code is successfully submitted, the Entrant will receive a free reply SMS which will contain:
 - The URL of the relevant Promotional Partner (the "Promotional Partner Website") –
 the Entrant must visit the Promotional Partner Website in order to redeem their prize;
 and
 - b. A unique prize code (the "Unique Prize Code") this codes needs to be submitted on the Promotional Partner Website along with all other details requested via the Promotional Partner Website in the manner required, including, where applicable, the Entrant's first and last name, date of birth, telephone number, postal address, residential address and current and valid e-mail address and, where applicable, agree to the relevant Promotional Partner's prevailing Terms & Conditions for the relevant Instant Win Non-Food Prize. For any Entrant under the age of 18, details of the Entrant's parent or legal guardian and confirmation of consent must also be provided.
- 31. If the Unique Prize Code submitted by the Entrant has previously been entered on the Promotional Partner Website or the Promotional Partner does not recognise the Unique Prize Code submitted by the Entrant on the Promotional Partner Website, the Entrant must follow the procedure stated on the Promotional Partner Website.
- 32. If the Unique Prize Code is successfully submitted, and once the "Category A" prize claim has been received and verified by the Promoter and/or the Promotional Partner (in its or their sole discretion), the relevant prize will be provided to the Entrant in the manner specified on the Promotional Partner Website.

Free 1 Issue Online Mag Subscription

- 33. If the Unique Code is successfully submitted, the Entrant will receive a free reply SMS which will contain:
 - a. A unique prize URL of the relevant Promotional Partner (the "Unique Prize URL") –
 the Entrant must then access the Unique Prize URL in order to redeem their prize;
 and
 - b. Once the Unique Prize URL is accessed, all other details requested must be input via the Unique Prize URL in the manner required, including, where applicable, the

Entrant's first and last name, date of birth, telephone number, postal address, residential address and current and valid e-mail address and, where applicable, agree to the relevant Promotional Partner's prevailing Terms & Conditions for the relevant Instant Win Non-Food Prize. For any Entrant under the age of 18, details of the Entrant's parent or legal guardian and confirmation of consent must also be provided.

- 34. If the Unique Prize URL accessed by the Entrant has previously been accessed or the Promotional Partner does not recognise the Unique Prize URL accessed by the Entrant, the Entrant must contact the helpline provided in the reply SMS.
- 35. If the Unique Prize URL is successfully accessed, and once the "Category A" prize claim has been received and verified by the Promoter and/or the Promotional Partner (in its or their sole discretion), the relevant prize will be provided to the Entrant in the manner specified in the Unique Prize URL.
- 36. For each "Category A" prize claim that an Entrant submits, the Entrant must keep the relevant winning Scratch Card bearing the Unique Code for that Instant Win Non-Food Prize. The Promoter, in its sole discretion, may at any time after a claim has been submitted, require the original Scratch Card to be provided to the Promoter before awarding any Instant Win Non-Food Prize in order to verify the claim as eligible under these Conditions of Entry.

"Category B" Prize Claim Procedure

- 37. To claim a "Category B" Instant Win Non-Food Prize, an Entrant must, during the Promotional Period, correctly and successfully follow the directions provided in Condition 8.
- 38. If the Unique Code is successfully submitted, the Entrant will receive a free reply SMS which will inform them that a nominated agent of the Promoter will personally call the contact telephone number provided by the Entrant via SMS within approximately two (2) business days (the "Claim Verification Call"). The nominated agent of the Promoter may call at any time between 9:00am and 5:00pm on a business day.
- 39. During a Claim Verification Call, the Entrant will be requested to provide:
 - a. A scanned copy of the relevant winning Scratch Card and purchase receipt; and
 - b. Information that is personal to the Entrant, including their full name, date of birth, postal address and contact telephone number. For any Entrant under the age of 18, details of the Entrant's parent or legal guardian and confirmation of consent must also be provided.
- 40. Entrants who are less than 18 years of age at time of Claim Verification Call must have a parent or legal guardian present at time of Claim Verification Call and that parent or legal guardian must provide their full name and their postal address.
- 41. **IMPORTANT**: If an Entrant does not receive a Claim Verification Call within two (2) business days of the claim SMS being submitted, the claiming Entrant (or their parent or legal guardian where the Entrant is less than 18 years of age) MUST telephone the McDonalds Helpline on 1300 268 710 between the hours of 9:00am and 5:00pm on any business day during the Promotional Period.
- 42. Once a claim for a "Category B" Prize has been completed and verified by the Promoter (in the Promoter's sole discretion), the relevant prize will be dispatched by post or courier to the Entrant's nominated address (provided upon verification) or otherwise as stated in **Schedule 2** of these Conditions of Entry.
- 43. The full names and localities (including postcode) of winners of prizes valued at over \$250.00 will be published in The Australian on **17/09/2015**.

SECOND CHANCE DRAW

- 44. A draw will be held to award any prizes valued at over \$50.00 which remain unclaimed by **24/08/2015** (the "**Second Chance Draw**"). Entry into the Second Chance Draw is via SMS only.
- 45. The Second Chance Draw will be held at 3:00pm on **28/08/2015** at 6/3 Central Avenue, Thornleigh NSW 2120. Winner(s) drawn in the Second Chance Draw will be notified in writing and the names and localities of any winner(s) of prizes valued at over \$250.00 will be published in The Australian on 17/09/2015. All reasonable steps to notify any winner(s) of the results of the Second Chance Draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
- 46. The Promoter may draw additional reserve entries in the Second Chance Draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or if any Entrant drawn is

unable to accept or declines to participate in a prize. In the event of an invalid entry or ineligible entrant in the Second Chance Draw, or if an Entrant drawn is unable to accept or declines to participate in a prize within the timeframe required by the Promoter (if applicable), then the prize will be awarded to the first reserve entry drawn in the Second Chance Draw. The Promoter will continue this process until all prizes entered into the Second Chance Draw are awarded. If after this process any prize(s) entered into the Second Chance Draw are still not awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with Condition 49.

- 47. Entrants will automatically receive one (1) entry into the Second Chance Draw for each winning or non-winning Scratch Card they successfully register via SMS during the Promotional Period in accordance with Condition 8.
- 48. There is no limit to the number of Second Chance Draw entries that an Entrant may submit, however each entry must be based on a separate Unique Code, must be submitted separately, and must independently comply with these Conditions of Entry. Entries into the Second Chance Draw must be received by the Promoter during the Promotional Period.

UNCLAIMED PRIZE DRAW

49. If any prize(s) in the Second Chance Draw remain(s) unclaimed by 27/11/2015, the Promoter will conduct a further draw at the same time and place as the Second Chance Draw on 30/11/2015 in order to distribute such prize(s), subject to any written directions given under applicable State and Territory legislation. Winner(s) drawn in the unclaimed prize draw will be notified in writing and the names and localities of any winner(s) of prizes valued at over \$250.00 will be published in The Australian on 21/12/2015.

PRIZES GENERALLY

- 50. If a prize (or part of a prize) becomes unavailable, for any reason beyond the Promoter's reasonable control, then a comparable prize (or part of a prize) of equal or greater value will be awarded in lieu, subject to any written directions made under applicable State or Territory legislation.
- 51. Prizes are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). Prizes must be taken as offered and cannot be varied. Prizes cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from any prize winnings. Independent financial advice should be sought.
- 52. All prizes, except Instant Win Food Prizes, that are won by an Entrant who is under the age of 18 years at time of entry, will be awarded, on behalf of the Entrant, to the parent or legal guardian of the Entrant who consented to the Entrant entering the Promotion.
- 53. Prizes will be delivered (if applicable) to Australian addresses only.
- 54. The Instant Win Food Prize values and the maximum number of each Instant Win Food Prize that may be won are specified in the Instant Win Food Prize Table (see Condition 15). The maximum total value of all available Instant Win Food Prizes is \$251,100.00.
- 55. The Instant Win Non-Food Prize values and the maximum number of each Instant Win Non-Food Prize that may be won are specified in the Instant Win Non-Food Prize Table (see Condition 22). The maximum total value of all available Instant Win Non-Food Prizes is up to \$1,108,850.00.
- 56. Total maximum prize pool value is up to \$1,359,950.00 (current as at May 2015).

GENERAL

57. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim a prize, that the Entrant obtained the bill payer's consent to enter by SMS (where applicable) before submitting their

entry, that the Entrant has a clear relationship with the end mobile device used to enter via SMS (where applicable), and any information submitted by the Entrant in entering the promotion, before issuing a prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age).

- 58. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.
- 59. A prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
- 60. It is a condition of accepting a prize that a winner may be required to sign a legal release(s) in a form determined by the Promoter in its absolute discretion. A winner must sign any document required by the Promoter (in its absolute discretion) with respect to the assignment of any prize (if applicable).
- 61. Prizes will only be awarded where the Unique Code fulfils all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.
- 62. The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.
- 63. Any attempt to cause malicious damage or interference with the normal functioning of the SMS applications, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
- 64. The Promoter, its franchisees and its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law including any applicable consumer guarantee under the Australian Consumer Law), for any direct or indirect injury, loss and/or damage arising in any way out of the promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, prize claims or prizes; and/or (iv) acceptance and/or use of any prize. Applicable manufacturers and/or distributors should be contacted in regards to all prize warranty claims.
- 65. The Promoter and its associated agencies and companies are not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network or a mobile network or any combination thereof, or any other technical failures including any damage to Entrant's or any other person's mobile handset, computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
- 66. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
- 67. If for any reason this promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter including because of war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised

intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the promotion and/or if necessary to provide an alternative prize or prizes to the same value as an original prize or prizes, subject to any written directions made under applicable State or Territory legislation.

- 68. The Promoter reserves the right to verify the validity of any and all entries and reserves the right to disqualify any Entrant for: (a) tampering with the entry process; (b) for submitting an entry which is not in accordance with these Conditions of Entry; or (c) if the Entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 69. As a condition of entering this promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
- 70. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. The Promoter collects personal information about an Entrant to include the Entrant in the promotion and, where appropriate, award prizes. If the personal information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible.
- 71. The Promoter will make available to each Entrant, prior to or at time of entry into the promotion, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
- 72. Promotional Partners are responsible for their own privacy practices and Entrants should check Promotional Partner Websites for their respective privacy statements. The Promoter is not responsible, nor does it accept any liability, for the privacy practices of Promotional Partners.
- 73. An Entrant can gain access to, update or correct any personal information held by the Promoter by contacting the Promoter's Privacy Officer at PO BOX 392, Pennant Hills NSW 2120. All personal information will be stored at the office of the Promoter and/or its promotional partners, promotional agents and prize suppliers. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be accessed on www.mcdonalds.com.au. These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
- 74. By participating in the promotion, an Entrant also acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the Entrant in the future with information on special offers or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share information with its Australian related companies, promotional partners, promotional agents and prize suppliers, who may contact the Entrant with information about McDonald's, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the promotion, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition.

- 75. In these Conditions of Entry: "Australian Consumer Law" means Schedule 2 of the Competition and Consumer Act 2010 (Cth). "Personal Information" means, for the purpose of the Privacy Act 1988 (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not.
- 76. **Promoter:** McDonald's Australia Limited, ABN 43 008 496 928, of 21–29 Central Avenue, Thornleigh NSW 2120. Telephone: (02) 9875 6666.

VIC Permit No. 15/1099 NSW Permit No. LTPS/15/03774 SA Permit No. T15/855

SCHEDULE 1

ADDITIONAL TERMS AND CONDITIONS FOR INSTANT WIN FOOD PRIZES

Instant Win Food Prize Table				
Column 1	Column 2	Column 3	Column 4	Column 5
Winning Prize Icon	Instant Win Food Prize	RRP each	Max No. of Prizes	Total RRP
ICED DONUT	Iced Donut	\$2.75	13,500	\$37,125.00
MACARON	Macaron	\$1.95	36,000	\$70,200.00
McCafé Muffin	McCafe Muffin	\$2.95	9,000	\$26,550.00
SLICE OF McCAFÉ CAKE	Slice of McCafe Cake	\$3.95	4,500	\$17,775.00
RAISIN TOAST	Raisin Toast	\$1.55	9,000	\$13,950.00
TALL HOT McCAFÉ BEVERAGE	Tall Hot McCafe Beverage	\$4.75	18,000	\$85,500.00

General

- 1. The RRP of each Instant Win Food Prize, the total number of possible Instant Win Food Prizes to be awarded for the Promotion and the total maximum RRP of the Instant Win Food Prizes are in accordance with the table above.
- 2. Entrants must claim Instant Win Food Prizes in accordance with the 'HOW TO CLAIM AN "INSTANT WIN FOOD PRIZE" section in these Conditions of Entry, otherwise their Instant Win Food Prize(s) will be forfeited.
- 3. Instant Win Food Prizes are valid for the individual food/beverage item listed on the Winning Instant Win Food Prize Card only, and cannot be used in combination to claim or discount any McDonald's 'Extra Value Meals' or any other form of meal deal.
- 4. Instant Win Food Prizes are valid for the particular size, type and flavour of the Instant Win Food Prize item only, and cannot be used in combination to claim or discount any other sized food/beverage item.

- 5. The Promoter and Participating McDonald's Restaurants reserve the right to substitute ingredients of any Instant Win Food Prize as a result of seasonal, supplier or other variability outside the reasonable control of the Promoter. No requests by an Entrant to substitute or vary an Instant Win Food Prize will be accepted.
- 6. Redemption of an Instant Win Food Prize is subject to availability at each Participating McDonald's Restaurant and may not be available at a particular Participating McDonald's Restaurant. The Promoter accepts no responsibility for an Instant Win Food Prize being unavailable at a Participating McDonald's Restaurant. In the event an Instant Win Food Prize is unavailable at a Participating McDonald's Restaurant, an Entrant may attempt to claim the Instant Win Food Prize at another Participating McDonald's Restaurant or at a later time and/or date at the same Participating McDonald's Restaurant, but only during the Promotional Period.
- 7. An Entrant is responsible for ensuring that an Instant Win Food Prize is consistent with their dietary requirements.
- 8. All additional and ancillary costs not expressly stated, but which may be incurred in acceptance and consumption of an Instant Win Food Prize, are the responsibility of the Entrant who claims the Instant Win Food Prize. Such additional costs include, but are not limited to, the Entrant's transport to and from a Participating McDonald's Restaurant.

Instant Win Non-Food Prize Table				
Column 1	Column 2	Column 3	Column 4	Column 5
Winning Prize Icon	Instant Win Non-Food Prize	Value of Each	Max No. of Prizes	Total Max Value
\$20,000 CASH	\$20K CASH PRIZE	\$20,000.00	3	\$60,000.00
\$50 \$50 FUEL CARD	\$50 Caltex Fuel Voucher	\$50.00	100	\$5,000.00
\$25 \$25 FUEL CARD	\$25 Caltex Fuel Voucher	\$25.00	250	\$6,250.00
MAG SUBSCRIPTION	Free 1 Issue Online Mag Subscription	\$3.00	120,000	\$360,000.00
MUSIC DOWNLOAD	Free Music Download	\$5.97	80,000	\$477,600.00
ADMIT 1 CINEMA TICKET	Single Cinema Ticket	\$20.00	10,000	\$200,000.00

General

- 1. The value of each Instant Win Non-Food Prize, the total number of possible Instant Win Non-Food Prizes to be awarded for the Promotion and the total maximum value of the Instant Win Non-Food Prizes are in accordance with the table above.
- 2. Entrants must claim Instant Win Non-Food Prizes in accordance with the 'HOW TO CLAIM AN INSTANT WIN NON-FOOD PRIZE' section in these Conditions of Entry, otherwise their Instant Win Non-Food Prize(s) will be forfeited.
- 3. All Instant-Win Non-Food Prizes are subject to the Promotional Partners' prevailing Terms & Conditions. Additional Terms and Conditions of Instant Win Non-Food Prizes are detailed below.

\$20,000 Cash

- 1. Each \$20,000 Cash prize is valued at \$20,000.00.
- 2. Each \$20,000 Cash prize will be provided to the winner on a cheque made payable to the winner.

\$50 Caltex® StarCash

- 1. Each \$50 Caltex® StarCash prize comprises of one (1) StarCash card entitling the winner to redeem \$50.00 worth of fuel at Caltex outlets Australia wide.
- 2. \$50 Caltex StarCash prizes are valid until 01/07/2016 and are partially redeemable. Any value of the prize that is not redeemed by this date will be forfeited. If a winner uses the \$50 Caltex StarCash prize in excess of its value, the winner will be responsible to pay for the balance exceeding the value of the \$50 Caltex StarCash prize. No compensation will be payable if a winner is unable to redeem the \$50 Caltex StarCash prize (in whole or part) as stated for whatever reason.
- 3. \$50 Caltex StarCash prizes are subject to the gift card's prevailing terms and conditions of use (available at www.caltex.com.au), including expiration dates, and are not replaceable or refundable if lost, stolen or damaged. These conditions apply to any use of a Caltex StarCash Card ("Card") by any person ("Customer"):
 - a. Acceptance of Conditions of Use: Any use of a Card by a Customer will be deemed to be an acceptance of these conditions.
 - b. Validity of Card: Where a signature panel is provided on a Card, the Customer must sign the Card immediately. Any relevant Card which has not been signed will not be accepted.
 - c. Verification of Card: If a Card has a PIN verification, the customers must enter the PIN at the time of purchase.
 - d. Purchase of Goods and Services: The Card may only be used at Caltex/Ampol outlets where EFTPOS facilities are available and operational. The Card can be used to purchase (or part pay in conjunction with cash) any goods or services available at these outlets.
 - e. No cash: No cash out facilities are available with the Card and the Card is not redeemable for cash.
 - f. Customer Responsibility: Customer must ensure all details on any receipt are correct. Any dispute regarding receipt details is between the Customer and the Caltex outlet.
 - g. Non-Supply of Goods or Services: Caltex will have no liability to the Customer where an authorised dealer refuses to supply products or services to the Customer.
 - h. Property and Loss: The Card remains the property of Caltex. If any Card is lost or stolen, or if the Customer becomes aware of the possibility of any unauthorised use of the Card, the Customer must IMMEDIATELY notify Caltex on 1300 365 096. Until the Customer has given Caltex such notice, the Customer is liable for any unauthorised use of the Card. Caltex will not replace a Card with a face value of less than \$150.00. If Caltex replaces any Card, a card replacement fee of \$50.00 will be charged.
 - i. Purchase Limit: The total amount of purchases made by a Customer on a Card must not exceed the face value of the Card or reissued value of a replacement Card. The Caltex EPTPOS system will check for any purchase in excess of this limit. If the Customer's purchases exceed the face value of the Card, the Customer is liable to Caltex for the payment in cash of any such excess.
 - j. Expiry: The Card expires **01/07/2016**. The Card cannot be used after the expiry date. Any balance that remains on the card after expiry will not be available for use.
 - k. Use of Card at Unmanned Locations: Cards can only be used at unmanned locations if they have PIN verification. Therefore, the Customer must request PIN verification when ordering a Card if the Customer wishes to use a Card at an unmanned location.

\$25 Caltex® StarCash

- 1. Each \$25 Caltex® StarCash prize comprises of one (1) StarCash card entitling the winner to redeem \$25.00 worth of fuel at Caltex outlets Australia wide.
- 2. \$25 Caltex StarCash prizes are valid until **01/07/2016** and are partially redeemable. Any value of the prize that is not redeemed by this date will be forfeited. If a winner uses the \$25 Caltex StarCash prize in excess of its value, the winner will be responsible to pay for the balance

- exceeding the value of the \$25 Caltex StarCash prize. No compensation will be payable if a winner is unable to redeem the \$25 Caltex StarCash prize (in whole or part) as stated for whatever reason.
- 3. \$25 Caltex StarCash prizes are subject to the gift card's prevailing terms and conditions of use (available at www.caltex.com.au), including expiration dates, and are not replaceable or refundable if lost, stolen or damaged. These conditions apply to any use of a Caltex StarCash Card ("Card") by any person ("Customer"):
 - a. Acceptance of Conditions of Use: Any use of a Card by a Customer will be deemed to be an acceptance of these conditions.
 - b. Validity of Card: Where a signature panel is provided on a Card, the Customer must sign the Card immediately. Any relevant Card which has not been signed will not be accepted.
 - c. Verification of Card: If a Card has a PIN verification, the customers must enter the PIN at the time of purchase.
 - d. Purchase of Goods and Services: The Card may only be used at Caltex/Ampol outlets where EFTPOS facilities are available and operational. The Card can be used to purchase (or part pay in conjunction with cash) any goods or services available at these outlets.
 - e. No cash: No cash out facilities are available with the Card and the Card is not redeemable for cash.
 - f. Customer Responsibility: Customer must ensure all details on any receipt are correct. Any dispute regarding receipt details is between the Customer and the Caltex outlet.
 - g. Non-Supply of Goods or Services: Caltex will have no liability to the Customer where an authorised dealer refuses to supply products or services to the Customer.
 - h. Property and Loss: The Card remains the property of Caltex. If any Card is lost or stolen, or if the Customer becomes aware of the possibility of any unauthorised use of the Card, the Customer must IMMEDIATELY notify Caltex on 1300 365 096. Until the Customer has given Caltex such notice, the Customer is liable for any unauthorised use of the Card. Caltex will not replace a Card with a face value of less than \$150.00. If Caltex replaces any Card, a card replacement fee of \$50.00 will be charged.
 - i. Purchase Limit: The total amount of purchases made by a Customer on a Card must not exceed the face value of the Card or reissued value of a replacement Card. The Caltex EPTPOS system will check for any purchase in excess of this limit. If the Customer's purchases exceed the face value of the Card, the Customer is liable to Caltex for the payment in cash of any such excess.
 - j. Expiry: The Card expires **01/07/2016**. The Card cannot be used after the expiry date. Any balance that remains on the card after expiry will not be available for use.
 - k. Use of Card at Unmanned Locations: Cards can only be used at unmanned locations if they have PIN verification. Therefore, the Customer must request PIN verification when ordering a Card if the Customer wishes to use a Card at an unmanned location.

Universal Music Download

- 1. Each Universal Music Download prize is valued at \$5.97.
- 2. The Promotional Partner for the Universal Music Download prizes is TLC Marketing Worldwide Pty Ltd (ACN 124 275 921) ("TLC").
- 3. Instructions on how to claim your prize of digital track downloads form part of these terms and conditions. Participation in this offer is deemed acceptance of these terms and conditions.
- 4. To claim Universal Music Download prizes, each comprising of three (3) individual track downloads of Universal Music artists (the "Prize"), winners must enter their Unique Prize Code and any required personal information on the Promotional Partner Website, located at www.theinsong.com/mccafe in order to claim their Prize. Winners will then be directed to select their tracks on an online redemption store. Once the tracks are selected, winners will be required to add the tracks to their cart and register on TheInsong. The next step will be to enter the Unique Prize Code to ensure no charge is levied for the Prize. The track downloads

are then made available to download. A download link is also emailed to winners to their nominated email address to download at a later date. This link is valid for thirty (30) days. If more than three (3) tracks are selected, winners will be required to enter payment details for additional track/album selections. Tracks of equal or greater value will be charged if the downloads exceed three (3) tracks.

- 5. The Prize is personal to each winner, and cannot be transferred, shared or assigned in any manner
- 6. Incomprehensible and incomplete subscriptions will be deemed invalid and not eligible for the Prize.
- 7. TLC reserves the right to request winners to provide proof of identity and/or proof of transaction (including receipt or Scratch Card) in order to claim the Prize. Proof of purchase or identification considered suitable for verification is at the discretion of TLC. In the event that a consumer cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
- 8. TLC reserves the right, at any time, to verify the validity of Prize claims, and to disqualify any entrant who submits a claim for a Prize that is not in accordance with the Conditions of Entry (including this Schedule 2) or who tampers with the claim process. Failure by TLC to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 9. Any Prize claim that is made on behalf of a winner by a third party will be invalid.
- 10. Winners will have until 31st December 2015 to claim their Prize, otherwise it will be forfeited. No downloads will be made available to winners after this date.
- 11. Winners can download any track on the store with some exceptions. This may change from time to time and is at the discretion of TLC and Universal Music Australia.
- 12. Track downloads cannot be transferred for cash or credit. The Prize cannot be re-sold or used in conjunction with any other special offer.
- 13. Track downloads are in digital format only. Winners must have the ability to download the tracks to get this offer. Neither TLC nor Universal Music Australia assume any liability should the customer not be technologically equipped to download the digital tracks. The cost of accessing the Promotional Partner Website will be dependent on the winner's individual Internet Service Provider.
- 14. TLC, its respective agents, Prize providers and distributors are not liable for lost, stolen or damaged free track downloads, and do not make any contractual promise or representation regarding the quality and/or availability of the services offered and cannot be held liable for any resulting personal loss or damage.
- 15. The Prizes are subject to promotional availability. If the Prize is unavailable, for whatever reason, TLC reserves the right to substitute the Prize for a prize of equal or greater value, subject to any written directions made under applicable State or Territory legislation.
- 16. In the event that for any reason whatsoever a winner does not take an element of the Prize at the time stipulated by TLC then that element of the Prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the Prize.
- 17. Should a winner's contact details change during the promotion, it is the winner's responsibility to notify TLC. A request to access or modify any information provided in an entry should be directed to TLC.
- 18. It is a condition of accepting the Prize that the winner must comply with all the conditions of use of the Prize and the prize supplier's requirements, including (but not limited to) Universal Music Australia's terms and conditions of use, which are available at the dedicated online redemption store.
- 19. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders TLC's ability to proceed with the promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions.
- 20. Neither TLC (nor its third party affiliates, including Universal Music Australia) shall be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any damage, loss or injury suffered or sustained in connection with

any Prize except for any liability which cannot be excluded by law. Neither TLC nor its third party affiliates (including Universal Music Australia) are responsible for any incorrect or inaccurate information, either caused by the winner or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

- 21. TLC reserves the right in its sole discretion to disqualify any individual who TLC has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. TLC's legal rights to recover damages or other compensation from such an offender are reserved.
- 22. TLC is not liable for any tax implications arising from Prize claims. The terms of the Universal Music Download prizes are as stated in these Conditions of Entry (including this Schedule 2) and no other representations (written or oral) shall apply. Nothing in these terms affects any statutory rights a winner may have including under the Australian Consumer Law.
- 23. Universal Music Download prizes are administered by TLC, PO Box R446, Royal Exchange, NSW, 1225. All correspondence regarding these prizes should be directed to Creata at 6/3 Central Avenue, Thornleigh, NSW, 2120 ATTN: McDonald's McCafe Scratch, Match & Win Promotion.
- 24. TLC contact details: PO Box R446, Royal Exchange, NSW, 1225. T: 1800 823 032. F: 02 8904 7299.

Cinema Ticket Voucher

- 1. Each Cinema Ticket Voucher prize is valued at up to \$20.00.
- 2. The Promotional Partner for the Cinema Ticket Voucher prizes is TLC Marketing Worldwide Pty Ltd (ACN 124 275 921) ("TLC").
- 3. Each Cinema Ticket Voucher prize entitles the winner to one (1) adult cinema ticket voucher via the Promotional Partner Website.
- 4. To claim Cinema Ticket Voucher prizes, winners must enter their Unique Prize Code on the Promotional Partner Website at www.mytlcrewards.com/mccafe. Upon entering the Unique Prize Code on the Promotional Partner Website, winners will be required to enter their personal information and choose their preferred cinema in the manner required. Cinema ticket vouchers will be sent via email. Winners will be sent within twenty-four (24) hours of claim their Cinema Ticket Voucher by email to download at time of receipt or at any later time until voucher expiry. Cinema Ticket Vouchers are to be taken to the chosen participating cinema and shown to the cashier on the winner's smartphone for scanning or printed and handed to the cashier who will exchange them for cinema tickets.
- 5. Cinema Ticket Voucher prizes' Unique Prize Codes can only be used once to claim one (1) full priced adult cinema ticket voucher and cannot be used to purchase discounted or concessional cinema ticket vouchers including but not limited to children, student or senior cinema ticket vouchers. The price of one (1) adult cinema ticket is up to \$20.00. For the avoidance of doubt, any winner(s) aged under 18 years can redeem their Cinema Ticket Voucher prize for one (1) full price adult movie ticket.
- 6. The participating cinemas are those listed on the Promotional Partner Website.
- 7. Cinema ticket vouchers are valid for standard 2D cinema screenings excluding 3D movies and any other special screenings until voucher expiry no less than three (3) months from the date of issue to each winner and may be used on any day of the week excluding after 5pm on Saturdays at some participating cinemas only. Cinema ticket vouchers can only be used at one (1) of the participating cinemas. A surcharge applies for special movie types. The surcharge will be payable at the relevant cinema and is payable on each individual cinema ticket voucher and is not part of this prize.
- 8. The final date to claim a Cinema Ticket Voucher prize via the Promotional Partner Website is 31/12/2015.

- 9. Cinema Ticket Voucher prizes can be redeemed online only. Access to the Internet is required.
- 10. Once a cinema ticket voucher is claimed no exchanges are available.
- 11. Cinema ticket vouchers must be presented at a participating cinema and possession of a cinema ticket voucher does not guarantee or reserve a seat seating is subject to availability.
- 12. It is the responsibility of the holders to use the cinema ticket vouchers by the specified expiry date. The cinema ticket voucher has been awarded with the understanding that vouchers will not be extended or replaced. Cinema ticket vouchers are valid until voucher expiry no less than three (3) months from issue. Cinema ticket vouchers cannot be transferred or sold without the prior written consent of participating cinemas.
- 13. Please note that due to advance booking policies certain films and performances may be sold out and seats might not be available. Use of the cinema ticket vouchers is subject to availability and may be limited during public and school holidays.
- 14. The holders of the cinema ticket vouchers are not entitled to any preferential right over other cinema patrons.
- 15. Film classification rules apply. ID may be required.
- 16. Cinema ticket vouchers are non-refundable and cannot be exchanged for cash. No change given. Cinema ticket vouchers cannot be used in conjunction with any other special or offer where the admission value of the special or offer is greater than the value of a standard admission ticket.
- 17. TLC, its agents and distributors are not liable for lost, stolen or damaged cinema ticket vouchers.
- 18. TLC, its agents and distributors will not be responsible or liable to compensate a winner or other bearer, or accept any liability for any personal loss or injury occurring at a cinema.
- 19. TLC, its respective agents and distributors do not make any contractual promise or representation regarding the quality and/or availability of the services offered by the participating cinemas and cannot be held liable for any resulting personal loss or damage.
- 20. Any disputes between winners pertaining to the use of cinema ticket vouchers are strictly between the winners and the participating cinema.
- 21. The Cinema Ticket Voucher prizes are subject to promotional availability. TLC reserves the right to withdraw or substitute Cinema Ticket Voucher prizes and/or vouchers with another of equal or greater value, subject to any written directions made under applicable State or Territory legislation. For example, if a cinema closes, a replacement cinema ticket voucher may be issued for another cinema.
- 22. All winners taking advantage of Cinema Ticket Voucher prizes do so, on complete acceptance of these terms and conditions.
- 23. The Cinema Ticket Voucher prizes are administered by TLC, PO Box R446, Royal Exchange, NSW, 1225. All correspondence regarding these prizes should be directed to Creata at 6/3 Central Avenue, Thornleigh, NSW, 2120 ATTN: McDonald's McCafe Scratch, Match & Win Promotion.
- 24. TLC Contact Details: TLC, PO Box R446, Royal Exchange, NSW, 1225. T: 1800- 823 032. F: 02 8904 7299.
- 25. The terms of the Cinema Ticket Voucher prizes are as stated in these Conditions of Entry (including this Schedule 2) and no other representations (written or oral) shall apply.
- 26. Timeframes for delivery indicated in these terms and conditions may be affected by circumstances outside of the control of TLC, including, but not limited to strikes, fires, floods, earthquakes, other natural disasters, acts of terrorism, and blackouts. TLC will not be liable for delays caused by circumstances outside of its control.
- 27. Nothing in these terms affects any statutory rights a winner may have including under the Australian Consumer Law.

New Life Media 1 Issue Digital Mag Subscription

- 1. New Life Media 1 issue Digital Mag Subscription prize is valued at \$3.00.
- 2. The Promotional Partner for the New Life Media 1 issue Digital Mag Subscription prizes is TLC Marketing Worldwide Pty Ltd (ACN 124 275 921) ("**TLC**").

- 3. Each New Life Media 1 issue Digital Mag Subscription prize entitles the winner to one (1) one (1) issue digital magazine subscription A one (1) issue digital magazine subscription entitles the winner to receive one (1) digital issue for one (1) of the titles listed on Unique Prize URL subject to the terms stated in these Conditions of Entry (including this Schedule 2).
- 4. All additional subscriptions and single issues purchased through NewsLifeMedia must be paid for by the winners.
- 5. To claim a NewsLifeMedia one (1) issue Digital Mag Subscription prize, winners must redeem by clicking on their Unique Prize URL (supplied in the SMS). Once on the Zinio site, winners will be asked to enter their first name, last name and a valid email address. Once logged in winners will be able to choose one (1) issue digital magazine subscription from the titles available, including: delicious, donna hay, Super Food Ideas, taste.com.au magazine, Country Style, GQ Australia, Inside Out, Vogue Australia and Vogue Living.
- 6. Once selected, customers will be asked to create a Zinio account or login to an existing account.
- 7. New Zinio users will be asked to create a new account using their nominated email address. Once winners have set up the new account they will be able to view the one (1) issue digital magazine subscription in their Zinio Library. Existing Zinio users will be able to view their one (1) issue digital magazine subscription in their Zinio Library provided they have logged in with the email address associated with their Zinio account.
- 8. By completing the one (1) issue online magazine subscription claim form, winners are deemed to have accepted these terms and conditions.
- 9. Winners of a NewsLifeMedia Digital Mag Subscription prize (in accordance with its terms and conditions of use) may terminate the subscription at any time.
- NewsLifeMedia Digital Mag Subscription prizes have no cash alternative, are nontransferable, cannot be resold and cannot be used in conjunction with any other promotional offer.
- 11. The last date to claim NewsLifeMedia Digital Mag Subscription prizes via the Unique Prize URL is 31/12/2015.
- 12. NewsLifeMedia one (1) issue Digital Mag Subscription prizes can be redeemed online only. Access to the Internet is required.
- 13. One (1) issue digital magazine subscriptions cannot be transferred or sold or exchanged for another title.
- 14. TLC, its respective agents and distributors will not be responsible or liable to compensate a winner or other bearer, or accept any liability for any personal loss, provided that any statutory rights the winner may have remain unaffected.
- 15. TLC, its respective agents and distributors do not make any contractual promise or representation regarding the quality and/or availability of the magazines offered by NewsLifeMedia on the Zinio platform. Any statutory rights a winner may have remain unaffected.
- 16. Any disputes between winners pertaining to the use of One (1) issue digital magazine subscriptions are strictly between the winners and NewsLifeMedia
- 17. NewsLifeMedia One (1) issue Digital Mag Subscription prizes are subject to promotional availability. TLC in its sole discretion reserves the right to withdraw or substitute NewsLifeMedia One (1) issue Digital Mag Subscription prizes with another of equal or greater value, subject to any written directions made under applicable State or Territory legislation.
- 18. All winners taking advantage of the NewsLifeMedia One (1) issue Digital Mag Subscription prizes do so, on complete acceptance of these terms and conditions.
- 19. The NewsLifeMedia One (1) issue Digital Mag Subscription prizes are administered by TLC, PO Box R446, Royal Exchange, NSW, 1225, Australia. All correspondence regarding these prizes should be directed to Creata at 6/3 Central Avenue, Thornleigh, NSW, 2120, Australia ATTN: McDonald's McCafe Scratch, Match and Win Promotion.
- 20. TLC Contact Details: PO Box R446, Royal Exchange, NSW, 1225 Australia. T: + 1800 832 032 F: + 61 2 8904 7299.
- 21. The terms of the NewsLifeMedia One (1) issue Digital Mag Subscription prizes are as stated in these Conditions of Entry (including this Schedule 1) and no other representations (written or oral) shall apply.

- 22. Timeframes for delivery indicated in these terms and conditions may be affected by circumstances outside of the control of TLC, including, but not limited to strikes, fires, floods, earthquakes, other natural disasters, acts of terrorism, and blackouts. TLC will not be liable for delays caused by circumstances outside of its control.
- 23. Nothing in these terms affects any statutory rights a winner may have including under the Australian Consumer Law.