

CONSUMER GAME OF CHANCE PROMOTION (COMPLEX)

SCHEDULE TO CONDITIONS OF ENTRY

Promotion	McCafe 25 th Birthday Competition
Promoter	McDonald's Australia Limited (ABN 43 008 496 928) of 21–29 Central Avenue, Thornleigh, New South Wales 2120; Telephone: (02) 9875 6666.
Promotional Period	The Promotion commences at 12:01am AEST on 14/02/18 and closes at 11:59pm AEST on 20/03/18.
Promotional Stages	N/A
Eligible Entrants	Entry is only open to residents of Australia aged 14 years and over.
Promotional Site(s)	www.mcdonalds.com.au/mccafe25 via Internet and via mobile Internet on a compatible mobile device.
Participating Restaurant(s)	The Promotion will be conducted in participating McCafe restaurants of the Promoter in Australia which sell McCafe beverages.
Eligible Products	<p>Any size McCafe beverage including:</p> <ul style="list-style-type: none">• Hot coffee beverages• Cold coffee beverages• Iced coffee and chocolate beverages (does not include non McCafe beverages such as shakes)• Frappes• Teas• Chai Latte• Hot Chocolate• Babyccino
Entry Mechanic	<p>To enter the Promotion, Eligible Entrants must, during the Promotional Period either:</p> <p>a. Purchase any one (1) or more Eligible Products in a single transaction from a Participating Restaurant.</p> <p>b. Entrants will receive a unique entry code printed on their receipt for each Eligible Product purchased. Receipts must be retained for proof of purchase.</p> <p>c. Log onto the Promotional Site, correctly complete and successfully submit the online entry form in the manner required.</p> <p>OR</p> <p>a. Download, install and launch the MyMacca's application on their compatible mobile device. The application is available free of charge and can be downloaded via the Apple App Store for Apple iPhone devices or via Google Play for Android devices.</p> <p>b. Purchase any one (1) or more Eligible Products in a single transaction from a Participating Restaurant.</p>

	c. Eligible Entrants will automatically be entered into the Promotion once their purchase via the MyMacca's application is processed.
Content	N/A
Intellectual Property	N/A
Entry Limit	Multiple entries permitted.
Referral Mechanic	N/A
Voting	N/A
Draw(s)	All entries received by the Promoter during the Promotional Period will be entered into the draw. The draw to determine the winners will take place at 2:00pm (AEST) on 26/03/18 at the Promoter's offices, or alternatively at Unit 6, 3 Central Ave, Thornleigh, NSW. One entrant per Participating Restaurant will win.
Unclaimed Prize Draw	In the event of any unclaimed Prize(s), the Promoter will hold an unclaimed prize draw at 2:00pm (AEST) on 02/07/18 at the Promoter's offices, or alternatively at Unit 6, 3 Central Ave, Thornleigh, NSW in order to award the Prize(s) if unclaimed by that date.
Publication	For Prize(s) valued at over AUD\$250.00, the name and locality of each winner in the Draw will be published in The Australian by 22/04/18. For any Unclaimed Prize Draws, the name and locality of each winner will be published in the Australian by 29/07/18. Each winner will also be contacted via email to advise them that they have won within 1 week of the draw.
Prize(s)	<p>The one (1) Eligible Entry randomly drawn first in each Restaurant's Draw from all entries received by the Promoter during the Promotional Period will each win one (1) year of free McCafe beverages, valued at up to AUD\$2,390.75 (including GST). Exact methods of redemption will be communicated to each winner.</p> <p>a. Eligible winners will receive one (1) year of free McCafe beverages which can be redeemed at any McCafe restaurant. Redemption is limited to one (1) free McCafe beverage per day for the year. The prizes redeemed can be of any size (small, medium or large) and are limited to the McCafe beverages that fall into the categories listed below. Any product variations or add-ons such as, but not limited to, other milk varieties, flavoured syrups or whipped cream will need to be paid for by the Eligible Winner.</p> <p>Any size McCafe beverage including:</p> <ul style="list-style-type: none"> • Hot coffee beverages • Cold coffee beverages • Iced coffee and chocolate beverages (does not include non McCafe beverages such as shakes) • Frappes

	<ul style="list-style-type: none"> • Teas • Chai Latte • Hot Chocolate • Babyccino
Total Maximum Prize Value	Total maximum value of all Prize(s) awarded in the Promotion is up to AUD \$2,225,788.25.
Permit Numbers	NSW: LTPS/17/20929 ACT: TP 17/02627 SA: T17/2442

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CONDITIONS OF ENTRY

1. Information on how to enter, mechanics of entry and Prize(s) form part of the Schedule and these Conditions of Entry. These Conditions of Entry must be read in conjunction with the Schedule for the Promotion. Entry into the Promotion is deemed acceptance of the Schedule and these Conditions of Entry. Capitalised terms and expressions appearing in these Conditions of Entry are as defined in the Schedule or these Conditions of Entry. Unless the contrary intention appears, a reference to the singular includes the plural and vice versa. The Schedule will prevail to the extent of any inconsistency between the Schedule and these Conditions of Entry. If applicable, these Conditions of Entry apply to each Participating Restaurant except where context in these Conditions of Entry indicates otherwise.

DURATION

2. The Promotion will be conducted during the Promotional Period. If applicable, the Promotional Period will be divided into the Promotional Stages for the purpose of determining winner(s) and awarding Prize(s) in the Promotion.

ELIGIBILITY

3. The Promotion is open to Eligible Entrants. The directors, management and employees (and their Immediate Families) of the Promoter, its related entities, corporations or franchisees (if applicable), printers, suppliers, providers and agencies associated with the Promotion are ineligible to enter the Promotion.
4. **If any Eligible Entrants are aged under 18 years:** Eligible 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 Eligible 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 or guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Eligible Entrants and any parent or legal guardian who gives their consent (for Eligible Entrants aged under 18 years).

HOW TO ENTER

5. Eligible Entrants may enter the Promotion during the Promotional Period or a Promotional Stage (as applicable) in accordance with the Entry Mechanic. Eligible Entrants must provide all mandatory information required to enter the Promotion, which may include, but is not limited to, their full name, gender, date of birth, residential address, current and valid email address, contact telephone number and mobile telephone number and, if applicable, the date of purchase of the Eligible Product, the location of the Participating Restaurant where the Eligible Product purchase transaction was made and each Eligible Product's unique or promotional code (if applicable). Eligible Entrants may also be required to submit the Content in order to enter the Promotion, which may include an image, photograph, video, written submission or any other form of user-generated content.
6. Eligible Entrants may enter up to the Entry Limit. If multiple entries are not permitted, any subsequent entry after the first valid entry is received will be deemed invalid. If multiple entries are permitted, each entry must be submitted separately and, if purchase is required, must be based on a separate Eligible Product purchase transaction. All entries must independently comply with these Conditions of Entry. If applicable, entries for each Promotional Stage must be received by the Promoter during that Promotional Stage to be eligible for the corresponding Voting or Draw (as applicable). Unless expressly stated otherwise in the Schedule, entries received by the Promoter during a Promotional Stage will not rollover into any Voting or Draw(s) (as applicable) for subsequent Promotional Stage(s) (if any).

7. **If purchase is required:** Each Eligible Entrant must retain and may be required to present proof of purchase of each Eligible Product in order to claim a Prize. An Eligible Entrant may be required to provide to the Promoter proof of purchase for all entries made, upon request by the Promoter. If an Eligible Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then all the entries of that Eligible Entrant will be ineligible and deemed invalid. For each Eligible Product purchased during the Promotional Period, proof of purchase, if required, includes showing the original and providing a photocopy of the purchase receipt and, if the Eligible Product is specially marked or if any other promotional material is provided with purchase, the original product packaging or promotional material. Purchase receipts must clearly specify where the Eligible Product was purchased and that the Eligible Product was purchased during the Promotional Period but prior to entry. Product packaging or promotional material must be intact and must clearly display the Eligible Product's unique or promotional code utilised by the Eligible Entrant to enter the Promotion (if applicable). Selection of Eligible Products is subject to availability at each Participating Restaurant and based on reasonably anticipated demand. Eligible Products may not be available for sale in all Participating Restaurants at all times during the Promotional Period. The Promoter accepts no responsibility for any Eligible Products being unavailable at a Participating Restaurant during the Promotional Period.
8. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant will deem their entry invalid.
9. **Barrel entries:** Entries submitted in person must be original and photocopies or images of entries will not be accepted.
10. **Mail entries:** Entries submitted by mail must be original and photocopies or images of entries will not be accepted. Each entry must be mailed as required in a separate envelope.
11. **Telephone entries:** For premium 1900 entries, maximum 1900 cost is \$0.55 (including GST) per call. Any premium 1900 entries submitted after the Promotional Period has closed will not be included in the Promotion but will incur the \$0.55 (including GST) charge per call. For all telephone entries, standard carriers' costs may apply, depending on the carrier used and the Eligible Entrant's mobile phone plan (if applicable), and remain the responsibility of each Eligible Entrant. Calls from public telephones or mobiles may incur an additional charge. The charges for all telephone call entry services will appear on an Eligible Entrant's next telephone or mobile phone bill (if applicable). All queries relating to mobile and telephone bills should be directed to the Eligible Entrant's mobile or telephone carrier (as applicable). Calls may be recorded for the purposes of promotional, security and/or training purposes.
12. **SMS entries:** Entries submitted by SMS (short messaging service) will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. 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. Eligible Entrants must have the bill payer's permission to enter the Promotion via SMS or their entry will be deemed invalid. For premium SMS entries, maximum SMS cost is \$0.55 (including GST) per message sent. Any premium SMS entries 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. Eligible Entrants must check with their service provider if unsure. The mobile service provider is as stated in the Entry Mechanic. For help using the mobile premium service, call the mobile premium service helpline on the toll-free number stated in the Entry Mechanic. For all SMS entries, standard carriers' SMS costs may apply, depending on the carrier used and the Eligible Entrant's mobile phone plan, and remain the responsibility of each Eligible Entrant. The charges for all SMS entry services will

appear on the Eligible Entrant's next mobile phone bill. All general queries relating to mobile bills should be directed to the Eligible Entrant's mobile or telephone carrier. If an Eligible Entrant wants to stop receiving electronic marketing messages, the Eligible Entrant must follow the procedure stated in the Entry Mechanic.

13. **Internet entries:** Entries submitted via the Promotional Site(s) will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Costs associated with entering the Promotion via the Promotional Site(s) remain an Eligible Entrant's responsibility and may vary depending on the Internet service provider used. Eligible Entrants acknowledge that their entries and their name, locality, username and/or profile photograph (if applicable) may be featured on the Promotional Site(s) for public viewing during the Promotional Period and in perpetuity (unless otherwise requested) as well as Voting (if applicable). Once an entry is submitted, Eligible Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter). For Internet entries using:
 - a. **QR code and/or mobile Internet:** Eligible Entrants must have the bill payer's consent to use QR (quick response) code and/or mobile Internet to participate in the Promotion or their entry will be deemed invalid. Some service providers and mobile devices may not provide access to QR code and/or mobile Internet. Eligible Entrants must check with their service provider if unsure. Downloading and/or accessing mobile content including web-based content may incur data charges. Any external links (such as links clicked through the Apple App Store or Google Play) and promotional application features that require Internet connection may also incur data charges. Eligible Entrants will need to refer to the terms of the contracts with their mobile carrier, usage plan or Internet service provider (as applicable) for costs, as costs vary from plan to plan.
 - b. **Social media:** Eligible Entrants acknowledge that their personal social media page may be updated by accessing and/or sharing the promotional application via social media, including Facebook, Twitter, YouTube, Instagram and any other social media platform, and that their entry may be featured generally on the social media platform. Membership to and use of social media platforms generally is subject to the prevailing terms and conditions of use of the social media platform. The Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. Eligible Entrants understand that they are providing their information to the Promoter and not to any applicable social media platform. Eligible Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Eligible Entrant agrees to hold harmless all social media platforms and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Eligible Entrant in respect of the Eligible Entrant's participation in the Promotion. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to any social media platform.
14. The use of any automated entry software or any mechanical, electronic or other means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
15. **If the Promotion includes a Referral Mechanic:** Eligible Entrants may invite friends or relatives to enter the Promotion in accordance with the Referral Mechanic. The operation of the Referral Mechanic is subject to the *Spam Act 2003* in Australia and/or the *Unsolicited Electronic Messages Act 2007* in New Zealand (where applicable). Eligible Entrants may refer a particular friend or relative only once during the Promotional Period and Eligible Entrants who have already entered the Promotion cannot be referred as friends or relatives by a subsequent Eligible Entrant. Each Eligible Entrant's nominated relative or friend must also be eligible to enter the Promotion. Each Eligible Entrant warrants that any and each friend or relative that they nominate is known to them personally and that they have permission to send electronic communications to such persons.

WINNER DETERMINATION

16. The winner(s) in the Voting or the Draw(s) (as applicable) will be notified in writing and published in the Publication (if applicable). All reasonable steps to notify the winner(s) of the results of the Voting or the Draw(s) (as applicable) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
17. The Promoter may draw additional reserve entries in the Draw(s) (if applicable) and record them (in order) in case an invalid entry or ineligible entrant is drawn or if any Eligible Entrant drawn is unable to accept or declines to participate in a Prize. In the event of an ineligible entry or entrant in the Voting or the Draw(s), or if an Eligible Entrant 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 eligible entry with the next highest number of votes in the Voting or the first reserve entry drawn in the Draw(s) (as applicable). The Promoter will continue this process until all Prize(s) are awarded. If after this process any Prize(s) are still not awarded, or if an Eligible Entrant cannot be notified, the Promoter will hold the Unclaimed Prize Draw.
18. The Promoter will conduct the Unclaimed Prize Draw in order to distribute any Prize(s) (if any) unclaimed by that date, subject to any written directions given under applicable Australian State or Territory or New Zealand legislation. In the event of any winner(s) in the Unclaimed Prize Draw, the winner(s) will be notified in writing and published in the Publication (if applicable). All reasonable steps to notify the winner(s) of the results of the Unclaimed Prize Draw (if applicable) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

PRIZE(S)

19. The winner(s) will be awarded the Prize(s) except if any winner is aged under 18 years, in which case the Prize will be awarded to the parent or legal guardian who consented to the winner entering the Promotion, on behalf of the winner, at the sole discretion of the Promoter and, where applicable, that parent or legal guardian must accompany the Eligible Entrant for the duration of their participation in the Prize (if applicable).
20. All Prize(s) are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including the Schedule).
21. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize(s), are the responsibility of the winner(s) and their companion(s) (if any). Such additional costs may include, but are not limited to, travel or transportation, meals, beverages, telephone calls, Internet connection, telephone or data plan charges, software or applications, laundry services, spending money, transport to and from Participating Restaurant(s), transport to and from airport departure point, other transfers, taxes including arrival and departure taxes not provided with the Prize(s) as part of standard retail sale (if applicable) but excluding airfare related taxes and charges included in the Prize(s) (if applicable), insurance, travel insurance, passports and visas (if applicable).
22. **If any Prize includes a voucher, gift card, debit card, pass or ticket:** Vouchers, gift cards, debit cards, passes and tickets are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged.
23. **If any Prize includes a mobile phone handset:** Mobile phone handsets are offered unlocked unless otherwise stated in these Conditions of Entry (including the Schedule). Connection, mobile telephone plan and call costs in respect of the mobile handsets are the responsibility of the winner(s).
24. **If any Prize involves a performance, 'meet and greet' or other interaction or activity with a celebrity, personality or public figure:** The performance, 'meet and greet' or other interaction or

activity will be at the discretion of the celebrity, personality or public figure (or their management) and will at all times be subject to the availability of the celebrity, personality or public figure. The Promoter will not be liable for the failure of the celebrity, personality or public figure to conduct the performance in the manner advertised, to 'meet and greet' the winner(s) and/or their companion(s) (if any) and/or to partake in any other interaction or activity for whatever reason. The Promoter reserves the right to substitute another celebrity, personality or public figure in a similar industry and of a similar calibre to the original celebrity, personality or public figure, or to provide alternative prize(s) of equal or greater value to the original Prize(s), if any celebrity, personality or public figure is unavailable to participate in the Prize(s) for any reason beyond the control of the Promoter, subject to any written directions made under applicable Australian State or Territory or New Zealand legislation.

25. **If any Prize includes food and/or beverage(s):** It is the responsibility of the winner(s) and their companion(s) (if any) to ensure the food and/or beverage(s) included in the Prize(s) is consistent with their dietary requirements. If a Prize is redeemable at the Participating Restaurant(s), the Prize is valid for the particular size, type and flavour of the individual food and/or beverage item(s) as stated in these Conditions of Entry (including the Schedule) only and cannot be used in combination to claim or discount any other food and/or beverage item(s). The Participating Restaurant(s) reserve the right to substitute ingredients of the food and/or beverage item(s) as a result of seasonal, supplier or other variability outside the reasonable control of the Promoter. No request by a winner to substitute or vary the Prize will be accepted. Redemption of the Prize(s) is subject to availability at the Participating Restaurant(s) and individual food and/or beverage item(s) may not be available at a particular Participating Restaurant(s). The Promoter accepts no responsibility for any food and/or beverage item(s) being unavailable at any Participating Restaurant(s).
26. **If any Prize involves the opportunity to participate in a dangerous activity:** The winner(s) and their companion(s) (if any) acknowledge that the Prize(s) may involve a dangerous activity, which may result in injury or death, and participate at their own risk. The winner(s) and their companion(s) (if any): (a) must attend, undergo and pass any appropriate training, briefings, safety demonstrations, required medical tests and other requirements (including blood alcohol testing) of the Promoter and any Prize supplier as determined in their absolute discretion; (b) must declare to the Promoter or any Prize supplier (as applicable) any health-related issues that may affect his/her safe participation in any part of the Prize(s) and obtain a written clearance from their doctor in this respect; (c) must not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in any part of the Prize(s); (d) must not be under the influence of any drugs or alcohol or, if expressly permitted by the Promoter, may consume alcohol in moderation (if aged 18 years or older) but must not be under the influence of alcohol during any activities to the extent that it impairs or affects their understanding, judgment or participating in the activities, and subject to the limitations of any Prize supplier; (e) must comply with all directions of the Promoter, any Prize supplier and relevant officials; and (f) must wear all safety and other equipment required. The Promoter and any Prize supplier in their absolute discretion: (a) reserve the right to refuse to allow the winner(s) and/or their companion(s) (if any) to take part in any or all aspects of the Prize(s) if they reasonably believe the winner(s) and/or their companion(s) (if any) pose a safety risk or for any other reason; (b) may cancel the relevant component of the Prize(s) if the conditions are deemed dangerous. No compensation will be payable if the winner(s) and/or their companion(s) (if any) are unable to use any element of the Prize(s) as stated for whatever reason, including refusal of participation in certain activities for health, age, behaviour or safety reasons.
27. **If any Prize includes a motor vehicle:** Unless otherwise expressly stated in the Schedule, a motor vehicle is inclusive of twelve (12) months registration in the place of residence of the winner, twelve (12) months third party compulsory insurance, on road costs, stamp duty and dealer delivery costs, dependent upon the usual residential address of the winner and is exclusive of comprehensive insurance and operational costs, which are the responsibility of the winner. All ancillary costs or accessories not expressly provided are the responsibility of the winner(s). To be eligible to claim a motor vehicle, the winner must be capable of obtaining motor vehicle registration of the vehicle in

his or her name and a licence to use the motor vehicle in accordance with the applicable legislation where the vehicle is collected. If any winner is, through any legal incapacity or otherwise, unable to register the motor vehicle in his or her name or lawfully use the vehicle, then the winner may, at their own cost, assign the motor vehicle to another person who holds the required licence and has the legal capacity to obtain registration. Winner(s) (or their parent or legal guardian, if any winner is aged under 18 years) will be contacted by the Promoter to arrange for delivery of the vehicle to their usual residential address or collection of the vehicle from the dealership nearest to their usual residential address, as nominated by the Promoter in its sole discretion. Upon delivery or collection of the vehicle (as applicable), winner(s) (or their parent or legal guardian, if applicable) must provide their current driver's licence for inspection and demonstrate that the Promoter has arranged the required registration and compulsory insurance in their name (or the name of their parent or legal guardian, if applicable), before the vehicle may be taken or driven away from the collection point. Delivery or collection of a vehicle is subject to availability of the vehicle, but is anticipated to be within twenty-eight (28) days from the date the winner is notified that they have won. If a vehicle is collected, the winner (or their parent or legal guardian, if applicable) is responsible for all costs incurred by them to travel to and from the nearest dealership to collect the vehicle.

28. **If any Prize includes hire of a motor vehicle:** Motor vehicle hire will be arranged and paid for by the Promoter. Rate for vehicle hire includes unlimited kilometres. Vehicle type is subject to availability and vehicle hire is subject to the rental company's normal rental terms and conditions. It is a condition of hire that the hirer holds a current valid Australian or New Zealand driver's licence. The Promoter accepts no responsibility for damage or mistreatment to the hire vehicle caused by the hirer. The Promoter will not be liable for any additional expenses incurred by the hirer through mistreatment, illegal behaviour, or a violation of the vehicle hire's terms and conditions of use. All insurance, petrol, fines, tolls and damage costs, and any other related expenses, will be the responsibility of the winner(s) and their companion(s) (if any). The hire vehicle must be returned to the original pickup location.
29. **If any Prize includes attendance at an event:** The Prize(s) must be taken on the date(s) nominated by the Promoter to coincide with the event(s), otherwise the Prize(s) is forfeited. No extension or variation of the date(s) nominated by the Promoter permitted. All components of the Prize(s) must be taken together and when offered or are forfeited. Event organisers reserve the right in their absolute discretion to change or amend the event program without notice. The Promoter accepts no responsibility for the cancellation, rescheduling, change or delay of the event for any reason beyond the control of the Promoter. The Prize(s) do not include travel and/or transport to and from the event(s), or accommodation at or near the event(s), unless otherwise stated in these Conditions of Entry (including the Schedule). For the avoidance of doubt, winner(s) and their companion(s) (if any) must make their own way (at their own cost and responsibility) to the event(s), unless otherwise stated.
30. **If any Prize includes travel:** The Prize(s) must be booked and travelled in full by the date(s) or during the period(s) nominated by the Promoter in its sole discretion. Redemption of the Prize(s) is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of a Prize must be taken together and when offered or are forfeited. The winner(s) and their companion(s) (if any) must travel together and depart from and return to the same departure point. The winner(s) and their companion(s) (if any) may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation date(s) nominated by the Promoter permitted, unless otherwise stated in these Conditions of Entry (including the Schedule) or allowed by the Promoter in writing in its sole discretion, in which event any extension or variation of the travel and/or accommodation date(s) nominated by the Promoter will be at the cost and responsibility of the winner(s) and their companion(s) (if any). The Prize(s) cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a licensed agent nominated by the Promoter. Winner(s) may be required to present a credit card at time of accommodation check-in. If international travel is included in the Prize(s), it is the sole responsibility of the winner(s) to ensure their entry and the entry of their companion(s) (if any) into

the Prize destination(s), at their own expense, including ensuring all necessary passports, visas, travel authorisations, medical advice and recommended vaccinations and immunisations have been obtained prior to travel and, if required, on or by a date nominated by the Promoter. Failure to do so may result in the Prize(s) being forfeited. The Promoter makes no representation as to the safety of any Prize destination(s) and it is the responsibility of the winner(s) and their companion(s) (if any) to check the travel advice issued by the Department of Foreign Affairs and Trade at www.smartraveller.gov.au and assess the safety of the Prize destination(s) prior to travel.

31. **General:** Where applicable, the winner(s) and their companion(s) (if any) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Prize(s). Acceptance of the Prize(s) and participation in the Prize(s) is subject to any prevailing terms and conditions of travel/accommodation/transfers/services suppliers, event organiser(s) and any other Prize supplier(s), and in particular age, health, behaviour and safety requirements. The winner(s) and their companion(s) (if any) must follow all reasonable directions given by the Promoter and any event organiser or Prize supplier during the course of their participation in the Prize(s), including all directions relation to age, health, behaviour, safety and responsible consumption of alcohol (if applicable). The Promoter and any event organiser or Prize supplier reserve the right, in their absolute discretion, to refuse entry into or departure out of the travel destination(s), to disqualify, sanction and/or remove the winner(s) and/or their companion(s) (if any) from the event(s), or to refuse participation in certain activities, on the grounds of inappropriate behaviour, for age, health or safety reasons, or for any breach of these Conditions of Entry generally. If the winner(s) and/or their companion(s) (if any) fail to participate in the Prize(s) in the manner required, as stated in this condition and in the reasonable opinion of the Promoter, their entry and the balance of the Prize(s) will be forfeited with no compensation payable.
32. The Promoter also reserves the right to disqualify the winner(s) and/or their companion(s) (if any), prohibit participation in the Prize(s) or any component of the Prize(s) by the winner(s) and/or their companion(s) (if any), or otherwise cease to provide any Prize benefit to the winner(s) and/or their companion(s) (if any) if the winner(s) and/or their companion(s) (if any) act in a way, or causes material to be published, which the Promoter in its sole discretion deems to be inappropriate, aggressive, defamatory, offensive, or contrary to law, to diminish the good name or reputation of any Prize supplier or the Promoter or McDonald's (if McDonald's is not the Promoter), any of its related bodies corporate or its or their products, or otherwise is not in keeping with the spirit of the Promotion. For the avoidance of doubt, a winner can be disqualified after the winner is notified that they have won if the winner is found to have not acted in accordance with these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
33. It is a condition of accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) acknowledge and agree that the Promoter or its agents may film, photograph and record the winner(s) and their companion(s) (if any) during the course of their participation in the Prize(s) and that such footage will be the property of the Promoter and may be edited.
34. The Promoter reserves the right to request a winner and their companion(s) (if any) 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 identity and age of the winner and their companion(s) (if any) before issuing the Prize and at any time during their participation in the Prize.
35. It is a condition of accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) in a form determined by the Promoter in its absolute discretion. If a winner is under 18 years of age, their parent or legal guardian must also agree to and sign such documents (if requested by the Promoter).
36. The value of all Prize(s) is the Total Maximum Prize Value. The Prize(s) are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize(s) must be

taken as offered and cannot be varied. The Prize(s) cannot be used or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value. All Prize values are the recommended retail price including GST (depending on point of departure, where applicable).

37. If a Prize (or element of a Prize) becomes unavailable for any reason beyond the Promoter's reasonable control, then a comparable prize (or prize element) of equal or greater value will be awarded in lieu, subject to any written directions made under applicable Australian State or Territory or New Zealand legislation.

WINNER VERIFICATION

38. Eligible Entrants can only enter in their own name. Eligible Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Eligible 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 Eligible 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 Eligible Entrant's identity, age, residential address, eligibility to enter and claim a Prize, that the Eligible Entrant obtained the bill payer's consent to enter by premium SMS or 1900 service (where applicable) before submitting their entry, that the Eligible Entrant has a clear relationship with the end mobile device used to enter via premium SMS or 1900 service (where applicable), and any information submitted by the Eligible Entrant in entering the Promotion, before issuing a Prize (including confirming consent of an Eligible Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian who gave their consent, where an Eligible Entrant is under 18 years of age, if applicable). If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Eligible Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Eligible Entrant may be ineligible and deemed invalid.
39. The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Eligible Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging 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.
40. A Prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their absolute discretion (including as stated in the Schedule, if applicable).
41. **Voting:** The Promoter reserves the right to verify the validity of any and all votes and to request a voter 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 identity of the voter and the validity of the votes submitted, or purportedly submitted, by that voter for the purpose of determining the winner(s) in the Promotion. If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) to its satisfaction or if a voter: (a) tampers with the voting process; (b) submits a vote which is not in accordance with these Conditions of Entry; (c) uses (or attempts to use) multiple names, identities, email addresses and/or automated, script, macro or robotic program(s) to submit votes; (d) engages in systematic voting from the same computer/IP address in excess of the voting limit (if any); or otherwise (e) engages in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion, then all the votes submitted that voter may be ineligible and deemed invalid for the purpose of determining the winner(s) in the Promotion, as determined by the Promoter in its sole discretion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. The Promoter's decision is final and no correspondence will be entered into.

CONTENT OBLIGATIONS

42. If the Entry Mechanic involves the submission of any Content, entries must adhere to format and technical requirements, including but not limited to any size and length limitations. By entering the Promotion, Eligible Entrants acknowledge and agree that the Content may be featured on the Promotional Site(s) and any other online platform (including social media platforms) or audiovisual or print material of the Promoter and McDonald's (if McDonald's is not the Promoter) for public viewing for the duration of the Promotional Period and in perpetuity (unless otherwise requested) and Voting (if applicable).
43. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each entry (including the Content) fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials (excluding the Promoter and McDonald's (if McDonald's is not the Promoter) where required for entry into the Promotion), unless the entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An entry submitted without obtaining such written consent may result in the entry becoming invalid for the purposes of the Promotion and/or the Eligible Entrant being subject to legal liability. Any entries that contain Content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or to infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted as eligible entries into the Promotion. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its or McDonald's (if McDonald's is not the Promoter) products and/or services or is otherwise not in keeping with the spirit of the Promotion. The decision by the Promoter to accept or reject an entry is in the Promoter's sole discretion and no correspondence will be entered into.
44. An Eligible Entrant may, during the Promotional Period, be requested by the Promoter to resubmit their entry in the manner required if the Promoter considers the Content submitted by the Eligible Entrant to be ineligible to be accepted as an eligible entry ("**Resubmitted Entry**"). The decision by the Promoter to request a Resubmitted Entry, or to accept or reject a Resubmitted Entry as an eligible entry, is in the Promoter's sole discretion and no correspondence will be entered into. If a Resubmitted Entry is accepted by the Promoter, in its sole discretion, as an eligible entry, the Resubmitted Entry will be deemed to be an entry for the Eligible Entrant. If a Resubmitted Entry is rejected by the Promoter as an eligible entry, or is not received by the Promoter during the Promotional Period, the Eligible Entrant will not have gained an entry into the Promotion.
45. Any entries that contain Content that the Promoter, in its sole discretion, considers to be one (1) or more of the following types will not be accepted as eligible entries into the Promotion:
 - a. Content that does not strictly comply with the entry requirements as set out in these Conditions of Entry and/or on the Promotional Site(s) (if applicable);
 - b. Content that appeals to children aged 14 years or under unless otherwise expressly permitted by the Promoter;
 - c. Content that contains, depicts, alludes to or promotes aggressive, unruly, antisocial, offensive, lewd or illegal behaviour or any swearing (including masked profanities, e.g. f*#@), alcohol or smoking;
 - d. Content that parodies, disparages or makes fun of in any way the Promoter or McDonald's (if McDonald's is not the Promoter);
 - e. Content that is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - f. Content that is menacing or offensive or that harasses or advocates harassment of another person;
 - g. Content that exploits people in a sexual or violent manner;
 - h. Content that contains nudity, violence, or offensive subject matter or contains a link to an adult website;

- i. Content that solicits Personal Information from anyone;
- j. Content that provides any telephone numbers, street addresses, last names, URLs or email addresses;
- k. Content that promotes information that an Eligible Entrant knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- l. Content that promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- m. Content that involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, instant messaging or "spamming";
- n. Content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- o. Content that solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- p. Content that involves commercial activities and/or sales without the Promoter's prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- q. Content that contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
- r. Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
- s. Content that includes an image or reference to another person that you have submitted without that person's consent; or
- t. Content that uses sexually suggestive imagery or is unfair, misleading or deceptive.

46. By entering the Promotion, an Eligible Entrant warrants to the Promoter:

- a. that the Content submitted with their entry is original;
- b. that they have the authority and all permissions necessary to submit their entry (including the Content);
- c. that they own the Content of their entry for use in any manner in any media and in any form worldwide and in perpetuity;
- d. that their entry does not violate the privacy rights, copyright, contract rights or other rights (including, but not limited to, Intellectual Property Rights) of any person, corporation or entity;
- e. in respect of Content that includes images or references to third parties or third party property, that:
 - i. the Eligible Entrant has, before submitting their entry, obtained the required written consents and releases from those third parties (or third party property owners) to include such images or references in the Content and submit the Content as part of their entry into the Promotion; and
 - ii. the third parties have been informed by the Eligible Entrant and each agree in writing that such third party's image or reference may be used by the Promoter and McDonald's (if McDonald's is not the Promoter) in any media and in any form for an unlimited period of time without remuneration or compensation to the third party for the purpose of promoting, publicising or marketing the Promotion (including any outcome), promoting any products and services manufactured, distributed and/or supplied by the Promoter and McDonald's (if McDonald's is not the Promoter) and/or the Promoter and McDonald's (if McDonald's is not the Promoter) generally;

- f. that their entry does not contain Content that is illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libelous, offensive or objectionable;
 - g. that their entry does not contain Content that is contrary to the requirements or directions of relevant Regulators;
 - h. that their entry does not contain Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that Content for any purpose whatsoever, including commercial purposes;
 - i. that their entry does not contain Content that has any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
 - j. that their entry does not contain Content that misrepresents or suggests that any entity has the approval or sponsorship of any other entity which it does not have;
 - k. that during the course of creating their entry (including the Content), their conduct was not illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory or harassing to any person; and
 - l. that they agree that if their entry is accepted by the Promoter, it may be made available on the Promotional Site(s) (if applicable) for public viewing and Voting (if applicable) and may be used by the Promoter and McDonald's (if McDonald's is not the Promoter) in any media and in any form for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising and/or marketing the Promotion (including any outcome) and/or promoting any products and services manufactured, distributed and/or supplied by the Promoter and McDonald's (if McDonald's is not the Promoter) and/or the Promoter and McDonald's (if McDonald's is not the Promoter) generally.
47. Eligible Entrants are solely responsible and liable for their entries (including the Content) and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any Content posted on the Promotional Site(s) (if applicable) in accordance with its prevailing terms and conditions of use. Any entries that are removed by the Promoter from the Promotional Site(s) (if applicable) will not be considered eligible entries for the purpose of the Promotion. The Promoter is not responsible and excludes all liability (to the greatest extent allowable by law) for the content of any entries submitted for the purposes of the Promotion (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).
48. If any Content is made available for public viewing by the Promoter on the Promotional Site(s), a Regulator or any member of the public may wish to submit a notice, request, direction, complaint or instruction ("**Notification**") to the Promoter in respect of any Content, entry or other contribution of any person on the Promotional Site(s). Except for Regulators, Notifications must be submitted to the Promoter in accordance with the process advised by the Promoter on the Promotional Site(s) (if applicable) or otherwise on the Promoter's website(s). If the Promoter receives a Notification, the Promoter will consider the issues raised in the Notification and determine, in its sole discretion, whether the relevant contribution should be removed. Eligible Entrants acknowledge and agree that the Promoter may, without any liability, take any steps necessary in order to respond or comply with a Notification (to the extent the Promoter is legally authorised and obliged to do so) to ensure compliance with any relevant Laws and/or the requirements of a Regulator and may take these steps at any time and without further notice to the Eligible Entrant.

INTELLECTUAL PROPERTY

49. This condition only applies if Intellectual Property, as defined in the Schedule, is created by Eligible Entrants upon entry into the Promotion. For the avoidance of doubt, if Intellectual Property is expressed as being not applicable in the Schedule, this condition does not apply. By entering the Promotion:

- a. each Eligible Entrant expressly consents for the benefit of the Promoter and McDonald's (if McDonald's is not the Promoter) to all or any acts or omissions that would ordinarily constitute an infringement of the Eligible Entrant's moral rights in relation to all Intellectual Property Rights in any Content that the Eligible Entrant creates or generates and uploads to the Promotional Site(s) pursuant to the *Copyright Act 1968* (Cth). This includes the Promoter having an unfettered right to treat their entry (including the Content) in any manner at its sole discretion, to alter the entry (including the Content) in any manner and to the Promoter not attributing authorship of the entry (including the Content) to the Eligible Entrant; and
 - b. each Eligible Entrant (excluding any winner(s) in whose winning entry or entries the Intellectual Property is expressly assigned to the Promoter in the Schedule) agrees to grant to the Promoter and McDonald's (if McDonald's is not the Promoter) a royalty-free, perpetual, worldwide, irrevocable, unconditional, non-exclusive, transferable licence (and agrees to use their best endeavours to procure any relevant third parties to grant to the Promoter and McDonald's (if McDonald's is not the Promoter) such licence) to use their entry (including the Content) for the purposes of marketing and promoting the Promoter and McDonald's (if McDonald's is not the Promoter) and/or its and their goods and services in any manner and in any media whether existing now or in the future, without the further consent of the Eligible Entrant and without any further payment or compensation payable to the Eligible Entrant; and
 - c. only if the Schedule assigns the Intellectual Property in any winning entry or entries to the Promoter, each such winner absolutely and unconditionally assigns to the Promoter (and agrees to use their best endeavours to procure any relevant third parties to absolutely and unconditionally assign to the Promoter) all right, title and interest in all Intellectual Property Rights in their entry (including the Content). An entry and all Intellectual Property Rights subsisting in the entry irrevocably becomes, at time of entry, the property of the Promoter. Each winner must, upon request by the Promoter, execute all documents and perform all acts necessary to vest all Intellectual Property Rights in their entry (including the Content) in the Promoter.
50. All right, title and interest, including in all Intellectual Property Rights, in all promotional materials and in the Promoter's and McDonald's (if McDonald's is not the Promoter) brands, logos, trading names, products and/or services and the Promotional Site(s) (if applicable) will remain or be vested in the relevant McDonald's entity. Participation in the Promotion by an Eligible Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any promotional material or in any of the Promoter's or McDonald's (if McDonald's is not the Promoter) brands, logos, trading names and products and/or services. The Promoter, on a case by case basis and to the extent required, grants to each Eligible Entrant a non-exclusive licence for the Promotional Period to use the promotional material and the Promoter's and McDonald's (if McDonald's is not the Promoter) brands, logos, trading names and products and/or services solely for the purpose, and to the extent necessary, to enable each Eligible Entrant to participate in the Promotion.

PROMOTIONAL MATERIAL

51. The only materials that form part of the Promotion are materials manufactured for the Promoter, and issued by the Promoter or its franchisees (if applicable) for the purposes of the Promotion. Promotional material is only eligible if issued by the Promoter or its franchisees (if applicable) in connection with the retail sale of any Eligible Products during the Promotional Period.
52. In order to preserve the integrity of the Promotion, and to detect fraudulent and unacceptable conduct, promotional material may have special features, including security markings, which are known only to the Promoter and its authorised agents. Only bona fide promotional material will be honoured. The Promoter may conduct security verification checks in its absolute discretion.

Promotional material is void and not replaceable if it has been lost, stolen, forged, transferred, mutilated or tampered with in any way or if it, or any part of it, fails any of the Promoter's security and verification checks. Any promotional material that is misprinted or reproduced incorrectly will be, in the Promoter's sole discretion, void and an Eligible Entrant's sole remedy will be (subject to availability) replacement promotional material.

53. Promotional material cannot be transferred by Eligible Entrants to any other person, whether by gift, sale or otherwise and whether the transaction was initiated privately or in a public forum. Promotional material that has been transferred is void and any Prize claim based upon any promotional material that has been so transferred is invalid. Notwithstanding the prohibition on transfer of promotional material, the Promoter is not required to establish in any case whether the promotional material in respect of any Prize claim has been transferred.
54. The purchase, sale, trading, barter, auctioning, or any other method of 'transferring to another' of any promotional material, is expressly prohibited in this Promotion and will deem the promotional material invalid and any person who is a party to such a transfer may be disqualified from participating in the Promotion. For the avoidance of doubt, any promotional material produced for any other promotion anywhere in the world, including any other promotion of the Promoter, is invalid for the purposes of this Promotion.
55. All promotional advertisements depicting or describing Prize(s) and/or containing trade mark references are illustrative rather than definitive and do not imply any association with the Promoter or McDonald's (if McDonald's is not the Promoter).

PRIVACY

56. Selected partners, trusted third parties, promotional agents and Prize suppliers of the Promoter or McDonald's (if McDonald's is not the Promoter) (if any and depending on the nature of the Prize(s)) ("**Promotional Partners**") may require that Eligible Entrants provide Personal Information to them in order to process a valid Prize claim. Eligible Entrants must satisfy themselves with the privacy policies of any Promotional Partners (if any), as the Promoter and McDonald's (if McDonald's is not the Promoter) will not accept any responsibility for the handling of Personal Information by Promotional Partners (if any).
57. The Promoter and its Promotional Partners (if any) collect Personal Information about an Eligible Entrant to include the Eligible Entrant in the Promotion, award Prize(s) (where appropriate) and use the information to assist in improving the goods and services of the Promoter and its Promotional Partners (if any). If the Personal Information requested is not provided, the Eligible Entrant cannot participate in the Promotion and is deemed ineligible.
58. Eligible Entrants agree that the Promoter may, in the event the Eligible Entrant is a winner, publish or cause to be published the Eligible Entrant winner's name and locality in any media, as required under the relevant Australian State or Territory or New Zealand lottery legislation.
59. Eligible Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the premises of the Promoter (if McDonald's is not the Promoter) or at PO BOX 392, Pennant Hills NSW 2120 (in Australia) or 302 Great South Road, Greenlane, Auckland 1051 (in New Zealand) (if McDonald's is the Promoter). All Personal Information will be stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy in relation to the treatment of Personal Information collected may be obtained at mcdonalds.com.au (for Eligible Entrants in Australia) and mcdonalds.co.nz (for Eligible Entrants in New Zealand). These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.

60. If the Promoter collects an Eligible Entrant's Personal Information, the Promoter will provide to the Eligible Entrant, 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).
61. **If entry into the Promotion requires or invites opt-in:** By entering the Promotion and opting-in (if applicable), Eligible Entrants acknowledge that a further primary purpose for collection of the Eligible Entrant's Personal Information by the Promoter is to contact the Entrant in the future with information about the Promoter, including special offers, market research or to provide the Eligible 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 an Eligible Entrant's Personal Information with McDonald's (if McDonald's is not the Promoter), its Australian and/or New Zealand (as applicable) and overseas related companies, Promotional Partners, servants, employees and agents who may contact the Eligible Entrant for their legitimate commercial purposes, including special offers, market research or to provide the Eligible Entrant with marketing materials in this way. By entering the Promotion and opting-in (if applicable), Eligible Entrants acknowledge and agree that the Promoter and any applicable third parties may use their Personal Information in the manner set out in this condition.
62. The Promotional Site(s) may contain links to other websites ("**Linked Sites**"), including Promotional Partner websites. The Promoter and McDonald's (if McDonald's is not the Promoter) is not responsible for the content of any Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter and McDonald's (if McDonald's is not the Promoter) does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect Personal Information or postings from Eligible Entrants, the Promoter and McDonald's (if McDonald's is not the Promoter) shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Eligible Entrants' convenience only and Eligible Entrants agree to access them at their own risk.

GENERAL

63. As a condition of entering this Promotion, each Eligible Entrant consents to, in the event they are a winner, the Promoter and McDonald's (if McDonald's is not the Promoter) using the Eligible Entrant's entry, name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide 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 and McDonald's (if McDonald's is not the Promoter). The Eligible Entrant agrees that, in the event they are a winner, the Eligible Entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and McDonald's (if McDonald's is not the Promoter) and its or their agents and sign any additional documents reasonably required by the Promoter and McDonald's (if McDonald's is not the Promoter) to give effect to this condition. As a condition of participating in a Prize, each winner's companion(s) (if any) also consents to the Promoter and McDonald's (if McDonald's is not the Promoter) using their name, locality (including suburb and State or Territory of residence), likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the Prize as requested by the Promoter and McDonald's (if McDonald's is not the Promoter) and its or their agents and sign any additional documents reasonably required by the Promoter and McDonald's (if McDonald's is not the Promoter) to give effect to this condition.

64. If the 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 alternative Prize(s) to the same value as the original Prize(s), subject to any written directions made under applicable Australian State or Territory or New Zealand legislation.
65. The Promoter, its franchisees (if applicable) and its associated agencies and companies exclude 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 Prize(s); 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 (where applicable).
66. Any attempt to cause malicious damage or interference with the normal functioning of the Promotional Site(s), SMS application(s), the QR code and/or mobile application(s) (as applicable), or the information on the Promotional Site(s) and/or mobile application(s) (as applicable), 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 Eligible Entrant, the Eligible Entrant agrees to indemnify the Promoter for those losses, damages and costs.
67. To the extent permitted by law, each Eligible Entrant indemnifies, and must defend and hold harmless, the Promoter and its franchisees (if applicable), employees, servants, agents and contractors, from and against all Losses arising from: (i) a breach by the Eligible Entrant of any of these Conditions of Entry; (ii) any third party claim arising directly or indirectly from a breach by the Eligible Entrant of any of these Conditions of Entry; (iii) a negligent, willful or otherwise wrongful act or omission of the Eligible Entrant; (iv) fraudulent or dishonest acts or omissions by the Eligible Entrant; (v) any breach by the Eligible Entrant of any applicable Laws; (vi) any claim by any third party (including individuals, legal entities and governmental departments or agencies) arising directly or indirectly as a result of the Eligible Entrant entering the Promotion; (vii) the death of, or personal injury to, any person or any damage to, or loss or destruction of, any real or tangible personal property, to the extent caused by any act or omission of the Eligible Entrant; and (viii) any claim or allegation that the Eligible Entrant's entry infringes a third party's Intellectual Property Rights or constitutes an unlawful disclosure or misuse or misappropriation of another party's trade secret or confidential information.
68. McDonald's is committed to helping its customers make informed decisions about their food and beverage choices. McDonald's provides healthier food and beverage options for adults and children and ensures nutritional information is easily accessible to its customers. Nutritional information is available on its websites (mcdonalds.com.au and mcdonalds.co.nz), in its restaurants and, wherever possible, on product packaging.
69. All of the Promoter's decisions in respect of the Promotion are final and no correspondence will be entered into.

70. Apple Inc (and any of its brands and trade marks including Apple®) is not a participant in or sponsor of the Promotion.
71. In these Conditions of Entry: “**Australian Consumer Law**” means Schedule 2 of the *Competition and Consumer Act 2010* (Cth). “**Immediate Families**” means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin. “**Intellectual Property Rights**” means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trade marks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in Australia and/or New Zealand (as applicable) or otherwise. “**Laws**” means all laws including rules of common law, principles of equity, statutes, regulations, proclamations, ordinances, by-laws, rules, regulatory principles and requirements, statutory rules of an industry body, statutory mandatory codes of conduct, writs, orders, injunctions, judgments, and generally accepted accounting principles in Australia and/or New Zealand (as applicable). “**Losses**” means loss, damage, liability, charge, expense or cost (including all reasonable legal and other professional costs on a full indemnity basis) of any nature or kind. “**McDonald’s**” means McDonald’s Australia Limited (ABN 43 008 496 928) of 21 – 29 Central Avenue, Thornleigh, New South Wales 2120 and/or McDonald’s Restaurants (New Zealand) of 302 Great South Road, Greenlane, Auckland 1051 (as applicable). “**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. “**Regulators**” means any regulatory agency or any private entity that functions in a quasi-regulatory manner, having any applicable jurisdiction and includes the Advertising Standards Bureau, the Australian Association of National Advertisers, the Australian Communications and Media Authority, the Commonwealth Department of Broadband, Communications and the Digital Economy, the Australian Competition and Consumer Commission, the Office of the Australian Information Commissioner, the Classification Board, the Telecommunications Industry Ombudsman and any authority, agency or entity that is substituted for, or takes over the functions of, any of those organisations.