

**CONSUMER GAME OF CHANCE COMPETITION (SIMPLE)**

**SCHEDULE TO CONDITIONS OF ENTRY**

<b>Competition</b>	MCDONALD'S AUSTRALIA 30 DAYS 30 DEALS CONSUMER PROMOTION										
<b>Promoter</b>	McDonald's Australia Limited (ABN 43008496928) of 21 – 29 Central Avenue, Thornleigh, New South Wales 2120; telephone: (02) 9875 6666										
<b>Prize Supplier</b>	Chery Motor Australia Pty Ltd (ABN 28 662 958 205) (Chery) of Suite 3.03, 1 Homebush Bay Drive, Rhodes NSW 2138; Telephone: 1800 424 379.										
<b>Competition Period</b>	The Competition commences at 00:01AM (local time) on <b>1 November 2024</b> and closes at 11:59PM (local time) on <b>30 November 2024</b>										
<b>Promotional Stages</b>	<p>The Competition Period will be divided into the following promotional stages commencing at 00:01AM (Local Time) and closes at 11:59pm (Local Time) on each Promotional Stage Date:</p> <table border="1"><thead><tr><th>Promotional Stage</th><th>Promotional Stage Dates</th></tr></thead><tbody><tr><td>Week One</td><td>01/11/24 – 10/11/24</td></tr><tr><td>Week Two</td><td>11/11/24 – 17/11/24</td></tr><tr><td>Week Three</td><td>18/11/24 – 24/11/24</td></tr><tr><td>Week Four</td><td>25/11/24 – 30/11/24</td></tr></tbody></table>	Promotional Stage	Promotional Stage Dates	Week One	01/11/24 – 10/11/24	Week Two	11/11/24 – 17/11/24	Week Three	18/11/24 – 24/11/24	Week Four	25/11/24 – 30/11/24
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<b>Eligible Entrants</b>	<p>Entry is only open to residents of Australia aged 16 years or older who hold a valid Australian Drivers' licence (please refer to clauses 2 and 3 of the Conditions of Entry for additional eligibility requirements). Entrants under the age of 18 must have parent/guardian consent to enter.</p> <p><b>* Entrants that use a private email relay function that hides the personal information of the entrants are not eligible.</b></p>										
<b>Participating Restaurant(s)</b>	<p>The Competition will be conducted in all participating McDonald's restaurants of the Promoter in Australia which are participating in the 30 Days, 30 Deals promotion.</p> <p>A Participating Restaurant may cease to be a Participating Restaurant if circumstances arise due to the COVID-19 crisis or other event or circumstance beyond reasonable control that cause the Participating Restaurant to close or otherwise modify operations.</p> <p>Where a Participating Restaurant ceases to be a Participating Restaurant, the draw for that Participating Restaurant will take place in accordance with these Terms and Conditions and will be drawn from the pool of Eligible Entrants that have entered the Promotion within the Promotional Period (if any).</p>										

<b>Eligible Products</b>	Each specially marked daily deal as part of the 30 Days 30 Deals Promotion. Excludes orders made via McDelivery.										
<b>Entry Mechanic</b>	<p>To enter the Competition, Eligible Entrants must, during the Competition Period:</p> <ol style="list-style-type: none"> <li>1. Download, install and launch the MyMacca's App 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 device;</li> <li>2. Purchase an Eligible Product (<b>Eligible Transaction</b>) via the App from a Participating Restaurant. Electronic receipts must be retained as proof of purchase.</li> <li>3. Eligible Entrants will automatically be entered into the Competition once their Eligible Transaction via the App is processed.</li> </ol> <p><b>*By making an Eligible Product purchase, Eligible Entrants agree to be contacted if they are a winner.</b></p>										
<b>Excluded Transactions</b>	Products purchased and transactions made not in accordance with the Entry Mechanic (including but not limited to orders made via McDelivery via the MyMacca's app or third party delivery platforms <b>are not</b> Eligible Products for the purposes of the Competition.										
<b>Entry Limit</b>	Limit of one (1) entry per Eligible Entrant per day during the Competition Period.										
<b>Draw</b>	<p>All eligible entries received by the Promoter during the Competition Period will be entered into a corresponding promotional stage draw. Non-winning entries will <b>not</b> rollover into any subsequent promotional stage draws.</p> <p>The draw date for each Promotional Stage is set out below. The draws will take place at Creata, 6/3 Central Avenue, Thornleigh NSW 2120 at <b>11.00am (Sydney Time)</b> on the dates set out below:</p> <table border="1" data-bbox="570 1304 1377 1514"> <thead> <tr> <th data-bbox="570 1304 1187 1346"><b>Draw</b></th> <th data-bbox="1187 1304 1377 1346"><b>Draw Date</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="570 1346 1187 1388">Promotional Stage: Week One</td> <td data-bbox="1187 1346 1377 1388">13/11/24</td> </tr> <tr> <td data-bbox="570 1388 1187 1430">Promotional Stage: Week Two</td> <td data-bbox="1187 1388 1377 1430">20/11/24</td> </tr> <tr> <td data-bbox="570 1430 1187 1472">Promotional Stage: Week Three</td> <td data-bbox="1187 1430 1377 1472">27/11/24</td> </tr> <tr> <td data-bbox="570 1472 1187 1514">Promotional Stage: Week Four</td> <td data-bbox="1187 1472 1377 1514">4/12/24</td> </tr> </tbody> </table>	<b>Draw</b>	<b>Draw Date</b>	Promotional Stage: Week One	13/11/24	Promotional Stage: Week Two	20/11/24	Promotional Stage: Week Three	27/11/24	Promotional Stage: Week Four	4/12/24
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Promotional Stage: Week Four	4/12/24										
<b>Winner Notification</b>	Each winner will be notified via email within <b>one (1) week</b> of the draw. Entrants are responsible for having ongoing access to their nominated email.										
<b>Unclaimed Prize Draw</b>	In the event of any unclaimed Prize(s), the Promoter will hold an unclaimed prize draw at 11.00am (Sydney Time) on 12 March 2025 at Creata, 6/3 Central Ave, Thornleigh NSW 2120 in order to award any Prize(s) if unclaimed by that date.										

<p><b>Publication</b></p>	<p>For Prize(s) valued at over AUD\$250.00, the first initial, surname and post code only of each Australian winner in the Draw will be published on the promotional site (mobile application) within 14 days of the final Draw.</p> <p>In the event of any Prize(s) valued at over AUD\$250.00 in the Unclaimed Prize Draw (if any), the first initial, surname and post code only of each Australian winner of these Prize(s) (if any) will be published in on the Promotional Site within 14 days of the Unclaimed Prize Draw.</p>
<p><b>Prize(s)</b></p>	<p>The first eligible entry randomly drawn from all entries received during each Promotional Stage within the Competition Period (Eligible Winner) will win one (1) Chery Tiggo 4 Pro Urban Vehicle, valued at up to AUD\$23,990 (being the manufacturer's recommended driveaway price including GST) each.</p> <ol style="list-style-type: none"> <li>1. The colour of vehicle prize is subject to availability of colours at the relevant Chery dealership and may take 8-10 weeks for delivery depending on the colour chosen.</li> <li>2. The prize includes twelve (12) months vehicle 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, but excludes comprehensive insurance, petrol and any other operational costs, which are the responsibility of the winner. All ancillary costs, options, upgrades or accessories not expressly provided are the responsibility of the winner, not included in the prize and are subject to availability.</li> <li>3. To be eligible to claim a vehicle prize, 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 a 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. The Promoter and Chery take no responsibility for any such arrangements between the winner and the assignee. The winner acknowledges that they must comply with the registration and licencing requirements in their State or Territory when taking possession of the vehicle prize.</li> <li>4. The winners (or their parent or legal guardian, if the 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 and Chery in their sole discretion. Upon delivery or collection of the vehicle (as applicable), winners (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 the vehicle is subject to availability of the vehicle, but is anticipated to be within twenty-</li> </ol>

	<p>eight (28) days from the date the winner is notified that they have won (depending on colour chosen). If the 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 their place of residence to the nearest Chery dealership to collect the vehicle.</p> <p>5. The Promoter and Chery accepts no responsibility for any mechanical, body or paint repairs or repairs or maintenance of any kind relating to the prize after the date and time of prize collection by a winner. Any vehicles depicted in any promotional material are not necessarily the same colour or grade as each prize vehicle, and are for illustration purposes only.</p>
<b>Prize Distribution</b>	The Promoter will endeavour to issue details of Prizes to each winner within fourteen (14) days of the relevant Draw date via an email detailing the particulars for prize redemption, subject to the verified winner completing Prize collection and registration requirements as set out above and the Promoter completing all required probity and winner verification procedures as set out in these Terms and Conditions.
<b>Total Maximum Prize Value</b>	Total maximum value of all Prize(s) awarded in the Competition is up to AUD\$95,960
<b>Permit Numbers</b>	<p>NSW Trade Promotion Authority: TP/00246</p> <p>SA permit: T24/1752</p> <p>ACT permit: TP 24/ 02279</p>

## CONSUMER GAME OF CHANCE COMPETITION (SIMPLE)

### CONDITIONS OF ENTRY

1. Information on how to enter 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 Competition. Entry into the Competition 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.

### Eligibility

2. The Competition is open to Eligible Entrants aged 16 years of age and over. 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 whom are directly associated with the conduct of this Competition are ineligible to enter the Competition.
3. **This clause only applies if the Schedule to Conditions of Entry states that the Competition is open to entrants under 18 years of age:** Eligible Entrants under the age of 18 years must obtain the consent of their parent or legal guardian to enter the Competition and provide Personal Information about themselves (if required). Entrants who are under the age of 18 years and enter the Competition 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). If any winner is aged under 18 years, the Prize will be awarded to the parent or legal guardian who consented to the winner entering the Competition, on behalf of the winner, at the sole discretion of the Promoter and that parent or legal guardian must accompany the Eligible Entrant for the duration of the Prize (if applicable).

### How to enter

4. Eligible Entrants may enter the Competition during the Competition Period in accordance with the Entry Mechanic. Eligible Entrants must provide all information required to enter the Competition, 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 and the location of the Participating Restaurant where the Eligible Product purchase transaction was made. 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.
5. 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. Entries must be original and photocopies or images of entries will not be accepted. 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.

6. **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 Competition Period, proof of purchase, if required, may include showing the original and providing a copy of the purchase receipt, which must clearly specify where the Eligible Product was purchased and that the Eligible Product was purchased during the Competition Period but prior to entry. 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 Competition Period. The Promoter accepts no responsibility for any Eligible Products being unavailable at a Participating Restaurant during the Competition Period.
7. **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.
    - i. This Competition is not in any way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook, Inc, Instagram or TikTok. By participating in this Competition, claimants agree to release any

social media platform from any and all claims or liability that the claimant may have against the social media platform arising out of this Competition.

- ii. Claimants acknowledge that use of social media platforms is subject to the terms of service of that platform including music licensing. The Promoter is not responsible or liable for any loss, damage or injury suffered by any claimant as a result of the conduct of any social media platform, including the decision of any platform to remove or not remove any photographs, except for liability which cannot be excluded by law.
  - iii. Any opinions or views expressed on a social media platform by a third party are not the views or opinions of the Promoter or Promotional Partner. The Promoter excludes liability for any content on any platform that is inaccurate, incomplete, unlawful or inappropriate.
8. 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.
9. 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. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the Competition. 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 Competition.

#### **Winner Determination**

10. The first eligible entry or entries (as applicable) randomly drawn in the Draw(s) will win the Prize(s). All Prize(s) are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including any Schedule). It is a condition of accepting a Prize that the winner (and their parent or legal guardian, if the winner is aged under 18 years and the Schedule to Conditions of Entry states that the Competition is open to entrants under 18 years of age) may be required to sign legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its sole discretion..
11. The Promoter may draw additional reserve entries in the Draw(s) 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 which event the Promoter will award the Prize to the first reserve entry drawn and will continue this process until the Prize is awarded. If after this process any Prize(s) are still not awarded, or if any Eligible Entrant(s) drawn cannot be notified, the Promoter will hold the Unclaimed Prize Draw.
12. The Promoter will conduct the Unclaimed Prize Draw to distribute any Prize(s) unclaimed by that date, subject to any written directions given under applicable Australian State or Territory legislation.
13. The Promoter, in its sole discretion, may allocate any Prize(s) or deal with them as it sees fits, in circumstances where insufficient Entries are received.
14. The winner(s) will be notified in writing and published in the Publication (if applicable). Eligible Entrants agree that the Promoter may, in the event they are a winner, publish their name and locality in any media, as required under the relevant Australian State or Territory or New Zealand

lottery legislation. The Promoter will take all reasonable steps to notify winner(s). The Promoter's decision is final and no correspondence will be entered into.

### **Prize(s)**

15. The winner(s) will be awarded the Prize(s) except if the Schedule to Conditions of Entry states that the Competition is open to entrants under 18 years of age and 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 Competition, 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 or collection of the Prize (as applicable)..
16. All Prize(s) are subject to the Prize Supplier's prevailing terms and conditions of use and these Conditions of Entry (including any Schedule). Risk to the Prize transfers to the winner upon the delivery of the Prize to the winner or their legal guardian.
17. 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).
18. **Cash prizes (if applicable)** may be awarded in the form of a cheque or by an EFT transfer to the winner's nominated bank account. Cash transfers or cheques may take up to 30 working days to process prior to being ready for collection or postage from the date the Promoter contacts the Winners. The Promoter will not be responsible for any incorrect bank details or account details provided by the Winners.
19. **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, minimum spend, additional fees and are not replaceable if lost, stolen or damaged.
20. **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).
21. **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](http://www.smartraveller.gov.au) and assess the safety of the Prize destination(s) prior to travel.

22. **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.
23. **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.

24. **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.
25. 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 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.
26. Eligible Entrants can only enter in their own name. 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, and any information submitted by the Eligible Entrant in entering the Competition, 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). 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 Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. A Prize will only be awarded following any winner validation and verification that the Promoter or its agents require in their absolute discretion.
27. 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, non-disclosure agreements 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).
28. If the Competition is not capable of running as planned and/or a Prize (or element of a Prize) becomes unavailable for any reason beyond the reasonable control of the Promoter (including safety or participation delays caused by any disease, epidemic, pandemic), the Promoter reserves

the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition and/or if necessary to provide comparable prize(s) (or prize element) of equal or greater value to the original Prize(s), subject to any written directions made under applicable Australian State or Territory or New Zealand legislation.

29. The Prize Supplier, 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 Consumer Laws), for any direct or indirect injury, loss and/or damage arising in any way out of the Competition. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Competition and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition 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).
30. As a condition of entering the Competition, an Eligible Entrant consents to, in the event they are a winner, the Promoter and the Prize Supplier using the Eligible Entrant's entry, name, locality, 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 Competition (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter and the Prize Supplier. The Eligible Entrant agrees that, in the event they are a winner, they will participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter, the Prize Supplier and each of their agents.
31. As a condition of participating in a Prize, a winner must procure that the winner's companion(s) (if applicable) also consents to the Promoter and Prize Supplier using their name, locality, 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 Competition as requested by the Promoter and Prize Supplier (and each of their agents) and sign any additional documents reasonably required by the Promoter and Prize Supplier (and each of their agents) to give effect to this condition.
32. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
33. A Participating Restaurant may cease to be a Participating Restaurant if circumstances arise due to the COVID-19 crisis or any other circumstance beyond the Participating Restaurant's reasonable control that cause the Participating Restaurant to close or otherwise modify operations. Where a Participating Restaurant ceases to be a Participating Restaurant, the draw for that Participating Restaurant will take place in accordance with these Terms and Conditions and will be drawn from the pool of Eligible Entrants that have entered the Promotion within the Promotional Period (if any).
34. All queries, issues and concerns in connection with this Promotion are to be directed to the Promoter by completing the Contact Us form on <https://mcdonalds.com.au/contact-us>. All disputes are to be adjudicated by the Promoter.

## **Privacy**

35. The Promoter may collect Personal Information about Eligible Entrants to include them in the Competition, award Prize(s) (where appropriate) and use the information to assist in improving its goods and services. If the Personal Information requested is not provided, Eligible Entrants cannot participate in the Competition and are deemed ineligible. If the Promoter collects an Eligible Entrant's Personal Information, the Promoter will provide to the Eligible Entrant, at time of entry into

the Competition, 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).

36. 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 treated and stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy may be obtained at [mcdonalds.com.au](http://mcdonalds.com.au) and [mcdonalds.co.nz](http://mcdonalds.co.nz). These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
37. 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 on its websites ([mcdonalds.com.au](http://mcdonalds.com.au) / [mcdonalds.co.nz](http://mcdonalds.co.nz)), in its restaurants and, if possible, on product packaging.
38. In these Conditions of Entry: "**Consumer Laws**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* in New Zealand. "**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. "**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 in Australia, 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 and in New Zealand, for the purpose of the *Privacy Act 1993*, information about an identifiable individual.