

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

**SCHEDULE TO CONDITIONS OF ENTRY**

<b>Competition</b>	Macca's AFL Pre-Game Routine		
<b>Promoter</b>	McDonald's Australia Limited (ABN 43 008 496 928) of 21 – 29 Central Avenue, Thornleigh, New South Wales 2120; telephone: (02) 9875 6666		
<b>Competition Period</b>	The Competition commences at 5:00PM AEDT 16 <sup>th</sup> March 2023 and closes at 11:59pm AEST 30 <sup>th</sup> September 2023.		
<b>Competition Stages</b>	The Competition Period will be divided into twenty-eight (28) competition stages commencing and closing on the dates and times (VIC local time) set out below:		
	<b>Competition Stage</b>	<b>Start</b>	<b>End</b>
	1	05:00PM, 16 March 2023	11:59PM, 19 March 2023
	2	05:00PM, 23 March 2023	11:59PM, 26 March 2023
	3	05:00PM, 30 March 2023	11:59PM, 2 April 2023
	4	05:00PM, 6 April 2023	11:59PM, 10 April 2023
	5	05:00PM, 13 April 2023	11:59PM, 16 April 2023
	6	05:00PM, 21 April 2023	11:59PM, 25 April 2023
	7	05:00PM, 28 April 2023	11:59PM, 30 April 2023
	8	05:00PM, 5 May 2023	11:59PM, 7 May 2023
	9	05:00PM, 12 May 2023	11:59PM, 14 May 2023
	10	05:00PM, 19 May 2023	11:59PM, 21 May 2023
	11	05:00PM, 26 May 2023	11:59PM, 28 May 2023
	12	05:00PM, 2 June 2023	11:59PM, 4 June 2023
	13	05:00PM, 8 June 2023	11:59PM, 11 June 2023
	14	05:00PM, 15 June 2023	11:59PM, 18 June 2023
	15	05:00PM, 22 June 2023	11:59PM, 25 June 2023
	16	05:00PM, 29 June 2023	11:59PM, 2 July 2023
	17	05:00PM, 6 July 2023	11:59PM, 9 July 2023

	18	05:00PM, 13 July 2023	11:59PM, 16 July 2023
	19	05:00PM, 21 July 2023	11:59PM, 23 July 2023
	20	05:00PM, 28 July 2023	11:59PM, 30 July 2023
	21	05:00PM, 4 August 2023	11:59PM, 6 August 2023
	22	05:00PM, 11 August 2023	11:59PM, 13 August 2023
	23	05:00PM, 18 August 2023	11:59PM, 20 August 2023
	24	05:00PM, 25 August 2023	11:59PM, 27 August 2023
	25	05:00PM, 7 September 2023	11:59PM, 10 September 2023
	26	05:00PM, 14 September 2023	11:59PM, 17 September 2023
	27	05:00PM, 21 September 2023	11:59PM, 24 September 2023
	28	05:00PM, 30 September 2023	11:59PM, 30 September 2023
<b>Eligible Entrants</b>	<p>Entry is only open to residents of Victoria and Tasmania, Australia aged 15 years or older with both a Facebook Messenger account and a MyMacca's account.</p> <p>Anyone under the age of 18 must have permission from their parent/guardian.</p>		
<b>Participating Restaurant(s)</b>	<p>The Prize will be redeemable in all 287 participating restaurants of the Promoter in Victoria and Tasmania, Australia.</p> <p>A Participating Restaurant may cease to be a Participating Restaurant if circumstances arise due to the COVID-19 crisis that cause the Participating Restaurant to close or otherwise modify operations.</p>		
<b>Eligible Products</b>	N/A		
<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. Follow the links or scan the QR code found on the competition advertisements to open the Facebook Messenger Experience; and</li> <li>2. Fully and correctly complete the Facebook Messenger prompts including sharing their pre-game routine for the chance to receive at random one of four instant MyMacca's offer code.</li> </ol>		

<b>Excluded Transactions</b>	N/A
<b>Entry Limit</b>	One offer and entry per Facebook Messenger account per Competition Stage.
<b>Winner Determination</b>	The first 3500 Eligible Entrants to correctly complete the Entry Mechanic for each Competition Stage will receive a Prize. Additional Prizes may be awarded at the Promoters sole discretion.
<b>Winner Notification</b>	Each winner will be notified via their Facebook Messenger account instantly after correctly completing the Entry Mechanic.
<b>Publication</b>	N/A
<b>Prize(s)</b>	<p><u>Offer Prize:</u></p> <p>The first 3500 Eligible Entrants to correctly complete the Entry Mechanic will receive at random one (1) x of the following offer codes to input into their MyMacca's App:</p> <ul style="list-style-type: none"> <li>• \$2 Big Mac;</li> <li>• \$2 Quarter Pounder;</li> <li>• \$2 McChicken; or</li> <li>• \$2 6 Chicken McNuggets.</li> </ul>
<b>Prize Distribution</b>	The details of how to redeem the prize will be provided to each winner via the winner's Facebook Messenger account instantly after notification they have won.
<b>Total Maximum Prize Value</b>	Total maximum value of all Prize(s) awarded in the Competition is up to AUD\$200,000 (inclusive of GST)
<b>Permit Numbers</b>	N/A

## 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. 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. **Eligible Entrants aged under 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. **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.
7. 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.

8. 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**

9. The first eligible entry or entries (as applicable) to correctly complete the Entry Mechanic 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 the 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) may be required to sign legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its sole discretion.
10. In the event of an ineligible entry or entrant, or if an Eligible Entrant is unable to accept or declines to participate in a Prize, then the Prize will be awarded to the next eligible entry to correctly complete the Entry Mechanic. The Promoter will continue this process until all Prize(s) are awarded or until the Competition Stage closes (whichever comes first).
11. 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.
12. 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)**

13. 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).
14. All Prize(s) are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including the Schedule).
15. 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).

16. **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.
17. **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).
18. **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.
19. 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.
20. 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.

21. 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).
22. 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, or as a result of the actions or omissions of any third party), 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.
23. 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).
24. As a condition of entering the Competition, an Eligible Entrant consents to, in the event they are a winner, the Promoter 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. 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 and its agents.
25. 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 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 its agents and sign any additional documents reasonably required by the Promoter and its agents to give effect to this condition.
26. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
27. A Participating Restaurant may cease to be a Participating Restaurant if circumstances arise due to the COVID-19 crisis 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.



28. 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

29. 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).
30. 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](https://mcdonalds.com.au) and [mcdonalds.co.nz](https://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.
31. 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](https://mcdonalds.com.au) / [mcdonalds.co.nz](https://mcdonalds.co.nz)), in its restaurants and, if possible, on product packaging.
32. 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.