

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

**SCHEDULE TO CONDITIONS OF ENTRY**

<b>Competition</b>	Macca's Keepy Uppy Challenge
<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 12:00am AEST on 13 <sup>th</sup> May and closes at 11:59pm AEST on 31 <sup>st</sup> May
<b>Eligible Entrants</b>	Entry is only open to residents of Australia
<b>Participating Restaurant(s)</b>	N/A
<b>Eligible Products</b>	N/A
<b>Entry Mechanic</b>	To enter the Competition, Eligible Entrants must, during the Competition Period, post their Macca's Keepy Uppy attempt to their personal TikTok account using the #maccaskeepyuppy.  Entrants must ensure their Tik Tok account used for entries is not set to 'private'.
<b>Entry Limit</b>	Multiple entries permitted.
<b>Judging</b>	All eligible entries received by the Promoter during the Competition Period will be judged by a panel of appropriately qualified judges by 31 <sup>st</sup> May at 21-29 Central Avenue Thornleigh, NSW, 2120 to determine 5 winners in the Competition. All eligible entries will be judged on a basis of <b>originality and creative merit</b> .
<b>Prize(s)</b>	The 5 entries judged to be the best in the Judging from all eligible entries received during the Competition Period will receive <b>win 1 framed-Isuzu UTE A-League 2022 Grand Final match ball signed by both team competing captains and 1 framed replica Isuzu UTE A-League 2022 Grand Final jersey signed by the winning team captain</b> valued at AUD\$1000 (including GST) each.
<b>Total Maximum Prize Value</b>	Total maximum value of all Prize(s) awarded in the Competition is AUD\$5000 (including GST).
<b>Publication</b>	The winners of the Prize will be notified via TikTok Direct Message and published as a comment on the relevant question post <b>via McDonald's official TikTok Account</b> by <b>17:00 AEST on 1<sup>st</sup> June 2022</b> .
<b>Social Media</b>	a. This Competition is not in any way sponsored, endorsed or administered by, or associated with, any social media platform, including TikTok. By participating in this Competition, claimants

	<p>agree to release any social media platform from any and all claims or liability that the claimant may have against the social medial platform arising out of this Competition.</p> <ul style="list-style-type: none"><li>b. 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.</li><li>c. 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.</li></ul>
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### **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.
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, if required, provide Personal Information about themselves. 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).
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.
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, must be substantially unique 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 copies 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. 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.
8. This is a game of skill and chance plays no part in determining the winner(s). The best entry or entries (as applicable) in the Judging 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.
9. In the event of an ineligible entry or entrant in the Judging, or if an Eligible Entrant cannot be notified within a reasonable timeframe by the Promoter or is unable to accept or declines to participate in a Prize, then the Prize will be awarded to the next best judged eligible entry in the Judging. The Promoter will continue this process until all Prize(s) are awarded.
10. The winner(s) will be notified in writing and published at the discretion of the Promoter. Eligible Entrants agree that the Promoter may, in the event they are a winner, publish their name and locality in any media. The Promoter will take all reasonable steps to notify winner(s). The Promoter's decision is final and no correspondence will be entered into.
11. 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.
12. 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.
13. 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.

14. 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).
15. 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).
16. 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.
17. 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.
18. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
19. 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).
20. 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.

21. 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.
22. 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.
23. 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.