

2015 MCDONALD'S® NSW CRICKET PROMOTION

PRIVACY COLLECTION STATEMENT

McDonald's Australia Limited ACN 008 496 928 (McDonald's) will collect your personal information when you submit an entry into the 2015 McDonald's NSW Cricket Promotion (Promotion). At time of entry, we will collect your first name, last name, postcode and mobile phone number. This information will be used to include you in the Promotion, verify your eligibility, award the prize (where appropriate) and/or otherwise conduct the Promotion. Unless you provide all of this information, you will not be able to participate in the Promotion and will be deemed ineligible. The name and locality of the winner may be published on mcdonalds.com.au/cricket and in other mediums.

For the purposes described above, your information may be shared with our related bodies corporate, our franchisees, our suppliers and our promotional partners and other trusted third parties (and their directors, servants and agents), either in Australia or overseas countries which may

include but are not limited to the United States of America, Malaysia and Singapore.

McDonald's Privacy Policy (available at mcdonalds.com.au/privacy-policy) contains information about: (i) how you can access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how any complaint will be handled by McDonald's.

You may contact us with any queries via email at privacy@au.mcd.com or by post to McDonald's Australia Limited (Attention: McDonald's Privacy Officer), PO Box 392, Pennant Hills NSW 2120 Australia.

CONDITIONS OF ENTRY

- Information on how to enter, mechanics of entry and the Prize form part of these Conditions of Entry. Entry into the promotion is deemed acceptance of these Conditions of Entry. Entry is via premium SMS (short messaging service) only.

ELIGIBILITY

- Entry is only open to residents of New South Wales, Australia who are aged 14 years or older and, in the event their entry is drawn as the winning entry, are able to attend the Sydney Cricket Ground on **19/02/2016** together with up to nineteen (19) companions in order to participate in the Prize as set out in condition 16 (**Entrants**). The directors, management and employees (and their immediate families, including their children and wards, and other persons residing in their household) of the Promoter, its related entities, corporations or franchisees, printers, suppliers, providers and agencies directly associated with the conduct of this promotion are ineligible to register and participate in the promotion.
- Entrants aged under 18 years must obtain the consent of their parent or legal guardian to enter the promotion and provide Personal Information about themselves. All entries of Entrants who are under the age of 18 years and enter the promotion without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Entrants and any parent or legal guardian who gives their consent (for Entrants aged under 18 years). If the winner is aged under 18 years, 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 that parent or legal guardian must accompany the Entrant for the duration of the Prize.

PROMOTIONAL PERIOD

- The promotion commences at 12:01am (AEDT) on **16/12/2015** and closes at 11:59pm (AEDT) on **02/02/2016 (Promotional Period)**.

HOW TO ENTER

- To enter the promotion, Entrants must, during the Promotional Period:
 - obtain a six (6) digit numerical code (**Promotional Code**) by either:
 - receiving, from the Promoter or Cricket NSW, an electronic direct mail (eDM) addressed to the Entrant or Facebook communication, containing a Promotional Code and inviting the Entrant to enter the promotion using the Promotional Code; or
 - purchasing any one (1) specially marked Value Box (Chicken Value Box, Beef Value Box or Family Feed Value Box) (**Eligible Product**) from a participating McDonald's restaurant in New South Wales, Australia (**Participating Restaurant**) containing a Promotional Code located on the side of the Eligible Product's box packaging (**Eligible Purchase**) and retain the Eligible Purchase's purchase receipt (**Purchase Receipt**);

- send a premium SMS containing the Promotional Code in the required format to **1999 1444**. The required SMS format is: "**PROMOTIONAL CODE**" + space + "**ENTRANT'S FIRST NAME**" + space + "**ENTRANT'S LAST NAME**" + space + "**ENTRANT'S POSTCODE**" (for example, "**123456 John Smith 2000**"). Maximum SMS cost is \$0.55 (including GST) per 160 character message sent.

- Multiple entries are permitted, however each Entrant may only submit one (1) entry per calendar day during the Promotional Period and each entry must be submitted separately and must independently comply with these Conditions of Entry.

- Selection of Eligible Purchase products is subject to availability at each Participating Restaurant and based on reasonably anticipated demand. Eligible Purchase 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 Purchase products being unavailable at a Participating Restaurant during the Promotional Period.

- Entrants who obtain a Promotional Code via Eligible Purchase must retain and may be required to present proof of Eligible Purchase in order to claim the Prize, otherwise their entry may be ineligible and deemed invalid. Proof of purchase includes showing the original and providing a photocopy of the Purchase Receipt. Purchase Receipts must clearly specify where the Eligible Purchase was made and that the Eligible Purchase was made during the Promotional Period but prior to entry. Entrants who obtain a Promotional Code via eDM must retain and may be required to present proof of the eDM addressed to the Entrant in order to claim the Prize, otherwise their entry may be ineligible and deemed invalid.

- Maximum premium SMS cost is \$0.55 (including GST) per 160 character message sent. Any 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 160 character message sent. Some service providers and call plans may not provide access to premium SMS. Entrants must check with their service provider if unsure. Entries must be sent from a mobile phone handset and be identified by a MSISDN (unique mobile SIM number) for security reasons to be eligible. SMS is not a guaranteed delivery communication tool. The Promoter and the service provider cannot accept responsibility for any SMS messages not received. Entrants must have the bill payer's permission to enter the promotion via SMS or their entry will be deemed invalid. Standard carriers' SMS costs may apply, depending on the carrier used and the Entrant's mobile phone plan, and remain the responsibility of each Entrant. The charges for all SMS entry services will appear on the Entrant's next mobile phone bill. All general queries relating to mobile bills should be directed to the Entrant's mobile or telephone carrier. Mobile premium service provided by PrimeFocus. For help using the premium SMS service, call the mobile premium service helpline on 1800 818 957.

- A free reply SMS will be sent to an Entrant submitting an entry via SMS immediately after their entry has been received confirming their entry has been successfully received and advising that their entry has been entered into the draw. If a SMS entry is not successful because it is not in the required SMS format or the Promotional Code submitted is not recognised by the Promoter as an eligible Promotional Code for the promotion, an "invalid code" message will be sent to the originating mobile phone number. The "invalid code" message will prompt the Entrant to re-enter the Promotional Code and resubmit their SMS entry in the required form. If the Entrant elects to resubmit their SMS entry via premium SMS, the Entrant will be charged again at a maximum SMS cost of \$0.55 (including GST) per 160 character message sent.

- If an entry is not successful because an Entrant has already submitted the maximum number of entries for that day, a "maximum entries exceeded" message will be sent to the originating mobile phone number of the Entrant to notify the Entrant that the maximum number of entries permitted has been exceeded for that day. The "maximum entries exceeded" message will prompt the Entrant to re-submit their entry on the following day. If the Entrant elects to resubmit their SMS entry via premium SMS, the Entrant will be charged again at a maximum SMS cost of \$0.55 (including GST) per 160 character message sent.

- Facebook membership, notifications, and use of Facebook generally is subject to its prevailing terms and conditions of use at www.facebook.com/policies. The promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. To the extent permitted by law, each Entrant agrees to indemnify, defend and forever hold harmless, Facebook and its associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's participation in the promotion via Facebook. Any questions, comments or complaints about the promotion must be directed to the Promoter and not to Facebook.

- The use of any automated entry software or any mechanical, electronic or other means that allows an Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Entrant invalid.

DRAW

- The draw to determine the winner will take place at 3:00pm (AEDT) on **03/02/2016** at Creata, Unit 6, 3 Central Avenue, Thornleigh NSW 2120. The winner will be notified by telephone within 2 days of the draw and their name and locality will be published on <http://mcdonalds.com.au/cricket> on **15/02/2016**. All reasonable steps to notify the winner of the results of the draw will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

- The Promoter may draw five (5) additional reserve entries in the draw and record them (in order) in case an invalid entry or ineligible Entrant is drawn or the Entrant is ineligible to accept or declines to participate in the Prize. Each Entrant whose entry is drawn by the Promoter must confirm their eligibility to be awarded the Prize and their ability to accept and participate in the Prize within **three (3) business days** of being successfully notified by the Promoter that their entry has been drawn, otherwise their entry will be deemed invalid. In the event of an invalid entry or an ineligible Entrant, or if the Entrant is ineligible to accept or declines to participate in the Prize, the Prize will be awarded to the first reserve entry drawn. If the Prize cannot be awarded to the Entrant drawn, the Promoter will continue this process until the Prize is awarded. If after this process the Prize has still not been awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with condition 28.

PRIZE

- The first eligible entry randomly drawn from all entries received during the Promotional Period will win one (1) Twenty20 Cricket Experience from 4:00pm – 9:00pm (AEDT) on **19/02/2016** at the Sydney Cricket Ground for the winner and up to nineteen (19) companions aged 14 years or over, valued at up to **\$48,000.00 (Prize)**. If the winner is aged under 18 years, the parent or legal guardian who consented to the winner entering the promotion must accompany the winner during the Prize but does not need to form part of the nineteen (19) companions selected by the winner. The Prize comprises of the following:

- exclusive access to the Sydney Cricket Ground for the maximum duration of five (5) hours, including the benefit of the scoreboard, lighting, staff and security for the purpose of playing a game of Twenty20 cricket;
- appearances from a minimum of two (2) Cricket NSW players; and
- catering for the winner and each of their companions.

- The Prize must be taken on **19/02/2016** to coincide with the availability of the Sydney Cricket Ground, otherwise the Prize is forfeited. No extension or variation of the date permitted. The winner may request to vary the time of taking the Prize on **19/02/2016** (for example, if the winner would prefer to participate in the Prize in the morning) however it is in the Promoter's sole discretion whether to allow or deny a change in time as this remains subject to the availability of the Sydney Cricket Ground on the day. All components of the Prize 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 does not include travel and/or transport to and from the Sydney Cricket Ground, or accommodation at or near the Sydney Cricket Ground. For the avoidance of doubt, the winner and their companion(s) must make their own way (at their own cost and responsibility) to the Sydney Cricket Ground. It is also preferable that the winner and each of their companion(s) bring their own cricket equipment. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the responsibility of the winner and their companion(s). Such additional costs may include, but are not limited to, transport, additional meals, beverages, telephone calls, Internet connection or spending money.

- The winner must be willing to participate in the Prize for the duration of five (5) hours between 4:00pm – 9:00pm (AEDT) on **19/02/2016**. It is the responsibility of the winner to make any necessary arrangements with the winner's employer/school and family in anticipation of the winner's absence from home, work and/or school for this time. The winner (and if the winner is aged under 18 years, their parent or legal guardian who consented to the winner entering the promotion) is solely and absolutely responsible for obtaining leave from work/school and other related activities to participate in this promotion. The Promoter is not responsible for any reduction or loss of wages or salary experienced by the winner.

- The winner and their companion(s) must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Prize. Acceptance of the Prize and participation in the Prize is subject to any prevailing terms and conditions of food/venue/entertainment suppliers, event organisers and any other Prize suppliers, and in particular age, health, behaviour and safety requirements.

The winner and/or their companion(s) 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, including all directions relation to age, health, behaviour and safety. The Promoter and any event organiser or Prize supplier reserve the right, in their absolute discretion, to disqualify, sanction and/or remove the winner and/or their companion(s) from the Sydney Cricket Ground, 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 and/or their companion(s) fail to participate in the Prize 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 will be forfeited with no compensation payable.

- The "meet and greet" or other interaction or activity will be at the discretion of the NSW Cricket players (or their management) and will at all times be subject to the availability of the NSW Cricket players. The Promoter will not be liable for the failure of the NSW Cricket players to "meet and greet" the winner and/or their companion(s) and/or to partake in any other interaction or activity for whatever reason. The Promoter reserves the right to substitute another sportsman or personality of a similar calibre to the NSW Cricket players, if any NSW Cricket player is unavailable to participate in the Prize for any reason beyond the control of the Promoter, subject to any written directions made under applicable New South Wales legislation.

- It is the responsibility of the winners and their companion(s) to ensure the food and/or beverage(s) included in the Prize are consistent with their dietary requirements.

- The winner and their companion(s) acknowledge that the Prize involves a game of cricket, which is a dangerous activity, and may result in injury or death, and participate at their own risk. The winner and their companion(s): (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 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; (d) must not be under the influence of any drugs or alcohol during their participation in the Prize; (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 and their companion(s) to take part in any or all aspects of the Prize if they reasonably believe the winner and their companion(s) pose a safety risk or for any other reason; (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous. No compensation will be payable if the winner and their companion(s) are unable to participate in or use any element of the Prize as stated for whatever reason, including refusal of participation in certain activities for health, age, behaviour or safety reasons.

- It is a condition of accepting and participating in the Prize that the winner and their companion(s) acknowledge and agree that the Promoter or its agents may film, photograph and record the winner and their companion(s) during the course of their participation in the Prize and that such footage will be the property of the Promoter and may be edited.

- The Promoter reserves the right to request the winner and their companion(s) 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) before issuing the Prize and at any time during their participation in the Prize.

- It is a condition of accepting and participating in the Prize that the winner and their companion(s) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) (including prize acceptance release(s)) in a form determined by the Promoter in its absolute discretion. If the 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).

GENERAL

- Total maximum prize value is up to **\$48,000.00**. The Prize is not exchangeable or transferable and cannot be taken as cash (unless otherwise indicated). The Prize must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in Prize value. The Promoter accepts no responsibility for any tax implications that may arise from Prize winnings. Independent financial advice should be sought. The Prize value is the estimated price of all components.

- The Promoter may conduct a further draw at the same time (AEDT) and place as the original draw as is necessary on **09/02/2016** in order to distribute the Prize if unclaimed by that date, subject to any written directions given under New South Wales legislation. In the event of any winner in the unclaimed prize draw, the winner will be notified in writing (email) and their name and locality will be published on <http://mcdonalds.com.au/cricket> on **15/02/2016**. All reasonable steps to notify the winner of the results of the unclaimed prize draw (if any) will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.

- Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Entrant's identity, age, residential address, eligibility to enter and claim the Prize, that the Entrant obtained the bill payer's consent to enter by premium SMS before submitting their entry, that the Entrant has a clear relationship with the end mobile device used to enter via premium SMS, and any information submitted by the Entrant in entering the promotion, before issuing the Prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian who gave their consent, where an Entrant is under 18 years of age). If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or entry has not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the entries of that Entrant may be ineligible and deemed invalid.

- The Promoter reserves the right to verify the validity of any and all entries and to disqualify any 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. The Prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole absolute discretion.

- The Prize will only be awarded where the Promotional Code fulfils all of the requirements of the Promoter's verification tests and procedures. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.

- As a condition of entering this promotion, each Entrant consents to, in the event they are the winner, the Promoter using the Entrant's 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. The Entrant agrees that, in the event they are the winner, the Entrant will participate in all reasonable promoted activities in relation to the promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

- As a condition of participating in the Prize, each winner's companion(s) (if any) also consents to the Promoter using their name, 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 its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.

- If the Prize or element of the 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 New South Wales legislation.

- 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 to the same value as the Prize, subject to any written directions made under New South Wales legislation.

- The Promoter, its franchisees and associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)), 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 registrations, prize claims or the Prize; and/or (iv) acceptance and/or use of the Prize.

- The Promoter is committed to helping its customers make informed decisions about their food and beverage choices. The Promoter 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 websites, including on the Promoter's website (www.mcdonalds.com.au), in McDonald's Restaurants and, wherever possible, on product packaging.

PRIVACY

- The Promoter collects Personal Information about an Entrant to include the Entrant in a promotion and award the Prize (where appropriate) and assist the Promoter in improving its goods and services. If the Personal Information requested is not provided, the Entrant cannot participate in the promotion and is deemed ineligible. An Entrant agrees that the Promoter may, in the event the Entrant is the winner, publish or cause to be published the Entrant's name and locality in any media, subject to any written directions made under New South Wales legislation.

- An Entrant can gain access to, update or correct any Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the Promoter's address below. 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 by contacting the Promoter at PO BOX 392, Pennant Hills NSW 2120. These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.

- If the Promoter collects an Entrant's Personal Information, the Promoter will provide to the 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).

- In these Conditions of Entry: "**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.

- Promoter:** McDonald's Australia Limited, ABN 43 008 496 928, of 21 – 29 Central Avenue, Thornleigh NSW 2120. Telephone: (02) 9875 6666.

NSW Permit No. LTPS/15/07487.