

CONSUMER GAME OF CHANCE COMPETITION

SCHEDULE TO CONDITIONS OF ENTRY

Competition	Macca's Summer Festival Announcement Instagram Competition
Promoter	McDonald's Australia Limited (ABN 43 008 496 928) of 21 – 29 Central Avenue, Thornleigh, New South Wales 2120; telephone: (02) 9875 6666.
Competition Period	The Competition commences at 12:00pm (AEDT) on 20 December 2022 and closes at 11:59pm (AEDT) 21 December 2022 .
Eligible Entrants	Entry is only open to residents of Australia aged 18 years or older.
Participating Restaurant(s)	N/A
Eligible Products	N/A
Entry Mechanic	<p>To enter the Competition, Eligible Entrants must, during the Competition Period:</p> <ul style="list-style-type: none">• Follow @mcdonaldsau on Instagram• 'Like' the Macca's x Falls Festival/Heaps Good Festival partnership announcement post on the @mcdonaldsau Instagram• Comment & 'tag' one (1) friend who you would bring with you to Falls Festival Byron Bay, NSW
Entry Limit	Multiple entries permitted per Eligible Entrant.
Draw	All entries received by the Promoter during the Competition Period will be entered into the draw. The draw to determine the winners will take place at 10:00am (AEDT) on 22 December 2022 at 46-52 Mountain St, Ultimo, NSW.
Prize(s)	<p>The first four (4) eligible entries randomly drawn in the Draw will each win one (1) General Admission 3-Day Event Double Pass and one (1) 4-Day camping double pass for Falls Festival Byron Bay, NSW, from 31 December 2022 – 2 January 2023, valued at up to AUD\$1,076.00 (including GST) each.</p> <p><u>Please note:</u> Apart from the above Prizes, the Promoter is not responsible for providing anything else pertinent to the Prizes, including but not limited to travel, accommodation, expenses, etc.</p>
Notification	<p>Entries drawn will be contacted via direct private message on Instagram via the account the entry was submitted by between 11:00am (AEDT) – 12:00pm AEDT on 22 December 2022.</p> <p>If successfully notified, the entries drawn must confirm their eligibility and accept the prize by return direct private message on Instagram, providing appropriate contact details (including full name, contact phone number, date of birth and email address) by 12:00pm (AEDT) on 23 December</p>

	2022. If the entry is ineligible or the prize is not accepted the unclaimed prize draw will take place.
Unclaimed Prize Draw	If (having made reasonable efforts) the Promoter cannot contact a winner or if any Prize is not accepted or claimed by the time as specified above. The Promoter will hold an unclaimed prize draw to distribute any unclaimed prizes at 12:30pm (AEDT) on 23 December 2022 at 46-52 Mountain St, Ultimo, NSW.
Publication	The known details including the social media handle of each winner in the Draw will be published online at mcdonalds.com.au between 12.00pm (AEDT) and 2.00pm (AEDT) on 22 December 2022. In the event of any Prizes valued at over AUD\$250.00 in the Unclaimed Prize Draw (if any), the known details including the social media handle of each winner of these Prize(s) (if any) will be published online at mcdonalds.com.au at 2:00pm (AEDT) on 23 December 2022.
Total Maximum Prize Value	Total maximum value of all Prize(s) awarded in the Competition is up to AUD\$4,304.00 (inclusive of GST).
Permit Numbers	ACT Permit No. TP 22/02454

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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. Not Used
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 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) or an online form 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. Entrants 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 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.

9. 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 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. 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.
11. 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.
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.
13. 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.
14. Vouchers, gift cards, debit cards, passes and tickets (including ticket upgrades) are subject to their prevailing terms and conditions of use, including expiry dates, and are not replaceable if lost, stolen or damaged. Vouchers, gift cards, debit cards, passes and tickets cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured by the Promoter or Prize supplier.
15. 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.

16. 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.
17. 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).
18. 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.
19. 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.
20. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
21. 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.
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. The prize is subject to the event venue and ticket/pass terms and conditions, including any applicable age restrictions. The Promoter and event organisers hereby expressly reserve the right to eject any winner and/or his/her companion for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
25. 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.
26. 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).

27. 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 and 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.
28. 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 / mcdonalds.co.nz), in its restaurants and, if possible, on product packaging.
29. 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.