

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

**SCHEDULE TO CONDITIONS OF ENTRY**

<b>Competition</b>	Macca's® TryTok – QLD
<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 22nd June 2022 and closes at 11:59pm AEST on 4th July 2022
<b>Eligible Entrants</b>	Entry is only open to residents of QLD.
<b>Participating Restaurant(s)</b>	N/A
<b>Eligible Products</b>	N/A
<b>Entry Mechanic</b>	<p>To enter the Competition, Eligible Entrants must, during the Competition Period, post their version of a post-try celebration using the official Macca's Try Tok sound to their personal TikTok account.</p> <p>Entrants must ensure their TikTok account used for entries is not set to 'private'. Entrants who are under 18 years old must obtain the consent of their parent/guardian to enter.</p>
<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 on 5th July 2022 at 21-29 Central Avenue Thornleigh, NSW, 2120 to determine two (2) winners and twenty-three (23) runners-up. All eligible entries will be judged on a basis of <b>originality and creative merit</b> .
<b>Notification/Publication</b>	Winners will be notified via TikTok direct message and published as a comment on the relevant question post via McDonald's official TikTok Account at 17:00 AEST on 5th July 2022.
<b>Prize(s)</b>	<p>Winners will each receive one <b>Ultimate Maroons Experience for them and a friend</b>, which includes the following:</p> <ul style="list-style-type: none"><li>• Captain's Run 12 July 2022: winners will gain access to a captain's run.</li><li>• Game Day on 13 July 2022:<ul style="list-style-type: none"><li>○ Winners will have filming opportunities with 3 players.</li><li>○ Tour of the changeroom hosted by a Maroons Legend</li><li>○ 4 x Diamond Tickets to the game</li></ul></li><li>• 4 x Beanie and scarf</li><li>• 4 x Personalised Jersey</li></ul> <p>We will have 23 Runners up who will receive 2 Gold Tickets each to Game 3 in Brisbane.</p> <p>Winners under the age of 18 must be accompanied by their parent/guardian.</p>

<b>Total Maximum Prize Value</b>	Total maximum value of all Prize(s) awarded in the Competition is up to \$18,142 (including GST).
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## CONSUMER GAME OF SKILL COMPETITION

### 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. **If any Eligible Entrants are aged under 18 years:** 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).

#### 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.
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. **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 TikTok 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. 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. 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. 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.
10. 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.
11. 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.

## Prize(s)

12. **Cash prizes (if applicable)** may be awarded in the form of a cheque or by an EFT transfer to the winner's nominated bank account. Cash transfers or cheques may take up to 30 working days to process prior to being ready for collection or postage from the date the Promoter contacts the Winners. The Promoter will not be responsible for any incorrect bank details or account details provided by the Winners.
13. **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, and are not replaceable if lost, stolen or damaged.
14. **If any Prize involves a performance, 'meet and greet' or other interaction or activity with a celebrity, personality or public figure:** The performance, 'meet and greet' or other interaction or activity will be at the discretion of the celebrity, personality or public figure (or their management) and will at all times be subject to the availability of the celebrity, personality or public figure. The Promoter will not be liable for the failure of the celebrity, personality or public figure to conduct the performance in the manner advertised, to 'meet and greet' the winner(s) and/or their companion(s) (if any) and/or to partake in any other interaction or activity for whatever reason. The Promoter reserves the right to substitute another celebrity, personality or public figure in a similar industry and of a similar calibre to the original celebrity, personality or public figure, or to provide alternative prize(s) of equal or greater value to the original Prize(s), if any celebrity, personality or public figure is unavailable to participate in the Prize(s) for any reason beyond the control of the Promoter, subject to any written directions made under applicable Australian State or Territory legislation.
15. **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.
16. **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.

17. **If any Prize includes travel:** The Prize(s) must be booked and travelled in full by the date(s) or during the period(s) nominated by the Promoter in its sole discretion. Redemption of the Prize(s) is subject to availability and may be dependent on travel class availability, specific room category availability and travel 'blackout' periods applying (including school holidays and public holidays). All components of a Prize must be taken together and when offered or are forfeited. The winner(s) and their companion(s) (if any) must travel together and depart from and return to the same departure point. The winner(s) and their companion(s) (if any) may not accrue frequent flyer points. No extension or variation of the travel and/or accommodation date(s) nominated by the Promoter permitted, unless otherwise stated in these Conditions of Entry (including the Schedule) or allowed by the Promoter in writing in its sole discretion, in which event any extension or variation of the travel and/or accommodation date(s) nominated by the Promoter will be at the cost and responsibility of the winner(s) and their companion(s) (if any). The Prize(s) cannot be used in conjunction with travel discounts or special offers. Travel and accommodation are to be arranged by a licensed agent nominated by the Promoter. Winner(s) may be required to present a credit card at time of accommodation check-in. If international travel is included in the Prize(s), it is the sole responsibility of the winner(s) to ensure their entry and the entry of their companion(s) (if any) into the Prize destination(s), at their own expense, including ensuring all necessary passports, visas, travel authorisations, medical advice and recommended vaccinations and immunisations have been obtained prior to travel and, if required, on or by a date nominated by the Promoter. Failure to do so may result in the Prize(s) being forfeited. The Promoter makes no representation as to the safety of any Prize destination(s) and it is the responsibility of the winner(s) and their companion(s) (if any) to check the travel advice issued by the Department of Foreign Affairs and Trade at [www.smarttraveller.gov.au](http://www.smarttraveller.gov.au) and assess the safety of the Prize destination(s) prior to travel.
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. 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).
22. 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).
23. 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.
24. 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.
25. It is a condition of accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) acknowledge and agree that the Promoter or its agents may film, photograph and record the winner(s) and their companion(s) (if any) during the course of their participation in the Prize(s) and that such footage will be the property of the Promoter and may be edited.

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.
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. 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.