

CONSUMER GAME OF SKILL COMPETITION (SIMPLE)

SCHEDULE TO CONDITIONS OF ENTRY

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| Competition | GRIMACE BAG SOCIAL 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 10:00AM local time on Wednesday, 30 October 2024 and closes at 10:00AM local time on Wednesday, 6 November 2024. |
| Eligible Entrants | Entry is only open to residents of Australia aged 18 years old. |
| Participating Restaurant(s) | The Competition will be conducted in all participating restaurants of the Promoter in Australia. |
| Eligible Products | N/A |
| Entry Mechanic | <p>To enter the Competition, Eligible Entrants must, during the Competition Period, like, follow, and comment in 25 words or less on the 30 October 2024 Competition post on McDonald's Australia's official Instagram page (@mcdonaldsau), with their answer to the following:</p> <ul style="list-style-type: none">• If you were to spend a day with Grimace, what would you do? <p>Entrants are responsible for having ongoing access to their social media account used for their entry.</p> |
| Excluded Transactions | N/A |
| Entry Limit | Limit of one (1) entry per Eligible Entrant during the competition period. |
| Judging | All eligible entries received by the Promoter during the Competition Period will be judged by a panel of appropriately qualified judges by 12 November at 46-52 Mountain St, Ultimo to determine 20 winners in the Competition. All eligible entries will be judged on a basis of originality of response and creative merit. |
| Winner Notification | Winners will be notified by Instagram Direct Message by 5pm local time, Thursday 14 November . Entrants are responsible for having ongoing access to their nominated Instagram account. |
| Publication | The first initial, surname and postcode of the winners will be published on the Promoter's website (https://mcdonalds.com.au/) following Tuesday 19 November . |
| Prize(s) | The 20 entries judged to be the best in the Judging from all eligible entries received during the Competition Period will each win one (1) Grimace Bag , valued at AUD\$135.00. |

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| Prize Distribution | The Prizes will be provided to each winner within fourteen (14) days of the relevant Draw date via an Instagram Direct Message detailing the particulars for prize redemption |
| Total Maximum Prize Value | Total maximum value of all Prize(s) awarded in the Competition is AUD \$2,700.00. |

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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.

Eligibility

2. The Competition is open to Eligible Entrants. The directors, management and employees (and their Immediate Families) of the Promoter, its related entities, corporations or franchisees (if applicable), printers, suppliers, providers and agencies whom are directly associated with the conduct of this Competition are ineligible to enter the Competition.
3. **Eligible Entrants aged under 18 years** must obtain the consent of their parent or legal guardian to enter the Competition and, 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. Eligible Entrants may also be required to submit the Content in order to enter the Promotion, which may include an image, photograph, video, written submission or any other form of user-generated content.
5. Eligible Entrants may enter up to the Entry Limit. If multiple entries are not permitted, any subsequent entry after the first valid entry is received will be deemed invalid. If multiple entries are permitted, each entry must be submitted separately, 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. **Internet entries:** Entries submitted via the Promotional Site(s) will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Costs associated with entering the Promotion via the Promotional Site(s) remain an Eligible Entrant's responsibility and may vary depending on the Internet service provider used. Eligible Entrants acknowledge that their entries and their name, locality, username and/or profile photograph (if applicable) may be featured on the Promotional Site(s) for public viewing during the Promotional Period and in perpetuity (unless otherwise requested) as well as Voting (if applicable). Once an entry is submitted, Eligible Entrants acknowledge that the entry may not be withdrawn, altered or deleted (except as and where required by the Promoter). For Internet entries using:
 - a. **QR code and/or mobile Internet:** Eligible Entrants must have the bill payer's consent to use QR (quick response) code and/or mobile Internet to participate in the Promotion or their entry will be deemed invalid. Some service providers and mobile devices may not provide access to QR code and/or mobile Internet. Eligible Entrants must check with their service provider if unsure. Downloading and/or accessing mobile content including web-based content may incur data charges. Any external links (such as links clicked through the Apple App Store or Google Play) and promotional application features that require Internet connection may also incur data charges. Eligible Entrants will need to refer to the terms of the contracts with their mobile carrier, usage plan or Internet service provider (as applicable) for costs, as costs vary from plan to plan.
 - b. **Social media:** Eligible Entrants acknowledge that their personal social media page may be updated by accessing and/or sharing the promotional application via social media, including Facebook, Twitter, YouTube, Instagram and any other social media platform, and that their entry may be featured generally on the social media platform. Membership to and use of social media platforms generally is subject to the prevailing terms and conditions of use of the social media platform. The Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. Eligible Entrants understand that they are providing their information to the Promoter and not to any applicable social media platform. Eligible Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Eligible Entrant agrees to hold harmless all social media platforms and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Eligible Entrant in respect of the Eligible Entrant's participation in the Promotion. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to any social media platform.

- i. This Competition is not in any way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook, Inc, Instagram or TikTok. By participating in this Competition, claimants agree to release any social media platform from any and all claims or liability that the claimant may have against the social medial platform arising out of this Competition.
 - ii. Claimants acknowledge that use of social media platforms is subject to the terms of service of that platform including music licensing. The Promoter is not responsible or liable for any loss, damage or injury suffered by any claimant as a result of the conduct of any social media platform, including the decision of any platform to remove or not remove any photographs, except for liability which cannot be excluded by law.
 - iii. Any opinions or views expressed on a social media platform by a third party are not the views or opinions of the Promoter or Promotional Partner. The Promoter excludes liability for any content on any platform that is inaccurate, incomplete, unlawful or inappropriate.
9. The use of any automated entry software or any mechanical, electronic or other means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that Eligible Entrant invalid.
10. 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.
11. 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.
12. The Promoter, in its sole discretion, may allocate any Prize(s) or deal with them as it sees fits, in circumstances where insufficient Entries are received.
13. 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)

14. The winner(s) will be awarded the Prize(s) except if any winner is aged under 18 years, in which case the Prize will be awarded to the parent or legal guardian who consented to the winner entering the Promotion, on behalf of the winner, at the sole discretion of the Promoter and, where applicable, that parent or legal guardian must accompany the Eligible Entrant for the duration of their participation in the Prize (if applicable).
15. All Prize(s) are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including the Schedule).
16. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize(s), are the responsibility of the winner(s) and their companion(s) (if any). Such additional costs may include, but are not limited to, travel or transportation, meals, beverages, telephone calls, Internet connection, telephone or data plan charges, software or applications, laundry services,

spending money, transport to and from Participating Restaurant(s), transport to and from airport departure point, other transfers, taxes including arrival and departure taxes not provided with the Prize(s) as part of standard retail sale (if applicable) but excluding airfare related taxes and charges included in the Prize(s) (if applicable), insurance, travel insurance, passports and visas (if applicable).

17. **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.
18. **If any Prize includes a voucher, gift card, debit card, pass or ticket:** Vouchers, gift cards, debit cards, passes and tickets are subject to their prevailing terms and conditions of use, including expiry dates, minimum spend, additional fees and are not replaceable if lost, stolen or damaged.
19. **If any Prize includes food and/or beverage(s):** It is the responsibility of the winner(s) and their companion(s) (if any) to ensure the food and/or beverage(s) included in the Prize(s) is consistent with their dietary requirements. If a Prize is redeemable at the Participating Restaurant(s), the Prize is valid for the particular size, type and flavour of the individual food and/or beverage item(s) as stated in these Conditions of Entry (including the Schedule) only and cannot be used in combination to claim or discount any other food and/or beverage item(s). The Participating Restaurant(s) reserve the right to substitute ingredients of the food and/or beverage item(s) as a result of seasonal, supplier or other variability outside the reasonable control of the Promoter. No request by a winner to substitute or vary the Prize will be accepted. Redemption of the Prize(s) is subject to availability at the Participating Restaurant(s) and individual food and/or beverage item(s) may not be available at a particular Participating Restaurant(s). The Promoter accepts no responsibility for any food and/or beverage item(s) being unavailable at any Participating Restaurant(s).
20. **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.smartraveller.gov.au and assess the safety of the Prize destination(s) prior to travel.

21. **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.
22. **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.
23. **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.

24. 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.
25. 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.
26. It is a condition of accepting and participating in the Prize(s) that the winner(s) and their companion(s) (if any) may be required to sign eligibility form(s), code(s) of conduct, non-disclosure agreements and/or legal release(s) in a form determined by the Promoter in its absolute discretion. If a winner is under 18 years of age, their parent or legal guardian must also agree to and sign such documents (if requested by the Promoter).
27. 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).
28. 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).
29. 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.

30. 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.
31. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
32. 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.
33. 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.

Content obligations

34. If the Entry Mechanic involves the submission of any Content, entries must adhere to format and technical requirements, including but not limited to any size and length limitations. By entering the Promotion, Eligible Entrants acknowledge and agree that the Content may be featured on the Promotional Site(s) and any other online platform (including social media platforms) or audio visual or print material of the Promoter and McDonald's (if McDonald's is not the Promoter) for public viewing for the duration of the Promotional Period and in perpetuity (unless otherwise requested) and Voting (if applicable).
35. Without limiting any of the provisions of these Conditions of Entry, the Promoter requires that each entry (including the Content) fully complies with these Conditions of Entry and must not include or make reference to the Intellectual Property Rights of any person including but not limited to any visible logos, drawings, cartoons, phrases, trade marks, copyrighted material, mark that identifies a brand or other third party materials (excluding the Promoter and McDonald's (if McDonald's is not the Promoter) where required for entry into the Promotion), unless the entry is submitted with the written consent of the owner of the applicable Intellectual Property Rights. An entry submitted without obtaining such written consent may result in the entry becoming invalid for the purposes of the Promotion and/or the Eligible Entrant being subject to legal liability. Any entries that contain Content that the Promoter, in its sole discretion, considers to be offensive, inappropriate or objectionable in any way or to infringe any Intellectual Property Rights or other rights of any person, corporation or entity, will not be accepted as eligible entries into the Promotion. 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 Promotion. 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.
36. An Eligible Entrant may, during the Promotional Period, be requested by the Promoter to resubmit their entry in the manner required if the Promoter considers the Content submitted by the Eligible Entrant to be ineligible to be accepted as an eligible entry ("**Resubmitted Entry**"). The decision by the Promoter to request a Resubmitted Entry, or to accept or reject a Resubmitted Entry as an eligible entry, is in the Promoter's sole discretion and no correspondence will be entered into. If a Resubmitted Entry is accepted by the Promoter, in its sole discretion, as an eligible entry, the Resubmitted Entry will be deemed to be an entry for the Eligible Entrant. If a Resubmitted Entry is

rejected by the Promoter as an eligible entry, or is not received by the Promoter during the Promotional Period, the Eligible Entrant will not have gained an entry into the Promotion.

37. Any entries that contain Content that the Promoter, in its sole discretion, considers to be one (1) or more of the following types will not be accepted as eligible entries into the Promotion:

- a. Content that does not strictly comply with the entry requirements as set out in these Conditions of Entry and/or on the Promotional Site(s) (if applicable);
- b. Content that appeals to children aged 15 years or under unless otherwise expressly permitted by the Promoter;
- c. Content that contains, depicts, alludes to or promotes aggressive, unruly, antisocial, offensive, lewd or illegal behaviour or any swearing (including masked profanities, e.g. f* @#), alcohol or smoking;
- d. Content that parodies, disparages or makes fun of in any way the Promoter or McDonald's (if McDonald's is not the Promoter);
- e. Content that is patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
- f. Content that is menacing or offensive or that harasses or advocates harassment of another person;
- g. Content that exploits people in a sexual or violent manner;
- h. Content that contains nudity, violence, or offensive subject matter or contains a link to an adult website;
- i. Content that solicits Personal Information from anyone;
- j. Content that provides any telephone numbers, street addresses, last names, URLs or email addresses;
- k. Content that promotes information that an Eligible Entrant knows is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
- l. Content that promotes an illegal or unauthorised copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- m. Content that involves the transmission of "junk mail," "chain letters," unsolicited mass mailing, instant messaging or "spamming";
- n. Content that furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to, making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
- o. Content that solicits passwords or personal identifying information for commercial or unlawful purposes from other users;
- p. Content that involves commercial activities and/or sales without the Promoter's prior written consent such as contests, sweepstakes, barter, 2, or pyramid schemes;
- q. Content that contains any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
- r. Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that content for any purpose whatsoever, including commercial purposes;
- s. Content that includes an image or reference to another person that you have submitted without that person's consent; or
- t. Content that uses sexually suggestive imagery or is unfair, misleading or deceptive.

38. By entering the Promotion, an Eligible Entrant warrants to the Promoter:

- a. that the Content submitted with their entry is original;

- b. that they have the authority and all permissions necessary to submit their entry (including the Content);
 - c. that they own the Content of their entry for use in any manner in any media and in any form worldwide and in perpetuity;
 - d. that their entry does not violate the privacy rights, copyright, contract rights or other rights (including, but not limited to, Intellectual Property Rights) of any person, corporation or entity;
 - e. in respect of Content that includes images or references to third parties or third party property, that:
 - i. the Eligible Entrant has, before submitting their entry, obtained the required written consents and releases from those third parties (or third party property owners) to include such images or references in the Content and submit the Content as part of their entry into the Promotion; and
 - ii. the third parties have been informed by the Eligible Entrant and each agree in writing that such third party's image or reference may be used by the Promoter and McDonald's (if McDonald's is not the Promoter) in any media and in any form for an unlimited period of time without remuneration or compensation to the third party for the purpose of promoting, publicising or marketing the Promotion (including any outcome), promoting any products and services manufactured, distributed and/or supplied by the Promoter and McDonald's (if McDonald's is not the Promoter) and/or the Promoter and McDonald's (if McDonald's is not the Promoter) generally;
 - f. that their entry does not contain Content that is illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory, harassing, in breach of any confidence, defamatory, libelous, offensive or objectionable;
 - g. that their entry does not contain Content that is contrary to the requirements or directions of relevant Regulators;
 - h. that their entry does not contain Content that has been used in previous marketing materials or promotions for any third party or where any third party has been granted use of that Content for any purpose whatsoever, including commercial purposes;
 - i. that their entry does not contain Content that has any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, modify, delete, detrimentally interfere with, surreptitiously intercept, access without authority or expropriate any system, data or Personal Information;
 - j. that their entry does not contain Content that misrepresents or suggests that any entity has the approval or sponsorship of any other entity which it does not have;
 - k. that during the course of creating their entry (including the Content), their conduct was not illegal, contrary to any Laws, indecent, obscene, threatening, discriminatory or harassing to any person; and
 - l. that they agree that if their entry is accepted by the Promoter, it may be made available on the Promotional Site(s) (if applicable) for public viewing and Voting (if applicable) and may be used by the Promoter and McDonald's (if McDonald's is not the Promoter) in any media and in any form for an unlimited period of time without remuneration or compensation for the purpose of promoting, publicising and/or marketing the Promotion (including any outcome) and/or promoting any products and services manufactured, distributed and/or supplied by the Promoter and McDonald's (if McDonald's is not the Promoter) and/or the Promoter and McDonald's (if McDonald's is not the Promoter) generally.
39. Eligible Entrants are solely responsible and liable for their entries (including the Content) and any other information they transmit to other Internet users. The Promoter may delete or request the deletion of any Content posted on the Promotional Site(s) (if applicable) in accordance with its prevailing terms and conditions of use. Any entries that are removed by the Promoter from the Promotional Site(s) (if applicable) will not be considered eligible entries for the purpose of the Promotion. The Promoter is not responsible and excludes all liability (to the greatest extent

allowable by law) for the content of any entries submitted for the purposes of the Promotion (including but not limited to any illegal, incorrect or inaccurate content or third party advertising).

40. If any Content is made available for public viewing by the Promoter on the Promotional Site(s), a Regulator or any member of the public may wish to submit a notice, request, direction, complaint or instruction (“**Notification**”) to the Promoter in respect of any Content, entry or other contribution of any person on the Promotional Site(s). Except for Regulators, Notifications must be submitted to the Promoter in accordance with the process advised by the Promoter on the Promotional Site(s) (if applicable) or otherwise on the Promoter’s website(s). If the Promoter receives a Notification, the Promoter will consider the issues raised in the Notification and determine, in its sole discretion, whether the relevant contribution should be removed. Eligible Entrants acknowledge and agree that the Promoter may, without any liability, take any steps necessary in order to respond or comply with a Notification (to the extent the Promoter is legally authorised and obliged to do so) to ensure compliance with any relevant Laws and/or the requirements of a Regulator and may take these steps at any time and without further notice to the Eligible Entrant.

Privacy

41. 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).
42. 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.
43. 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.
44. 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.