

## CONSUMER GAME OF SKILL COMPETITION (SIMPLE)

### SCHEDULE TO CONDITIONS OF ENTRY

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| <b>Competition</b>                 | <b>Sauce Quest</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <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 8:00AM, AEST on 28/06/22 and closes at 8:00PM, AEST on 30/06/22.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Eligible Entrants</b>           | Entry is only open to residents of Australia aged 16 years or older.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <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:</p> <ol style="list-style-type: none"><li>1. Follow the clues left by the Promoter to locate the final the Macca's Sauce Quest game;</li><li>2. Be one of the first 40 people to successfully complete 1 (one) full game;</li><li>3. If successful, follow the link to obtain an official entry form; and</li><li>4. Fully and correctly complete the entry form in the manner required advising of their name, address and contact number, along with sauce selection from one of the two available sauce types.</li></ol> |
| <b>Entry Limit</b>                 | Limit of one (1) entry per Eligible Entrant.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Judging</b>                     | All eligible entries received by the Promoter during the Competition Period will be judged by a panel of appropriately qualified judges by 1 <sup>st</sup> July, 2022 at Crea Australia, Unit 6, 3 Central Ave, Thornleigh NSW 2120, to determine the 40 winners in the Competition. All eligible entries will be judged on a basis of meeting the required gaming score.                                                                                                                                                                                                                                       |
| <b>Notification/Publication</b>    | Winners will be notified by email and telephone by 12PM (AEST), Monday 4 <sup>th</sup> July 2022.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Publication</b>                 | The first initial, surname and postcode of the winners in the Judging will be published on the McDonald's competition landing page <a href="https://mcdonalds.com.au/saucequest">https://mcdonalds.com.au/saucequest</a> by Tuesday 5th July, 2022.                                                                                                                                                                                                                                                                                                                                                             |
| <b>Prize(s)</b>                    | The 40 entries judged to be the best in the Judging from all eligible entries received during the Competition Period will each win one (1) box of sauces valued at up to AUD \$18 (including GST) each.                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Prize Distribution</b>          | The Prizes will be provided to each winner within fourteen (14) days of the relevant Judging date via an email detailing the particulars for prize redemption.                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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| <b>Total Maximum Prize Value</b> | Total maximum value of all Prize(s) awarded in the Competition is up to AUD \$720 (including GST). |
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## **CONSUMER GAME OF SKILL COMPETITION (SIMPLE)**

### **CONDITIONS OF ENTRY**

1. Information on how to enter and Prize(s) form part of the Schedule and these Conditions of Entry. These Conditions of Entry must be read in conjunction with the Schedule for the Competition. Entry into the Competition is deemed acceptance of the Schedule and these Conditions of Entry. Capitalised terms and expressions appearing in these Conditions of Entry are as defined in the Schedule or these Conditions of Entry. Unless the contrary intention appears, a reference to the singular includes the plural and vice versa. The Schedule will prevail to the extent of any inconsistency between the Schedule and these Conditions of Entry. If applicable, these Conditions of Entry apply to each Participating Restaurant except where context in these Conditions of Entry indicates otherwise.
2. The Competition is open to Eligible Entrants. The directors, management and employees (and their Immediate Families) of the Promoter, its related entities, corporations or franchisees (if applicable), printers, suppliers, providers and agencies whom are directly associated with the conduct of this Competition are ineligible to enter the Competition.
3. Eligible Entrants aged under 18 years must obtain the consent of their parent or legal guardian to enter the Competition and, if required, provide Personal Information about themselves. Entrants who are under the age of 18 years and enter the Competition without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Eligible Entrants and any parent or legal guardian who gives their consent (for Eligible Entrants aged under 18 years). If any winner is aged under 18 years, the Prize will be awarded to the parent or legal guardian who consented to the winner entering the Competition, on behalf of the winner, at the sole discretion of the Promoter and that parent or legal guardian must accompany the Eligible Entrant for the duration of the Prize (if applicable).
4. Eligible Entrants may enter the Competition during the Competition Period in accordance with the Entry Mechanic. Eligible Entrants must provide all information required to enter the Competition, which may include, but is not limited to, their full name, gender, date of birth, residential address, current and valid email address, contact telephone number and mobile telephone number and, if applicable, the date of purchase of the Eligible Product and the location of the Participating Restaurant where the Eligible Product purchase transaction was made.
5. Eligible Entrants may enter up to the Entry Limit. If multiple entries are not permitted, any subsequent entry after the first valid entry is received will be deemed invalid. If multiple entries are permitted, each entry must be submitted separately, must be substantially unique and, if purchase is required, must be based on a separate Eligible Product purchase transaction. All entries must independently comply with these Conditions of Entry. Entries must be original and copies or images of entries will not be accepted. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant will deem their entry invalid.
6. If purchase is required, each Eligible Entrant must retain and may be required to present proof of purchase of each Eligible Product in order to claim a Prize. An Eligible Entrant may be required to provide to the Promoter proof of purchase for all entries made, upon request by the Promoter. If an Eligible Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then all the entries of that Eligible Entrant will be ineligible and deemed invalid. For each Eligible Product purchased during the Competition Period, proof of purchase, if required, may include showing the original and providing a copy of the purchase receipt, which must clearly specify where the Eligible Product was purchased and that the Eligible Product was purchased during the Competition Period but prior to entry. Selection of Eligible Products is subject to

availability at each Participating Restaurant and based on reasonably anticipated demand. Eligible Products may not be available for sale in all Participating Restaurants at all times during the Competition Period. The Promoter accepts no responsibility for any Eligible Products being unavailable at a Participating Restaurant during the Competition Period.

7. 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.
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.
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. 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.
11. 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.
12. 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.

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.
14. 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.
15. 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).
16. 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.
17. The Promoter also reserves the right to disqualify the winner(s) and/or their companion(s) (if any), prohibit participation in the Prize(s) or any component of the Prize(s) by the winner(s) and/or their companion(s) (if any), or otherwise cease to provide any Prize benefit to the winner(s) and/or their companion(s) (if any) if the winner(s) and/or their companion(s) (if any) act in a way, or causes material to be published, which the Promoter in its sole discretion deems to be inappropriate,

aggressive, defamatory, offensive, or contrary to law, to diminish the good name or reputation of any Prize supplier or the Promoter or McDonald's (if McDonald's is not the Promoter), any of its related bodies corporate or its or their products, or otherwise is not in keeping with the spirit of the Promotion. For the avoidance of doubt, a winner can be disqualified after the winner is notified that they have won if the winner is found to have not acted in accordance with these Conditions of Entry. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

18. 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.
19. Eligible Entrants can only enter in their own name. Eligible Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Eligible Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the 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.
20. 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).
21. 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).
22. 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.

23. 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.
24. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
25. 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.
26. 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.
27. 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).
28. 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.
29. 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](https://mcdonalds.com.au) / [mcdonalds.co.nz](https://mcdonalds.co.nz)), in its restaurants and, if possible, on product packaging.
30. 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.