## CONSUMER GAME OF CHANCE COMPETITION (SIMPLE)

## SCHEDULE TO CONDITIONS OF ENTRY

Competition	McDonald's Weekend Side Kick Promotion	
Promoter	McDonald's Australia Limited (ABN 43 008 496 928) of 21 – 29 Central Avenue, Thornleigh, New South Wales 2120; telephone: (02) 9875 6666	
Competition Period	The Competition commences at 12:01am AEST on Wednesday 29 <sup>th</sup> June 2022 and closes at 11:59pm AEST on Thursday 21 <sup>st</sup> July 2022.	
Purchase Period	Eligible Products may be purchased between 12:01am AEST on Wednesday 29 <sup>th</sup> June 2022 and 11:59 AEST on Tuesday 19 <sup>th</sup> July 2022 (inclusive).	
Eligible Entrants	Entry is only open to residents of Victoria, Australia aged 18 years or older.	
Participating Restaurant(s)	The Competition will be conducted in all participating restaurants of the Promoter in Victoria, Australia.	
Eligible Products	Any one of the below McCafé beverage products, in any available size (small, medium, or large) available in the MyMacca's app are eligible. • Espresso • Macchiato • Piccolo Latte • Cappuccino • Chai Latte • Flat White • Hot Chocolate • Latte • Long Black • Mocha • Earl Grey Tea • English Breakfast Tea • Green Tea • Peppermint Tea • Iced Chocolate • Iced Latte • Iced Mocha • Iced Latte • Iced Mocha • Iced Long Black • Salted Caramel Frappe • Chocolate Frappe • Mocha Frappe • Deluxe Iced Coffee	
Entry Mechanic	To enter the Competition, Eligible Entrants must, during the Competition Period:	
	<ol> <li>Purchase an eligible McCafé product ("Eligible Transaction") via the MyMacca's app from a Participating Restaurant during</li> </ol>	

	<ul> <li>the Purchase Period. Electronic receipts must be retained as proof of purchase;</li> <li>2) Receive the official entry form via MyMacca's email marketing upon completion of your purchase (you must be opted in to receive promotional emails and it may take up to 48 hours to arrive);</li> <li>3) fully and correctly complete the entry form (including selecting the Draw) in the manner required; and</li> <li>4) Submit the completed entry form.</li> </ul>		
Entry Limit	Limit of one (1) entry per Eligible Entrant per day during the Competition Period.		
Excluded Transaction(s)	Products purchased and transactions made not in accordance with the Entry Mechanic (including but not limited to McDelivery® and McCafé beverages redeemed as part of the McDonald's Rewards program) <b>are</b> <b>not</b> an Eligible Transaction for the purposes of the Promotion. Products purchased or transactions made via McDelivery are <b>not</b> eligible.		
Draws	All entries received by the Promoter during the Competition Period will be entered into one (1) of the three (3) Draws as selected by the Eligible Entrant in their entry form. The three (3) Draws to determine the winners will take place at Unit 6, 3 Central Ave, Thornleigh NSW 2120 at the time and dates set out below:		
	Draw	Time	
	Draw Draw 1 – AFL	Time           2.00pm AEST, 27/07/2022	
	Draw 1 – AFL	2.00pm AEST, 27/07/2022	
Unclaimed Prize Draw	Draw 1 – AFL Draw 2 – Football Draw 3 – Netball In the event of any unclaimed P unclaimed prize draw at 3pm AEST	2.00pm AEST, 27/07/2022 2.30pm AEST, 27/07/2022	
Unclaimed Prize Draw Winner Notification	Draw 1 – AFL Draw 2 – Football Draw 3 – Netball In the event of any unclaimed P unclaimed prize draw at 3pm AEST Unit 6, 3 Central Ave, Thornleigh NS if unclaimed by that date. Winners will be notified by email ar	2.00pm AEST, 27/07/2022 2.30pm AEST, 27/07/2022 3.00pm AEST, 27/07/2022 rize(s), the Promoter will hold an on Thursday 25th August, 2022 at	
	Draw 1 – AFL Draw 2 – Football Draw 3 – Netball In the event of any unclaimed P unclaimed prize draw at 3pm AEST Unit 6, 3 Central Ave, Thornleigh NS if unclaimed by that date. Winners will be notified by email ar 29 <sup>th</sup> July, 2022. Entrants are respon their nominated email. The first initial, surname and postco	2.00pm AEST, 27/07/2022 2.30pm AEST, 27/07/2022 3.00pm AEST, 27/07/2022 rize(s), the Promoter will hold an on Thursday 25th August, 2022 at SW 2120 in order to award the Prize ad telephone by 3pm (AEST) Friday nsible for having ongoing access to ode of the winners will be published ttps://mcdonalds.com.au/terms-and-	
Winner Notification	Draw 1 – AFL         Draw 2 – Football         Draw 3 – Netball         In the event of any unclaimed P         unclaimed prize draw at 3pm AEST         Unit 6, 3 Central Ave, Thornleigh NS         if unclaimed by that date.         Winners will be notified by email ar         29 <sup>th</sup> July, 2022. Entrants are response         their nominated email.         The first initial, surname and postco         on the Promoter's website h         conditions on the following date 1 <sup>st</sup> A         In the event of an Unclaimed Prize	2.00pm AEST, 27/07/2022 2.30pm AEST, 27/07/2022 3.00pm AEST, 27/07/2022 rize(s), the Promoter will hold an on Thursday 25th August, 2022 at SW 2120 in order to award the Prize ad telephone by 3pm (AEST) Friday nsible for having ongoing access to ode of the winners will be published ttps://mcdonalds.com.au/terms-and- August, 2022 Draw, the first initial, surname and ublished on the Promoters website	

	Draw 1 – AFL – The first eligible entry randomly drawn in the AFL Draw from all entries received during the Competition Period will win a side kick experience with Christian Petracca, lasting three hours, he will help the family get ready for and attend the weekend sporting run, valued at AUD\$5,000 (including GST).
	Draw 2 – Football – The first eligible entry randomly drawn in the Football Draw from all entries received during the Competition Period will win a side kick experience with Scott Jamieson, lasting three hours, he will help the family get ready for and attend the weekend sporting run, valued at AUD\$5,000 (including GST).
	Draw 3 – Netball – The first eligible entry randomly drawn in the Netball Draw from all entries received during the Competition Period will win a side kick experience with Kate Maloney, lasting three hours, she will help the family get ready for and attend the weekend sporting run valued at AUD\$5,000 (including GST).
	Travel and accommodation is not included and the winners must be located in Victoria.
	If Covid-19 restrictions prevent the winner from attending on the agreed date an alternative date will be organised between the ambassador/s and prize winner/s.
Prize Distribution	The Prizes will be provided to each winner within fourteen (14) days of the relevant Draw date via an email detailing the particulars for prize redemption. The date of the prize fulfillment is to be determined by the promoter in conjunction with the winner and the talent.
Total Maximum Prize Value	Total maximum value of all Prize(s) awarded in the Competition is up to AUD\$15,000. (including GST)
Permit Numbers	N/A

## CONSUMER GAME OF CHANCE 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.
- 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 provide Personal Information about themselves (if required). 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 and, if purchase is required, must be based on a separate Eligible Product purchase transaction. All entries must independently comply with these Conditions of Entry. Entries must be original and photocopies or images of entries will not be accepted. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant will deem their entry invalid.
- 6. If purchase is required, each Eligible Entrant must retain and may be required to present proof of purchase of each Eligible Product in order to claim a Prize. An Eligible Entrant may be required to provide to the Promoter proof of purchase for all entries made, upon request by the Promoter. If an Eligible Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then all the entries of that Eligible Entrant will be ineligible and deemed invalid. For each Eligible Product purchased during the Competition Period, proof of purchase, if required, may include showing the original and providing a copy of the purchase receipt, which must clearly specify where the Eligible Product was purchased and that the Eligible Product was purchased during the Competition 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. The first eligible entry or entries (as applicable) randomly drawn in the Draw(s) will win the Prize(s). All Prize(s) are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including the Schedule). It is a condition of accepting a Prize that the winner (and their parent or legal guardian, if the winner is aged under 18 years) may be required to sign legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its sole discretion.
- 9. The Promoter may draw additional reserve entries in the Draw(s) and record them (in order) in case an invalid entry or ineligible entrant is drawn or if any Eligible Entrant drawn is unable to accept or declines to participate in a Prize, in which event the Promoter will award the Prize to the first reserve entry drawn and will continue this process until the Prize is awarded. If after this process any Prize(s) are still not awarded, or if any Eligible Entrant(s) drawn cannot be notified, the Promoter will hold the Unclaimed Prize Draw.
- 10. The Promoter will conduct the Unclaimed Prize Draw to distribute any Prize(s) unclaimed by that date.
- 11. The winner(s) will be notified in writing and published in the Publication (if applicable). Eligible Entrants agree that the Promoter may, in the event they are a winner, publish their name and locality in any media, as required under the relevant Australian State or Territory lottery legislation. The Promoter will take all reasonable steps to notify winner(s). The Promoter's decision is final and no correspondence will be entered into.
- 12. 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. Vouchers, gift cards, debit cards, passes and tickets cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a Prize is obtained through any of these methods, it will not be honoured by the Promoter or Prize supplier.
- 13. 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 to conduct 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 or New Zealand legislation.

- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

- 18. 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 because of war, terrorism, pandemic, epidemic, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition and/or if necessary to provide comparable prize(s) (or prize element) of equal or greater value to the original Prize(s), subject to any written directions made under applicable Australian State or Territory legislation.
- 19. 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).
- 20. 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.
- 21. 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.
- 22. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
- 23. 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.
- 24. 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).

- 25. 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) (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. These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
- 26. 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), in its restaurants and, if possible, on product packaging.
- 27. All queries, issues and concerns in connection with this Competition 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.
- 28. In these Conditions of Entry: "Consumer Laws" means Schedule 2 of the Competition and Consumer Act 2010 (Cth) in Australia. "McDonald's" means McDonald's Australia Limited (ABN 43 008 496 928) of 21 29 Central Avenue, Thornleigh, New South Wales 2120). "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.