

CONSUMER GAME OF CHANCE COMPETITION

SCHEDULE TO CONDITIONS OF ENTRY

Competition	McDonald's FIFA World Cup Ticket Giveaway 2026
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 12:01PM (AEDT) on 10 March 2026 and closes at 12:00PM (AEDT) on 22 March 2026.
Eligible Entrants	<p>Entry is only open to residents of Australia aged 21 years or older who visit a participating restaurant during the Competition Period, possess a compatible smartphone hosting the MyMacca's App ("App"), and have an active email address, in order to be contacted should they win the prize.</p> <p>Entrants must also;</p> <ol style="list-style-type: none">1. hold a valid and current passport (minimum of 6 month expiry at time of travel);2. be capable of obtaining an approved visa to gain access into the United States of America; and3. if applicable, be solely responsible for complying with any visa conditions they are subject to, including ensuring they are permitted to travel outside Australia and return during the prize period. <p>Your use of the App is subject to (and, consequently, participation in this Competition) is subject to the terms and conditions which apply to the App available at mcdonalds.com.au/mymaccas-terms-and-conditions</p>
Participating Restaurants	All McDonald's Restaurants Australia-wide
Eligible Products	Available on all McDonald's products purchased via the MyMacca's App
Entry Mechanic	<p>To automatically enter the Competition, Eligible Entrants must, during the Competition Period:</p> <ol style="list-style-type: none">1. Download, install and launch the App on their compatible mobile device in the manner required. The App is available free of charge and can be downloaded via the Apple App Store for Apple iPhone devices or via Google Play for Android devices; and2. Spend \$20 or more on Eligible Products in one transaction on the App from a Participating Restaurant. <p>Electronic receipts must be retained as proof of purchase. If you don't produce your electronic receipt as proof of purchase for all entries when asked, the Promoter may disqualify all of your entries and you will lose any right to the prize.</p>

	<p>* By making an Eligible Product purchase, Eligible Entrants agree to be contacted in connection with this promotion, including if they are a winner.</p> <p>The Promoter is not responsible if your mobile device is not sufficiently capable of using the App or purchasing Eligible Product(s).</p>
Excluded Transactions	<p>Products purchased and transactions made other than in accordance with the Entry Mechanic (including but not limited to orders made by third party delivery platforms such as DoorDash, UberEats etc) are not Eligible Products for the purposes of the Competition.</p>
Entry Limit	<p>Multiple entries permitted, but each entry must be a different purchase, must be submitted separately and must independently comply with these Conditions of Entry.</p>
Draw	<p>There will be one (1) winner determined in respect of this Competition.</p> <p>There will be one (1) draw conducted. All Eligible Entries received by the Promoter during the Competition Period will be entered into the Draw. The Draw to determine the one (1) winner will take place at 11:00am (AEDT) on Wednesday 25 March 2026 at Unit 6, 3 Central Ave Thornleigh New South Wales 2120.</p> <p>The first valid entry drawn randomly from the Eligible Entries received during the Competition Period will win the prize.</p>
Winner Notification	<p>The one (1) winner will be notified via email on the 26 March 2026.</p> <p>Entrants are responsible for having ongoing access to their nominated email. If you win the prize, you must follow the prompts in the email notification you receive to confirm your personal information, and complete any relevant winner verification documentation provided by the Promoter, within four (4) days of the winner notification email.</p>
Unclaimed Prize Draw	<p>Prize claim date: By 11:59pm (AEST) on 30 March 2026.</p> <p>If the prize is unclaimed or the winner has not provided the information required above by the Prize claim date above, or if, after making all reasonable attempts, the Promoter can't contact the winner by the prize claim date above, the relevant entry will be discarded and the Promoter will either re-award the prize to a Reserve Entrant and/or the Promoter will hold an unclaimed prize draw at 2:30 pm Sydney time, held on Tuesday, 31 March 2026 at Unit 6, 3 Central Ave Thornleigh New South Wales 2120 to randomly distribute the prize to another valid entrant.</p> <p>Any such winner will be informed by email by 1 April 2026 and must follow the prompt in the email notification they receive to confirm their personal information and complete any relevant winner verification document provided by the Promoter within four days of the winner notification email. The winner will also have their first name initial, last name and postcode published on the Promotional Site on 7 April 2026 for a period of 28 days.</p> <p>If the prize remains un-won at the end of this competition, or if the prize winner cannot be found, that information will be published on the Promotional Site on 6 May 2026.</p>
Promotional Site	<p>https://mcdonalds.com.au</p>

Publication	The first initial, surname and post code of the winner will be published on the Promotional Site on 26 March 2026 for a period of 28 days.
Prize	<p>The Prize is a FIFA World Cup 2026 package for two people (the winner and one guest (aged 21+)) to the United States of America (exact dates and location to be confirmed by the Promoter) valued at up to AUD\$50,000 (depending on the winner's point of departure) which includes*:</p> <p>Accommodation (17th July – 20th July 2026)</p> <ul style="list-style-type: none"> • Three (3) nights in minimum 4-star accommodation close to Times Square New York (as determined by the Promoter); • A double occupancy room for the winner and their guest (sharing) • McDonald's concierge team in the accommodation <p>Flights</p> <ul style="list-style-type: none"> • Return Economy Class tickets for the winner and their guest from the winner's closest major Australian city airport (including airfare taxes). Transport to and from the airport will be at the winner's own expense. <p>FIFA World Cup 2026 Ticket</p> <ul style="list-style-type: none"> • Two (2) premium Final Match tickets (exact date and location to be determined by the Promoter) <p>Leisure & Special Events</p> <ul style="list-style-type: none"> • McDonald's celebration event; • Local dining experience; and • New York cultural activity. <p>Food & Beverage</p> <ul style="list-style-type: none"> • All meals (breakfast, lunch and dinner) are provided by the Promoter, any additional food and beverages beyond what is provided is at the winner's own expense. <p>Ground Transportation</p> <ul style="list-style-type: none"> • Arrivals & departure transfers to and from airport and the accommodation; and • Program transportation to and from the accommodation and the FIFA World Cup Final Match and Leisure & Special Events above. <p>*Full trip itinerary information will be provided to the winner closer to the event.</p> <p><i>Prize excludes any costs associated with visa applications</i></p> <p>The winner acknowledges (and must ensure their guest acknowledges) that:</p> <ul style="list-style-type: none"> • As part of the prize, they are expected to be brand ambassadors for the Promoter and will be requested to share updates (photos or videos) during their journey in participating in the prize package for use on McDonald's social media channels. They will

	<p>also be requested to share content created during the prize package with the Promoter at the end of the travel for the Promoter to use in any recap communications;</p> <ul style="list-style-type: none"> • They must comply with all FIFA ticket terms and stadium rules, noting that tickets are for personal use only and any misuse, transfer or misconduct may result in ticket cancellation or prize forfeiture. Please see clause 22-24 for further details; • By accepting or participating in the prize, the guest must also accept these Terms and Conditions.
Prize Distribution	The Promoter will use reasonable endeavours to issue details of the Prize to the winner within fourteen (14) days of the Draw date via an email detailing the particulars for prize redemption, subject to the verified winner completing Prize collection and registration requirements as set out above and the Promoter completing all required probity and winner verification procedures as set out in these Terms and Conditions.
Total Maximum Prize Value	Total maximum value of the Prize awarded in the Competition is AUD\$50,000.
State/Territory	Australia Wide
Permit Numbers	NSW Authority No. TP/00246 ACT Permit No. TP26/00503 SA Licence No. T26/378

CONSUMER GAME OF CHANCE COMPETITION

CONDITIONS OF ENTRY

1. Information on how to enter and Prize(s) form part of the Schedule and these Conditions of Entry. These Conditions of Entry must be read in conjunction with the Schedule for the Competition. Entry into the Competition is deemed acceptance of the Schedule and these Conditions of Entry. Capitalised terms and expressions appearing in these Conditions of Entry are as defined in the Schedule or these Conditions of Entry. Unless the contrary intention appears, a reference to the singular includes the plural and vice versa. The Schedule will prevail to the extent of any inconsistency between the Schedule and these Conditions of Entry. If applicable, these Conditions of Entry apply to each Participating Restaurant except where context in these Conditions of Entry indicates otherwise.

Eligibility

2. The Competition is open to Eligible Entrants. The directors, management and employees (and their Immediate Families) of the Promoter, its related entities, corporations or franchisees (if applicable), printers, suppliers, providers and agencies whom are directly associated with the conduct of this Competition are ineligible to enter the Competition.

How to enter

3. 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.
4. Eligible Entrants may enter up to the Entry Limit (if any). 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.
5. **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. The selection of available 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.

6. **App entries:** Entries submitted via the App 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 App remain an Eligible Entrant's responsibility and may vary depending on the Internet service provider used. 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. **Mobile Internet:** Eligible Entrants must have the bill payer's consent to use 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 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 App, Apple App Store or Google Play) and promotional App 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:** The Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. Eligible Entrants understand that they are providing their information to the Promoter and not to any applicable social media platform. Eligible Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Eligible Entrant agrees to hold harmless all social media platforms and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Eligible Entrant in respect of the Eligible Entrant's participation in the Promotion. Any questions, comments or complaints about the Promotion must be directed to the Promoter and not to any social media platform.
 - i. This Competition is not in any way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook, Inc, Instagram or TikTok. By participating in this Competition, claimants agree to release any social media platform from any and all claims or liability that the claimant may have against the social media platform arising out of this Competition.
 - ii. 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.
7. 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.
8. The decision by the Promoter to accept or reject an entry is in the Promoter's reasonable discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its reasonable 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.

Winner Determination

9. The Prize is subject to the Prize supplier's prevailing terms and conditions of use (if any) and these Conditions of Entry (including the Schedule). It is a condition of accepting a Prize that the winner may be required to sign (and must ensure their guest signs) legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its reasonable discretion.
10. The Promoter may draw additional reserve entries in the Draw(s) and record them (in order) in case an invalid entry or ineligible entrant is drawn or if any Eligible Entrant drawn is unable to accept or declines to participate in a Prize, in which event the Promoter will award the Prize to the first reserve entry drawn and will continue this process until the Prize is awarded. If after this process any Prize(s) are still not awarded, or if any Eligible Entrant(s) drawn cannot be notified, the Promoter will hold the Unclaimed Prize Draw.
11. The Promoter will conduct the Unclaimed Prize Draw to distribute any Prize(s) unclaimed by that date, subject to any written directions given under applicable Australian State or Territory legislation.
12. The winner(s) will be notified in writing and published in the Publication (if applicable). Eligible Entrants agree that the Promoter may, in the event they are a winner, publish their name and locality in any media, as required under the relevant Australian State or Territory or New Zealand lottery legislation. The Promoter will take all reasonable steps to notify winner(s). The Promoter's decision is final and no correspondence will be entered into.

Prize(s)

13. The Prize are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including the Schedule).
14. All additional costs not expressly stated, but which may be incurred in acceptance and use of the Prize, are the responsibility of the winner and their guest. 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 as part of standard retail sale (if applicable) but excluding airfare related taxes and charges included in the Prize (if applicable), insurance, travel insurance, passports and visas (if applicable).
15. 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.
16. 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.

17. 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 are consistent with their dietary requirements.
18. The Prize must be booked and travelled in full by the date(s) or during the period(s) nominated by the Promoter in its reasonable discretion. Redemption of the Prize 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 and their guest must travel together and depart from and return to the same departure point. The winner and their guest may not accrue frequent flyer points on flights included within the Prize. 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 and their guest. The Prize 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. The winner may be required to present a credit card at time of accommodation check-in. It is the sole responsibility of the winner to ensure they and their guest are capable of entry 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 being forfeited. The Promoter makes no representation as to the safety of any Prize destination(s) and it is the responsibility of the winner and their guest 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.
19. The winner and their guest acknowledge that the Prize may involve a dangerous activity, which may result in injury or death, and participate at their own risk. The winner and their guest: (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 their safe participation in any part of the Prize 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; (d) must not be under the influence of any drugs or alcohol or, if expressly permitted by the Promoter and applicable laws, may consume alcohol in moderation (if aged 21 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 and/or their guest to take part in any or all aspects of the Prize if they reasonably believe the winner and/or their guest pose a safety risk or for any other reason; (b) may cancel the relevant component of the Prize if the conditions are deemed dangerous. No compensation will be payable if the winner and/or their guest are unable to use any element of the Prize as stated for whatever reason, including refusal of participation in certain activities for health, age, behaviour or safety reasons.
20. The Prize must be taken on the date(s) nominated by the Promoter to coincide with the event(s), otherwise the Prize is forfeited. No extension or variation of the date(s) nominated by the Promoter permitted. All components of the Prize 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 does 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, the winner and their guest must make their own way (at their own cost and responsibility) to the event(s), unless otherwise stated in these Conditions of Entry (including the Schedule).

21. **General:** Where applicable, the winner and their guest must conduct themselves in a responsible, courteous and friendly manner at all times whilst participating in the Prize. Acceptance of the Prize and participation in the Prize 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 and their guest 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, 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 and/or their guest 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 and/or their guest, in the reasonable opinion of the Promoter, fail to participate in the Prize in the manner required, as stated in these Conditions of Entry (including the Schedule) their entry and the balance of the Prize will be forfeited with no compensation payable.
22. Further, Winners and their guest ("**Attendees**") agree to comply with the FIFA Ticket Terms of Use ("Terms of Use") applicable to their Prize ticket(s) for the FIFA World Cup 2026™. The Terms of Use, along with any other ticket terms and conditions, are available (or will be made available) on [FIFA.com/tickets](https://www.fifa.com/tickets). Tickets are intended solely for use by the Attendees and may not be provided to any other person, including through resale, exchange, or barter. Any such resale, exchange, barter, or other commercial or promotional use may result in disqualification, prize forfeiture, and invalidation of the licence granted for the tickets.
23. All FIFA World Cup 2026™ venue restrictions and rules governing stadium safety, security and conduct also apply, including those set out in the FIFA World Cup 2026™ Stadium Code of Conduct ("Stadium Code of Conduct"), available on [FIFA.com/tickets](https://www.fifa.com/tickets). Attendees are expected to respect other guests and event staff and must refrain from using foul or offensive language, obscene gestures, or engaging in unruly, disruptive, threatening or violent behaviour.
24. The Stadium Code of Conduct, the Terms of Use and all other applicable terms and conditions available on [fifa.com/tickets](https://www.fifa.com/tickets) are deemed to be incorporated into these Terms and Conditions. FIFA and/or its affiliates reserve the right to cancel any ticket(s) if FIFA determines an Attendee has failed to comply with the Terms of Use, the Stadium Code of Conduct, or any other applicable terms and conditions.
25. The FIFA World Cup 2026™ logo is a trademark owned by the Fédération Internationale de Football Association and used under license. FIFA is not a sponsor or administrator of this promotion in any way. FIFA shall have no liability or responsibility for any claim arising in connection with participation in this promotion or any prize awarded.
26. The value of the Prize is the Total Maximum Prize Value. The Prize is not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize must be taken as offered and cannot be varied or redeemed in conjunction with any other offer. You agree that if the Prize (or element of the Prize) is unavailable for any reason, the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities. 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. If, for GST purposes, this Competition results in any supply being made for non-

monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

27. 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. 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 reasonable discretion.
28. It is a condition of accepting and participating in the Prize that the winner and their guest 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.
29. 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), to the extent permitted by law, the Promoter reserves the right, in its reasonable 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, subject to any written directions made under applicable Australian State or Territory or New Zealand legislation.
30. To the extent permitted by law, 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).
31. 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 (to the extent permitted by law) without further notification, remuneration or compensation, for the purpose of promoting, publicising or marketing the Competition (including any outcome), highlighting the Prize, and/or promoting any similar competitions or prizes. The Eligible Entrant agrees that, in the event they are a winner, they will participate in all reasonable promotional activities in relation to the Competition and Prize as requested by the Promoter and its agents.
32. As a condition of participating in a Prize, the winner must procure that their guest 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 above, and agrees to participate in all reasonable promotional activities in relation to the Competition and Prize 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.

33. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
34. A Participating Restaurant may cease to be a Participating Restaurant if circumstances arise due to a pandemic or health crisis, that cause the Participating Restaurant to close or otherwise modify operations. Where a Participating Restaurant ceases to be a Participating Restaurant, the draw for that Participating Restaurant will take place in accordance with these Terms and Conditions and will be drawn from the pool of Eligible Entrants that have entered the Promotion within the Promotional Period.
35. 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.
36. If any dispute arises between an Eligible Entrant and the Promoter concerning the conduct of this competition or claiming the Prize, the Promoter will take reasonable steps to consider the Eligible Entrant's point of view, taking into account any facts or evidence they put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this Competition is final.

Content Obligations

37. The winner must create (and ensure their guest supports the creation of) all content reasonably required by the Promoter in connection with their acting as a brand ambassador for the Promoter when taking the Prize as set out in the Schedule, including photos, videos or other content for display on the winner's their guest's or the Promoter's social media account(s) (**Content**).
38. By taking the Prize and creating the Content, the winner:
 - a. must ensure (and must procure that their guest ensures) that the Content is not obscene, offensive, malicious, defamatory, discriminatory, indecent, or otherwise objectionable, inappropriate or likely to bring the Promoter and its affiliates into disrepute (for example the Content must not include nudity or language the Promoter deems offensive);
 - b. grants (and must ensure their guest grants, where relevant) to the Promoter a non-exclusive, perpetual, worldwide, irrevocable, royalty-free, sub-licensable licence to use, copy, and publish that Content (including the intellectual property rights in the Content) for promotional purposes in connection with the Competition, Prize and Promoter's business;
 - c. consents to (and agree to procure any such consent from their guest) any act or omission by the Promoter or its affiliates or any of their respective representatives, partners, licensees, sublicensees or successors in title, which would otherwise infringe any Moral Rights (as defined in the *Copyright Act 1968* (Cth)) the winner or their guest hold in respect of any Content; and
 - d. warrants (and agree to procure such warranties from their guest) that the Content does not breach any third party rights (including intellectual property rights), and its use by the Promoter or any other person as permitted by these Conditions of Entry will not breach such rights nor otherwise breach any applicable law (for example, it is not defamatory, in contempt of court or in breach of any privacy law); and
 - e. must execute (and ensure their guest executes) and documents, waivers or notices required by the Promoter to give effect to this condition.

Privacy

39. The Promoter may collect Personal Information about Eligible Entrants to conduct and include them in the Competition, award the Prize (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.
40. Eligible Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting privacy@au.mcd.com or at PO BOX 392, Pennant Hills NSW 2120 (in Australia). All Personal Information will be treated, stored and disclosed 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.
41. 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.
42. 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.
43. **Privacy Collection Statement**
McDonald's Australia Limited (ABN 43 008 496 928) (**McDonald's**) collects personal information in this form so that you can participate in the promotion and we can contact you, administer the promotion, manage our relationship with you, provide you with products, services and information, develop and improve our services, obtain feedback, and for purposes otherwise required or permitted by law. By entering, you agree that McDonald's may collect and use your personal information to enter the promotion & award prizes. Your information may be shared with our related bodies corporate, franchisees, suppliers, promotional partners, trusted third parties (included but not limited to authorised dealers for select prizes, data servers, and email providers) and parties otherwise required or permitted by law, in Australia or overseas countries which may include the USA, Japan, Malaysia, & Singapore. Failure to provide personal information may mean you are unable to enter the promotion, access certain content, products or services. Our Privacy Policy contains information about: (i) how you can access and correct your personal information; (ii) how you can lodge a complaint; & (iii) how a complaint will be handled. You may contact us via email: privacy@au.mcd.com or post (Attn: Privacy Officer), PO Box 392, Pennant Hills NSW 2120.