

McDonald's Arch Card Terms and Conditions

Last updated: August 2014

The following McDonald's Arch Card Terms and Conditions ("Agreement") describes the terms and conditions that apply to use of McDonald's Arch Cards. This Agreement is between you, the cardholder, and P2W, Inc., NFP ("P2W"). By purchasing, accepting or using your McDonald's Arch Card, you agree to be bound by this Agreement. If you do not agree with this Agreement, do not purchase, use or accept the McDonald's Arch Card. **IMPORTANT: This Agreement includes resolution of disputes by arbitration instead of court and contains a class action waiver.**

- 1. About Your McDonald's Arch Card.** McDonald's Arch Cards are issued by P2W. P2W is a trade association authorized to issue McDonald's Arch Cards for sale by and redemption at participating McDonald's restaurants located in the United States. P2W is also responsible for the operation and maintenance of the McDonald's Arch Card program in the United States. P2W is the sole legal obligor to the cardholder. "P2W" means P2W, Inc. NFP and its officers and directors. McDonald's bears no responsibility or liability for any McDonald's Arch Cards, and you hereby knowingly release McDonald's from any and all liability or claims of any nature whatsoever arising in connection with the Arch Card. "McDonald's" means, collectively, McDonald's Corporation, its subsidiaries, affiliates, franchisees and the officers, directors and employees of each. McDonald's Arch Cards can be purchased at participating McDonald's restaurants and select third party retail locations only. P2W is not owned or controlled by McDonald's.
- 2. Balance Inquiry/Reload.** For balance inquiries, please visit www.mcdonalds.com or call 1-877-458-2200. The balance you receive when inquiring through the website or over the telephone is an estimate only. In most cases, the balance is adjusted immediately when you make a purchase, but there may be occasions when the balance adjustment is delayed.

You can reload at any time at participating stores or reload on-line by using your credit card.

The information you provide pursuant to the Arch Card On-Line Reload process is being collected by P2W and is subject to the McDonald's® Arch Card® On-Line Reload Terms and Conditions and Arch Card® Privacy Policy found on the Reload Your Card page.

- 3. Expiration/Deactivation.** McDonald's Arch Cards do not expire. No inactivity, service or any other fees will be charged. However, P2W reserves the right to refuse to honor (and to cause participating McDonald's restaurants to refuse to honor) any Arch Card in the event of a disputed credit card charge, dishonored check or other failure of consideration.
- 4. Redemption.** Your McDonald's Arch Card is redeemable only for purchases of food and beverages at participating McDonald's restaurants in the United States. It has no cash value and may not be redeemed for cash (except as required by law).

5. **No Refunds.** No refunds are permitted or will be given with respect to McDonald's Arch Cards.
6. **Lost, Damaged Or Stolen McDonald's Arch Card.** Lost, damaged or stolen cards will not be replaced unless you present the original purchase receipt or, if reloaded, the most recent reload receipt.
7. **MANDATORY BINDING INDIVIDUAL ARBITRATION.** Please read this section carefully. It affects legal rights that you may otherwise have and requires individual final and binding arbitration of most disputes instead of resolution in court.

Arbitration is the submission of a dispute to a neutral arbitrator, instead of a judge or jury, for a final and binding decision, known as an "award." Arbitration provides for more limited discovery than in court, is subject to limited review by courts, and the result is confidential. Each party has an opportunity to present evidence to the arbitrator in writing or through witnesses. An arbitrator can only award the same damages and relief that a court can award under the law and must honor the terms and conditions in this Agreement.

Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both.

A. ARBITRATION AGREEMENT, CLASS ACTION WAIVER, PUNITIVE DAMAGES WAIVER

You and P2W agree that any dispute, whether at law or in equity, arising out of or relating to this Agreement or your use of the McDonald's Arch Card, regardless of the date of accrual of such dispute, shall be resolved in its entirety by individual (not class wide or collective) binding arbitration, except that you or P2W may take claims to small claims court if the claims fall within the scope of the applicable small claims court's jurisdiction.

You and P2W agree that any arbitration under this Agreement will take place on an individual basis and that class, mass, consolidated or combined actions or arbitrations or proceeding as a private attorney general are not permitted.

You and P2W agree to waive the right to trial by jury.

This agreement to arbitrate extends to claims that you may assert against other parties, including without limit, claims against McDonald's.

This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this agreement to arbitrate.

This agreement to arbitrate shall survive termination of this Agreement. Notwithstanding anything to the contrary, if any part of this agreement to arbitrate is deemed invalid or inapplicable, the remainder of this agreement to arbitrate shall still be considered valid and enforceable. If any part of this agreement to arbitrate is deemed invalid or inapplicable, you and P2W both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class, mass, consolidated, or combined basis.

B. ARBITRATION PROCEDURES

Arbitration shall be conducted by the American Arbitration Association (“AAA”) in accordance with its Consumer Arbitration Rules (collectively, the “AAA Rules”). The AAA Rules and instructions for how to initiate an arbitration are available from the AAA at <http://www.adr.org> or 1-800-778-7879. To begin an arbitration proceeding, you must serve P2W’s registered agent for service of process at CSC 801 Adlai Stevenson Drive, Springfield, Illinois 62703.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, except that for claims of less than \$1,000, P2W will pay all administrative costs and fees. Reasonable attorneys’ fees and expenses will be awarded only to the extent such allocation or award is available under applicable law.

Any arbitration will take place in or near the county where you reside and will be determined by a single arbitrator; provided, however, that the arbitration may be conducted telephonically if agreed upon by the parties. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief).

Judgment on the award may be entered in any court of competent jurisdiction.

- 8. Limitation Of Liability.** P2W AND ITS AFFILIATES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO McDONALD’S ARCH CARDS INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT THAT A McDONALD’S ARCH CARD IS NON-FUNCTIONAL, YOUR SOLE REMEDY, AND OUR SOLE LIABILITY, SHALL BE THE REPLACEMENT OF SUCH ARCH CARD. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU. UNLESS PROHIBITED BY LAW, YOU AND P2W AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES AND THAT NEITHER OF YOU NOR P2W WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER.
- 9. Choice Of Law.** The laws of the State of Illinois, United States of America, without regard to principles of conflict of laws, apply to this Agreement and use of your McDonald’s Arch Card. If

any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

10. Changes To Agreement. P2W reserves the right to change this Agreement from time to time in its discretion, which changes we may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement at www.mcdonalds.com ("Updated Terms"). Your use of the McDonald's Arch Cards after we have posted the Updated Terms constitutes your agreement to the Updated Terms. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms and will apply to your use of the McDonald's Arch Cards from that point forward.

11. Fraud. P2W reserves the right to refuse to honor (and to cause participating McDonald's restaurants to refuse to honor) a McDonald's Arch Card where P2W suspects that the Card was obtained fraudulently.