



**McDONALD'S MALAYSIA
SPICY KOREAN BURGER
McD "K-STYLE PHOTOCARD CONTEST"**

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organizer:</u>	GERBANG ALAF RESTAURANTS SDN. BHD 198001011565 (65351-M) ("McDonald's Malaysia")
2. <u>Contest:</u>	McD "K-STYLE PHOTOCARD CONTEST"
3. <u>Contest Period:</u>	<p>The Activation starts at 10:00 on 8TH JULY 2024 and ends at 23:59:59 on 21ST JULY 2024.</p> <p>The Organizer reserves the right to end the Contest earlier or extend the Contest Period at its own discretion.</p>
4. <u>Eligibility:</u>	<ol style="list-style-type: none">1. This Contest is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Contest Period, and with a valid identification document and residential address in Malaysia.2. The Organizer shall reserve the right to request evidence of identification documents.3. Employees of McDonald's Malaysia, their immediate families, affiliates, subsidiaries, related agencies, and suppliers and/or persons living in the same household are ineligible to join the Contest.
5. <u>Entries Method:</u>	<p>Participants of McD "K-STYLE PHOTOCARD CONTEST" are required to complete the following steps:</p> <ol style="list-style-type: none">1. To participate in the contest, participants must have a registered account on Instagram and must set their profile privacy as "Public".2. Incomplete entries that do not adhere to the rules and deadline will automatically be disqualified.
6. <u>Entries Deadline:</u>	<ol style="list-style-type: none">1. All Entries must be received by the Organizer on or before 23:59:59 on 21ST July 2024.2. All Entries received outside the Contest Period will be automatically disqualified.3. Incomplete entries that do not adhere to the rules and deadline will automatically be disqualified.

7. <u>Contest Mechanic:</u>	<ol style="list-style-type: none"> Participants must purchase ONE (1) Spicy Korean Burger (Chicken OR Beef) and keep the receipt for verification purpose. Participants must create a photocard at McD "K-STYLE PHOTOCARD CONTEST" microsite: https://www.mcdonalds.com.my/k-stylephotocard Participants must post the photocard on Instagram Story with the hashtag #SpicyKoreanBurger, and tag @mcdonaldsmalaysia. Participants' Instagram profile must be set as public. The most creative entries will be selected as Grand Prize, Second Prize and Consolation Prize winners at the discretion of the Organizer. Winners (as identified by Instagram username) will be announced via the Organizer's Official Instagram Account Story Posting (@mcdonaldsmalaysia).
8. <u>Selection Criteria:</u>	<ol style="list-style-type: none"> The Organizer's decision on the validity of an Entry shall be final and conclusive. The Organizer will consider all factors deemed relevant which may include but not limited to the following criteria: - <ol style="list-style-type: none"> The Entry needs to be creative, original and not a material duplication, copy or reproduction of other entries. The Entry is not offensive, illegal, or insensitive to any segment to the society, etc. The Organizer will inspect and filter each Entry submitted by participants to ensure compliance with the requirements above. The Organizer reserves the right, at its sole discretion, to remove, reject or disqualify the Entry if it finds it violating any of the terms or any applicable laws or regulation. McDonald's Malaysia shall have the absolute discretion to select winners with the most creative submissions. Eligible winners will be awarded with the prizes. The Organizer's decision on the winners list is final. No further correspondence or appeal will be entertained.
9. <u>Prize(s):</u>	<ol style="list-style-type: none"> 1x Grand Prize, inclusive of: <ul style="list-style-type: none"> Travel voucher to Korea for Seven days, six nights (7D6N) for 2 pax worth RM8,400. Travel period: October 2024 - March 2025 Including roundtrip flights by Low Cost and 6-night accommodation. Costs for checked-in luggage, airport taxes, travel insurance, K-ETA are not included. Booking must be made at least one (1) month before the departure date. The voucher is not convertible to cash and cannot be combined

with any other travel voucher or coupon.

- The voucher is non-transferable and non-refundable, only valid for the recipient of this voucher.
- Any amount incurred that exceeds the voucher value shall be borne by the winner.
- Should the amount incurred be less than the value of the voucher, any balance will not be refundable.

2. 1x Second Prize, inclusive of:

- Travel voucher to Korea for Six days, five nights (6D5N) + for 2 pax worth RM7,800.
- Travel period: October 2024 - March 2025
- Including roundtrip flights by Low Cost Carriers without checked-in luggage and 5-night accommodation.
- Costs for checked-in luggage, airport taxes, travel insurance, K-ETA are not included
- Booking must be made at least one month before the departure date.
- The voucher is not convertible to cash and cannot be combined with any other travel voucher or coupon.
- The voucher is non-transferable and non-refundable, only valid for the recipient of this voucher.
- Any amount incurred that exceeds the voucher value shall be borne by the winner.
- Should the amount incurred be less than the value of the voucher, any balance will not be refundable.

3. 100x Consolation Prizes, inclusive of:

- RM50 McDonald's Cash Vouchers for each winner.
- Consolation Prize winners will receive the prize within 14 working days upon receiving their personal information.

4. Bonus for all participants:

- Every submission is entitled to receive an exclusive McD App reward in the form of McD App Coupon – 20% off for Spicy Korean Burger (Chicken OR Beef) Ala Carte ("Bonus Prize").
- For the submission made before 6pm of the day, the participants will receive the Bonus Prize by 7pm on the same day subject to the Organizer having received the participants' personal information.
- For the submission made after 6pm of the day, the participants will receive the Bonus Prize by 6pm of the next working day.
- Redemption of the coupon is available until 24th July or while stocks last only. The Organizer shall be entitled to change to other products in case Spicy Korean Burger (Ala Carte) runs out of stock.
- The Bonus Prize is redeemable via Front Counter, Drive-Thru, and McDelivery only.

Items listed above are not transferable, not exchangeable, and not refundable. The Organizer reserves the right to substitute the prize with that of a similar value at any time without prior notice.

<p>10. <u>Winners Announcement:</u></p>	<ol style="list-style-type: none"> 1. The winner announcement will be made on 26th July 2024 on the Organizer's Official Instagram Account via Instagram Story posting. 2. The eligible winners (as identified by Instagram username) shall only be entitled to one (1) Prize per winner throughout the Contest Period. Prizes are not transferable or exchangeable for cash, in part or in full. The Organiser reserves the right to substitute the prize with that of a similar value at any time without prior notice. 3. Winners will be listed and tagged on the Organizer's Official Instagram Stories. Winners are required to send direct/personal message to the Organizer through the Organizer's Official Instagram Account to claim their prize. Should there be no response from the winner by 27th July 2024 (23:59:59), the Organiser reserves the right to disqualify the winner.
<p>11. <u>Additional Terms:</u></p>	<ol style="list-style-type: none"> a) The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the activation or prizes or due to any other unforeseen circumstances beyond the Organizer's control such as governmental interference, civil commotion, riot, war, strikes, act of terrorism (including but not limited to any act of violence, hostility, national emergency, occurrence of any epidemic/pandemic outbreaks) and for any act or default by any third-party suppliers or vendors. b) The Organizer shall not be liable for any loss or damage that occurs to the prizes during the delivery process. Any other additional costs (i.e., travel expenses, transportation cost, duties, and taxes) involved to redeem or collect the prize shall be borne by the winner at their own cost.

This Schedule to Conditions of Entry must be read together with the Conditions of Entry and Privacy Notice available at <https://www.mcdonalds.com.my/contest>, collectively "**Terms and Conditions**" and shall be binding on all participants who participate in this Activation (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

By participating in the Activation, you have read and agreed to the **Terms and Conditions** and the processing of your Personal Data in the Privacy Notice.

B. Conditions of Entry

1. Introduction

- 1.1 This Conditions of Entry are to be read together with the Schedule to Conditions of Entry. To the extent that there is any inconsistency between these conditions of entry and the Schedule to Conditions of Entry, the Schedule to Conditions of Entry prevails. The Conditions of Entry and the Schedule to Condition of Entry shall collectively be referred to as the "Terms and Conditions". Each capitalized term not otherwise defined herein shall have the meaning ascribed to such term in the Schedule to Conditions of Entry. Defined terms will be used singular or plural as the case may be.

- 1.2 The Organizer reserves the right in its sole discretion, without prior notice, and without any liability to any person, at any time to change the Terms and Conditions including to change the Activation Period, make Prize substitutions, cancel, terminate or suspend the Activation in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Activation will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer's decision on all matters relating to the Activation including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

2. Activation Entries

- 2.1 By submitting an entry to the Activation, Participants are deemed to have understood and agreed to be bound by the Terms and Conditions.
- 2.2 All costs and expenses incurred and/or arising from the participation in the Activation, including without limitation, telecommunications, network, Short Messaging Services, postal and all such other charges and out-of-pocket expenses as may be incurred by a Participant during or in connection with the Activation shall be borne by the Participant.
- 2.3 Proof of submission of an Entry is not proof of receipt, and the Organizer shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organizer is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.

3. Eligibility

- 3.1 Where the eligibility age prescribed in the Schedule to Conditions of Entry is below the age of eighteen (18), Participants are required to obtain the written consent (in such form as may be prescribed by the Organizer), from their parents/legal guardians before participating in the Activation and submitting any personal information.
- 3.2 The Organizer may require a Participant to provide proof of eligibility to participate in the Activation including without limitation, identification documents, and the written consent of parents/legal guardians in the case of Participants below the age of eighteen (18) years.

4. Ineligibility

The following groups of persons shall not be eligible to participate in the Activation:

- (a) Employees of the Organizer and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organizer's agencies associated with the Activation and

their immediate families (spouse, children, parents, siblings, and their spouses).

5. Disqualification

5.1 The following entries will be disqualified:

- (a) unclear, incomplete, duplicate, copies, illegible or incorrect entries; and/or
- (b) entries that violate the Terms and Conditions, any applicable laws and/or regulations.

5.2 In addition, the Organizer reserves the right to disqualify any Participant that:

- (a) undermines, has or attempted to undermine the operation of the Activation by fraud, cheating or deception; and/or
- (b) are not eligible or unable to provide proof of eligibility to participate in the Activation for verification by Organizer when requested.

5.3 In the event of a disqualification after a Prize has been awarded, the Organizer reserves the right to demand for the return of the Prize or payment of its value from the disqualified Participant.

6. Prizes

6.1 The Organizer, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Prizes in accordance with the Prize Claim/Delivery Date in any respect whatsoever. The Organizer reserves the right to determine how uncollected Prizes will be dealt with.

6.2 The Organizer reserves the right to substitute any one of the prize(s) with items of equivalent value at any time without prior notice. Prizes are strictly not transferable, assignable, exchangeable or redeemable by the Participant in any other form or manner other than that specified by the Organizer.

6.3 Any additional costs not specifically stated in the Schedule to Conditions of Entry in relation to a Prize shall be the responsibility of the Winner.

6.4 All Prizes must be taken according to the terms and conditions of the Organizer, its agent sponsor or third party providing the Prizes.

6.5 Prize(s) are given out on an "as it is" basis. The Prize shall be used/taken entirely at the risk of the Participants and the Organizer excludes all warranties and liabilities in connection with the Prize to the fullest extent permitted by law.

6.6 Where a Participant is under the age of 18 years of age and is declared a Prize winner, the Participant must be accompanied by their parent/legal guardian throughout the Prize fulfilment.

7. Publicity

The Organizer may use a Participant's entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the **Activation** (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Activation of any goods or services of the Organizer, for an unlimited time throughout the world without compensation, and in any media. The Participant shall do all things necessary to give effect to this if requested by the

Organizer.

8. Intellectual Property Rights

The Participant agrees that all intellectual property rights in any contents and/or materials submitted, made or created by the Participant in connection with the Activation and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organizer. The Organizer has the right to use and modify such materials or works in any way it deems fit without compensation to the Participant and the Participant waives all rights he or she may have in such materials or works.

9. Indemnity

Each Participant agrees to indemnify, release and hold harmless each of the Organizer, its holding, subsidiary or related companies as defined in the Companies Act 2016 ("Gerbang Alaf Restaurants Sdn Bhd"), directors, officers, employees, agents, sponsors and/or representatives against any and all losses, rights, claims, actions and damages (including special, indirect and consequential damages) arising from or incurred as a result of the Participant's participation in the **Activation**, acceptance of any Prize, and/or the use of the Participant's entry and/or likeness in connection with the Activation or violation of the Terms and Conditions,

10. Limitation of Liability

10.1 The Participant's participation in the Activation shall be at the Participant's own risk.

10.2 The Organizer, Gerbang Alaf Restaurants Sdn Bhd, its, directors, officers, employees, agents, sponsors and/or representatives shall not be liable to any Participant in respect of any loss or damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained by the Participant arising out of or in connection with the participation by the Participant in the Activation, as well as the redemption and/or utilization of any Prize won.

11. Ownership / Use Rights

11.1 The Participants grant to McDonald's Malaysia the right to use any photos and/or other material received during the Activation (including the Participants' name, email addresses, contact numbers, photos, etc.) for advertising, marketing and communication purposes without compensation to the Participant, his or her successors or assigns, or any other entity.

12. General

12.1 The Organizer, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Activation and the Terms and Conditions where they are unable to do so as a result of circumstances beyond their control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.

12.2 Any names, trademarks or logos used and or reproduced in any materials (including marketing and Activation materials) in connection with this Activation, in particular

that relates to the Prize, are the properties of their respective owners. This Activation and the Organizer are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organizer's group of companies

- 12.3 The Organizer shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by the Organizer.
- 12.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Activation.
- 12.5 Where the Terms and Conditions of the Activation is prepared in English and any other language(s) in the event of any inconsistency between the English language and the other language(s), the English language version shall prevail and govern in all respects.
- 12.6 The Terms and Conditions of the **Activation** shall be construed, governed, and interpreted in accordance the laws of Malaysia.

13. Privacy Notice

- 13.1 By participating in the **Activation**, the Participant agrees to the processing of the Participant's Personal Data by the Organizer in accordance with the Privacy Notice at <https://www.mcdonalds.com.my/support-privacy/eng>