

## **McDONALD'S MALAYSIA – McCAFE LATTE AND SUNDAE #McCAFELATTESUNDAE CONTEST TERMS AND CONDITIONS**

1. Participation in the 'McDonald's Malaysia – McCafe Latte Sundae #McCafeLatteSundae Contest ("the Contest") constitutes the participant's full and unconditional agreement to and acceptance of these Terms & Conditions. Gerbang Alaf Restaurants Sdn Bhd (Company Registration No: 198001011565 (65351-M)) Licensee of McDonald's (hereby known as "McDonald's Malaysia") reserves the right to amend the Terms & Conditions at its sole discretion without prior notice.
2. The Contest is open to all Malaysian citizens residing in Malaysia age 18 and above. Participants below the age of 18 years old are required to seek parental or guardian consent.
3. The Contest will run for 21 days, starting from 10 April 2021 10:00:00 to 30 April 2021 23:59:59 following (UTC+08:00) Kuala Lumpur, Malaysia time zone ("Contest Period").
4. Entries received outside the Contest Period are invalid and will not be entertained.
5. 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.

### **CONTEST MECHANICS**

1. Participant is required to post a photo of McCafe Iced Latte or Latte with a McDonald's Sundae Cone on their Facebook, Instagram, Twitter pages, or on McDonald's Malaysia Facebook comment section on an indicated post.
2. To participate in the contest, participants must have a registered account on Facebook, Instagram or Twitter, and must set it to "Public".
3. The guidelines for the submission of entry are as below:
  - a. Snap a photo of McDonald's Sundae Cone dipped into McCafe's Iced Latte or Latte
  - b. Upload the photo on your Facebook, Instagram or Twitter page and hashtag #McCafeLatteSundae; OR post under Comment section in McDonald's Malaysia Facebook indicated post and hashtag #McCafeLatteSundae.
  - c. Set your post to "Public"
4. Incomplete entry or entries that do not adhere to the rules will automatically be disqualified.

## **HOW TO WIN**

1. McDonald's Malaysia shall have the absolute discretion to select Top fifty (50) winners with the best photo and the eligible winner will be awarded a prize.
2. McDonald's Malaysia's decision on the winners list is final. No further correspondence or appeal will be entertained.

## **PRIZES**

1. Eligible winners will receive: RM100 McDonald's cash vouchers each.
2. The eligible winner (as identified by NRIC No) shall only be entitled for one (1) Prize. Prizes are not transferable or exchangeable for cash, in part or in full. McDonald's Malaysia reserves the right to substitute the prize with that of a similar value at any time.
3. Should there be any entry with more than one (1) person featured in the video/photo, prize will only be given to one (1) person based on the information given in the Contest Entry.
4. McDonald's Malaysia will not be responsible for any loss or damages during prize delivery.

## **SELECTION CRITERIA**

1. In determining whether an Entry is valid, McDonald's Malaysia's decision shall be final and conclusive. McDonald's Malaysia will take into account all factors deemed relevant by McDonald's Malaysia, which may include but not limited to the following criteria:-
  - a. The Entry needs to be original and not a material of duplication, copy or reproduction of other entries;
  - b. The Entry is not offensive, illegal or insensitive to any segment of society, etc.
2. McDonald's Malaysia will inspect and filter each Entry submitted by participants to ensure compliance with the requirements above. McDonald's Malaysia 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.

## **WINNER ANNOUNCEMENT**

Winners announcement will be made on McDonald's Malaysia Facebook Page ([www.facebook.com/My.McDonalds](http://www.facebook.com/My.McDonalds)).

Upon being selected as winners, McDonald's Malaysia will contact winners via Facebook, Instagram or Twitter to obtain personal particulars.

## **USE OF PERSONAL DATA**

All personal data provided by the Participant via online registration to McDonald's Malaysia for the purpose of this Contest shall be deemed to have been given with consent by the Participant. McDonald's Malaysia may disclose or share those personal data, gathered from such information provided by Participants via this website, to our business partner(s) and associate(s). McDonald's Malaysia makes it a priority to keep the personal data of individuals secure, and the said personal data will be processed in relation to their participation in the Contest.

Please visit <https://www.mcdonalds.com.my/support-privacy/eng> to review and read the McDonald's Malaysia Privacy and PDP Policy. By submitting an entry for the Contest, participants acknowledge that they have read and accepted the McDonald's Malaysia Privacy and PDP Policy.

## **OWNERSHIP/USE RIGHTS**

1. The Participants grant McDonald's Malaysia the right to use any photos and/or other material received during the Contest (including consents to the use by McDonald's of the Participants' personal information such as name, email addresses, contact numbers, etc.) for feedback, promotional, advertising, marketing and communication purposes without compensation to the Participant, his or her successors or assigns, or any other entity.
2. McDonald's Malaysia reserves the right to reject any entries that are incorrect, incomplete, suspicious or invalid. The Participant agrees not to knowingly damage or cause interruption to the Contest and/or prevent others from entering the Contest.
3. McDonald's Malaysia and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion, and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for: -
  - i. disruption, network congestion, malicious virus attacks, unauthorized data hacking, data corruption and server hardware failure or otherwise; any technical errors, whether due to inaccessibility of internet network
  - ii. telephone, electronic, hardware or software program, network, internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation, the incorrect or inaccurate capture of entry information online;
  - iii. late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to e-mails;

- iv. failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed computer transmissions;
  - v. any condition caused by events beyond the control of the McDonald's Malaysia that may cause the Contest to be disrupted or corrupted;
  - vi. any injuries, losses, or damages of any kind arising in connection with or as a result of the gift, or acceptance, possession, or use of the Prize, or from participation in the Contest; or
  - vii. any printing or typographical errors in any materials associated with the Contest
4. By participating in the Contest, each participant agrees to release and hold McDonald's Malaysia and its employees, officers, directors, shareholders, agents, representatives, parent companies affiliates, subsidiaries, licensees, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, use or misuse of the Prize, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.
5. McDonald's Malaysia and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of the Prize, including, without limitation, their quality, merchantability or fitness for a particular purpose.
6. Winners will be required to sign and return a release of liability, declaration of eligibility, and where lawful, publicity consent agreement, from McDonald's Malaysia. By participating in the Contest, winners agree to grant McDonald's Malaysia and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of data collected through the Contest website, likeness, biographical data and statements for purposes, including, without limitation, advertising, trade, or promotion, in perpetuity, in any and all media now known or hereafter devised, without compensation, unless prohibited by law. If the winners cannot be contacted and/or the registration is ineligible and/or fails to claim a Prize and/or fails to timely return the completed and executed declaration and releases as required, the Prize may be forfeited and an alternate winner may be selected. Refusal or return of the winners' notification as undelivered will also result in disqualification and an alternate winner may be selected. Appeals to check the status of entries will not be entertained.
7. McDonald's Malaysia reserves the right to end the Contest earlier or extend the Contest Period at its own discretion.
8. All costs, fees and/or expenses incurred or to be incurred by the Winners in relation to the Contest and/or to claim the Prize(s), which shall include but not

limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the Winners.

9. For the avoidance of doubt, the Prizes are provided by McDonald's Malaysia's suppliers. The Participant and/or Winner hereby acknowledge and agree that McDonald's Malaysia excludes all warranty and/or liability in connection with the awarded Prizes and/or the Contest. The Participant shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption and/or usage of the Prizes. McDonald's Malaysia shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participant as a result of the participation in the Contest and/or the use of the Prizes.