

McDONALD'S MALAYSIA – #RiuhOOTDMcD Contest

TERMS AND CONDITIONS

Participation in the McDonald's Malaysia #RiuhOOTDMcD Contest (the "Contest") constitutes the participant's full and unconditional agreement to and acceptance of these Contest Terms and Conditions. Gerbang Alaf Restaurants Sdn Bhd[198001011565 (65351-M)], Licensee of McDonald's (hereby known as "McDonald's Malaysia") reserves the right to amend the Contest Terms and Conditions at its sole discretion without prior notice. Information on how to participate in the Contest and the Contest Rules (as stated below):

CONTEST RULES FOR PARTICIPANTS

The Contest is open to all individual Malaysia residents who are:

- (i) aged 18 and above as at the start of the Contest Period (as defined below). Participants below the age of 18 shall obtain the necessary consent from his/her legal parent/legal guardian before participating in this Contest and submitting any personal information, and shall furnish such proof of consent should organizers require it;
- (ii) not employees of McDonald's Malaysia and their respective agencies which are directly involved in this Contest, nor these employees' immediate family members. By participating in the Contest, each Participant represents and warrants that he or she has met the eligibility criteria set out under these Contest Terms and Conditions. Each Participant also consents to the use by McDonald's of his or her personal information for feedback, promotional and marketing purposes.
- (iii) Participations received outside the Contest Period are invalid and will not be entertained.

DURATION

1. The Contest runs for 22 days, starting from 31st May 2021 10:00:00 to 23rd June 2021 23:59:59 following (UTC+08:00) Kuala Lumpur, Malaysia time zone (the "Contest Period").

CONTEST MECHANICS

1. To participate in the Contest, participants must purchase a Rio burger Meal that includes at least one of the following in the total purchase order during the Contest Period:
 - One (1) Rio Beef / Chicken Burger
 - One (1) Double Rio Beef / Chicken Burger
 - One (1) Triple Rio Beef / Chicken Burger
2. Contestants will need to post a photo of themselves in a colourful outfit and posing with any of the Rio burger selection as specified in Item 1 on Instagram.
3. Their photo uploaded on Instagram must also include the hashtag #RiuhOOTDMcD in the post caption.
4. Photos uploaded on Participants Instagram shall not be offensive or insensitive to any segment of society.
5. Participants may submit multiple entries with no duplication of photos submission but only one (1) prize can be won by the eligible Participant.
6. Participants must also fill out the submission form on the McDonald's Malaysia App or the Contest Microsite to be eligible to win.
7. Participants to ensure their Instagram account is public.
8. The eight (8) participants with the most creative and colourful outfits will be selected as winners.
9. Win McDonald's cash vouchers worth up to Ten thousand ringgit (RM10,000).

PRIZES

1. There are a total of eight (8) prizes as follows:

- a. Grand Prize - RM5,000 in McDonald's cash vouchers
 - b. Runner-Up - RM3,000 in McDonald's cash vouchers
 - c. Second Runner-Up - RM1,000 in McDonald's cash vouchers
 - d. Five Consolation Prizes - RM200 in McDonald's cash vouchers
2. McDonald's Malaysia reserves the right to substitute the prize with that of a similar value at any time without prior notice.
 3. McDonald's Malaysia will not be responsible for any loss or damages during prize delivery.
 4. Participations received post contest closing date and selection of winners are invalid and will not be entertained.

SELECTION CRITERIA

1. The eight participants with the most creative and colourful outfits will be selected as winners
2. Winners will be contacted by McDonald's Malaysia's customer service representatives via email and announcements will be made on the website and McDonald's Malaysia social media platforms after the contest ends on 23rd June.
3. McDonald's Malaysia's decision on the winners list is final. No further correspondence or appeal will be entertained.
4. 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 Instagram page (<https://www.instagram.com/mcdonaldsmalaysia/>) and McDonald's Malaysia's website (<https://www.mcdonalds.com.my/>) on 7th July 2021. Upon being selected as winners, McDonald's Malaysia will contact winners via Instagram DM 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 your personal data, gathered from such information provided by Participants via this website, to our business partners and associates. McDonald's Malaysia makes it a priority to keep secure the personal data of individuals 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. Participants acknowledge that they have read and accepted the McDonald's Malaysia Privacy and PDP Policy.

OWNERSHIP/USE RIGHTS

1. The Participants grant to McDonald's Malaysia the right to use any photos and/or other material received during the Contest (including the Participant's name, email addresses, contact number photos, etc.) for 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 emails;
 - 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.
 10. 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.