

# McDONALD'S MALAYSIA CHICKEN McNUGGETS® CAMPAIGN A MINECRAFT MOVIE MERCHANDISE

## **TERMS AND CONDITIONS**

# A. Schedule to Conditions of Entry

1. Organizer:	GERBANG ALAF RESTAURANTS SDN BHD (Co. No. 198001011565 (65351-M)) ("McDonald's Malaysia")
2. Giveaway:	McDonald's Malaysia Chicken McNuggets® A Minecraft Movie Merch Drop
3. <u>Giveaway</u> Period:	The Giveaway will take place on the following dates & time:
	(i) 16/04/2025: 10:00AM - 11:59PM (McD App exclusive)
	(ii) 17/04/2025: 10:00AM - 11:59PM (McD App exclusive)
	(iii) 18/04/2025: 10:00AM - 11:59PM (McD App exclusive)
	(iv) 19/04/2025: 10:00AM - 11:59PM (McD App exclusive)
	The Organizer reserves the right to end the Giveaway Period earlier or extend the same at its own discretion.
4. Eligibility:	<ul> <li>a) This Giveaway is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Giveaway Period, and with a valid identification document and residential address in Malaysia.</li> <li>b) The Organizer shall reserve the right to request evidence of identification documents.</li> <li>c) Employees of the Organizer, their immediate families, affiliates, subsidiaries, related agencies and suppliers and/or persons living in the same household are ineligible to join the Giveaway.</li> </ul>
5. Entry Method:	<ul> <li>Meal (9pcs Chicken McNuggets® McValue Meal™ (M or L) using their valid account registered in McD App and submit their details onto the following microsite:         <ul> <li>https://www.mcdonalds.com.my/aminecraftmovie</li> <li>Registration is only required for 1 time only per user throughout the whole giveaway period</li> </ul> </li> <li>b) Please retain/keep your purchase receipts as you will be required to submit as proof and for verification purposes during the submission and/or redemption process.</li> <li>c) All Entries must be submitted by 11:59 PM on the same day as the purchase, during the Giveaway Period. Submission times are from 10:00 AM to 11:59 PM each day.</li> <li>d) Entries outside of the Giveaway Period or incomplete entry(ies) that do not</li> </ul>
	adhere to the rules and deadline will automatically be disqualified.

## 6. <u>Giveaway</u> Mechanism

- a) Top 500 purchasers of A Minecraft Movie Meal (9pcs Chicken McNuggets® McValue Meal™ (M or L) each day of the Giveaway Period will be eligible to the following Merchandise:
  - (i) 16/04/2025: 1x Grimace Hoodie (limit to 500 units only)
  - (ii) 17/04/2025: 1x Grimace Tee (limit to 500 units only)
  - (iii) 18/04/2025: 1x Grimace Socks (limit to 500 units only)
  - (iv) 19/04/2025: 1x Grimace Tote Bag (limit to 500 units only)
- b) For avoidance of doubt, each eligible purchaser shall be entitled to one (1) Merchandise only.
- c) McDonald's Malaysia's decision on the top 500 purchasers is final. No further correspondence or appeal will be entertained.

# (v) Redemption Mechanism:

- a) The eligible purchasers will be notified latest by 2 May 2025 and will be contacted via their registered email stated in the Microsite and McD App.
- b) The Merchandise will be shipped/posted to the eligible purchasers within 30 to 60 days after the announcement date, subject to the receipt and confirmation of the purchasers' information and such other necessary details via email.
- c) The Merchandises are not transferrable or exchangeable for cash, in part of in full. The Organizers reserves the right to substitute the Merchandise with that of a similar value at any time without prior notice.
- d) For T-shirt merchandise, participants will need to fill in the T-shirt size when register on microsite. Those who fail to do so will receive a remaining size, subject to availability.

#### Notes:

- i. The Organizer shall not be liable for any loss or damage that occurs to the Merchandise during the redemption and/or delivery process. Any other additional costs involved to redeem or collect the Merchandise shall be borne by the winner at their own cost.
- ii. The Merchandise is not transferable or exchangeable for cash, in part or in full. The Organizer reserves the right to substitute the Merchandise with that of a similar value at any time without prior notice.
- iii. The Organizer reserves the right, at its sole discretion, to remove, reject or disqualify the redemption if it finds it violating any of the terms or any applicable laws or regulations.

# (vi) <u>Additional</u> Terms:

- a) The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Giveaway or Merchandise 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 Merchandises during the delivery process. Any other additional costs (i.e. travel expenses, transportation cost, duties and taxes) involved to redeem or collect the Merchandise 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 Giveaway (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

By participating in the Giveaway, 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 Giveaway Period, Merchandise, cancel, terminate or suspend the Giveaway in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the Giveaway will constitute their acceptance of the Terms and Conditions (as changed).
- 1.3 The Organizer's decision on all matters relating to the Giveaway including judging and selection of winners will be final, binding, and conclusive on all Participants, and no correspondence or appeals will be entertained.

#### 2. Giveaway Entries

- 2.1 By submitting an entry to the Giveaway, 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 Giveaway, 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 Giveaway 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 Giveaway and submitting any personal information.

3.2 The Organizer may require a Participant to provide proof of eligibility to participate in the Giveaway 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 Giveaway:

- (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 Giveaway 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 Giveaway by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Giveaway for verification by Organizer when requested.
- 5.3 In the event of a disqualification after the Merchandise has been redeemed, the Organizer reserves the right to demand for the return of the Merchandise or payment of its value from the disqualified Participant.

#### 6. Merchandise

- 6.1 The Organizer, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Merchandise in accordance with the Redemption Mechanism in any respect whatsoever. The Organizer reserves the right to determine how uncollected Merchandise will be dealt with.
- 6.2 The Organizer reserves the right to substitute any one of the Merchandise(s) with items of equivalent value at any time without prior notice. Merchandise(s) 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 Merchandise shall be the responsibility of the Winner.
- 6.4 All Merchandises must be taken according to the terms and conditions of the Organizer, its agent sponsor or third party providing the Merchandises.
- 6.5 Merchandise(s) are given out on an "as it is" basis. The Merchandise shall be used/taken entirely at the risk of the Participants and the Organizer excludes all warranties and liabilities in connection with the Merchandise to the fullest extent permitted by law.

6.6 Where a Participant is under the age of 18 years of age, the Participant must be accompanied by their parent/legal guardian throughout the Giveaway Period.

## 7. Publicity

The Organizer may use a Participant's entry or redemption submission including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the **Giveaway** (collectively the "Materials"), and the Participant's name, and/or likeness, for advertising, publicity and Giveaway 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 Giveaway 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 **Giveaway**, acceptance of any Merchandise, and/or the use of the Participant's entry and/or likeness in connection with the Giveaway or violation of the Terms and Conditions,

#### 10. Limitation of Liability

- 10.1 The Participant's participation in the Giveaway 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 Giveaway, as well as the redemption and/or utilization of any Merchandise.

#### 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 Giveaway (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 Giveaway 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 Giveaway materials) in connection with this Giveaway, in particular that relates to the Merchandise, are the properties of their respective owners. This Giveaway 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 Giveaway.
- 12.5 Where the Terms and Conditions of the Giveaway 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 **Giveaway** shall be construed, governed, and interpreted in accordance the laws of Malaysia.

## 13. Privacy Notice

13.1 By participating in the **Giveaway**, 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