



**McDONALD'S MALAYSIA  
PROSPERITY BURGER  
"CAPTURE PROSPERITY MOMENTS" ACTIVATION**

**TERMS AND CONDITIONS**

**A. Schedule to Conditions of Entry**

<b>1. Organizer:</b>	GERBANG ALAF RESTAURANTS SDN. BHD (Company No. 198001011565 (65351-M)) ("McDonald's Malaysia")
<b>2. Activation:</b>	<b>McDonald's® "CAPTURE PROSPERITY MOMENTS" ACTIVATION</b>
<b>3. Activation Period:</b>	The Activation starts at <b>10:00</b> on <b>29 JANUARY 2025</b> and ends at <b>23:59:59</b> on <b>1 FEBRUARY 2025</b> .  The Organizer reserves the right to end the Activation Period earlier or extend the same at its own discretion.
<b>4. Eligibility:</b>	a) This Activation is open to all individual legal residents of Malaysia aged 18 years and above as at the start of the Activation Period, and with a valid identification document and residential address in Malaysia.  b) The Organizer shall reserve the right to request evidence of identification documents as it deemed necessary.  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 activation.
<b>5. Activation Mechanic:</b>	During the Activation Period, any top 50 highest buyers each day will be entitled to get a Free Limited Edition Mekdi Film Camera. To join the contest, follow these steps:  a) Purchase any of the following menu items, through Front Counter, Self-Ordering Kiosk, McDelivery™, or Drive-Thru by using McD App:  • <b>Ala-carte/Medium or Large McValue Meal:</b> <ul style="list-style-type: none"><li>- Beef Prosperity Burger™</li><li>- Double Beef Prosperity Burger™</li><li>- Chicken Prosperity Burger™</li><li>- Double Chicken Prosperity Burger™</li><li>- Golden Beef Prosperity Burger™</li></ul>

	<ul style="list-style-type: none"> <li>- Golden Chicken Prosperity Burger™</li> <li>- Golden Double Beef Prosperity Burger™</li> <li>- Golden Double Chicken Prosperity Burger™</li> <li>- Fish Prosperity Burger™</li> <li>- Double Fish Prosperity Burger™</li> </ul> <p>b) Register by filling up your shipping details at <a href="https://www.mcdonalds.com.my/prosperityku-moments">https://www.mcdonalds.com.my/prosperityku-moments</a>. Please ensure the same email address as the McD App account is used. Once registered, the app will track your Prosperity Burger purchase for the contest.</p> <p>c) For ordering through Front Counter, Self-Ordering Kiosk and Drive-Thru, consumers will need to scan their McD App accordingly.</p> <p>d) Not applicable for the purchase through Grab Food, Food Panda &amp; Shopee Food.</p>
<b>6. Prize:</b>	<p>Each winner will receive one (1) Limited Edition Mekdi Film Camera.</p> <p>Limited to top 50 participants with the most Prosperity Burger™ purchase on daily basis during the Activation Period.</p> <p>Total 200 units of Limited Edition Mekdi Film Camera to be won.</p>
<b>7. Prize Redemption:</b>	<p>Prizes will be sent to the winners via courier to the delivery address provided by the winners via contest microsite. The Organizer will not be responsible for any loss or damage during the Prize delivery. The winners will be announced on 17<sup>th</sup> February 2025, winners to expect receive the prize by 28<sup>th</sup> February – 7<sup>th</sup> March 2025.</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>i. 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.</li> <li>ii. Prizes are not transferable or exchangeable for cash, in part or in full. The Organizer reserves the right to substitute the Prize with that of a similar value at any time without prior notice.</li> <li>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 regulation.</li> </ul>
<b>8. Additional Terms:</b>	<p>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</p>

	<p>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.</p> <p>b) Failing to submit the correct details in the microsite will not be considered as any participation in the activation.</p>
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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.

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**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 or redemption submission 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>