



**McDONALD'S MALAYSIA – "SPICY FACE" CONTEST**

**TERMS AND CONDITIONS**

**A. Schedule to Conditions of Entry**

<b>1. <u>Organiser:</u></b>	GERBANG ALAF RESTAURANTS SDN. BHD (Company No. 198001011565 (65351-M)) ("McDonald's Malaysia")
<b>2. <u>Contest Name:</u></b>	Spicy Face Contest
<b>3. <u>Contest Period:</u></b>	The Contest starts at 00:00:00 on 06/10/2022 and ends at 23:59:59 on 12/10/2022. The Organiser reserves the right to end the Contest earlier or extend the Contest Period at its own discretion
<b>4. <u>Eligibility:</u></b>	<ol style="list-style-type: none"><li>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.</li><li>2. The Organiser shall reserve the right to request for evidence of identification documents.</li><li>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.</li></ol>
<b>5. <u>Entry Method:</u></b>	<ol style="list-style-type: none"><li>1. To participate in the contest, participants must have registered accounts on Instagram and TikTok that are both set to "Public".</li><li>2. Incomplete entry or entries that do not adhere to the rules and deadline will automatically be disqualified.</li><li>3. McDonald's Malaysia shall have the absolute discretion to select winners with the most creative submissions. Eligible winners will be awarded a prize.</li><li>4. McDonald's Malaysia's decision on the winners list is final. No further correspondence or appeal will be entertained.</li></ol>
<b>6. <u>Entry Deadline:</u></b>	<ol style="list-style-type: none"><li>1. All Entries must be received by the Organiser on or before 23:59:59 on 12/10/2022.</li><li>2. All Entries received outside the Contest Period will be automatically disqualified.</li></ol>

	<p>3. Incomplete entry or entries that do not adhere to the rules and deadline will automatically be disqualified.</p>
<p>7. <b><u>Contest Mechanism:</u></b></p>	<p><b>Step 1</b> Participants will have to take a video of themselves using the TikTok Filter - "Spicy Face"</p> <p><b>Step 2</b> Participants are to upload that video on their TikTok account, tag 3 friends and use the hashtag #McDSpicyZone</p> <p><b>Step 3</b> Participants are required to tag @mcdmalaysia at TikTok</p> <p><b>Step 4</b> Participants are to fill up the form at the link in our TikTok bio to confirm submission</p>
<p>8. <b><u>Selection Criteria:</u></b></p>	<p>1. In determining whether an Entry is a valid Entry, the Organiser's decision shall be final and conclusive. The Organiser will take into account all factors deemed relevant which may include but not limited to the following criteria:-</p> <ol style="list-style-type: none"> <li>a. The Entry needs to be original and not a material duplication, copy or reproduction of other entries;</li> <li>b. The Entry is not offensive, illegal or insensitive to any segment to the society, etc.</li> </ol> <p>2. The Organiser will inspect and filter each Entry submitted by participants to ensure compliance with the requirements above. The Organiser 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.</p>
<p>8. <b><u>Prizes:</u></b></p>	<p>The first 100 participants to submit their entries will each get a prize</p> <ul style="list-style-type: none"> <li>● 100 winners x RM50 McDonald's Cash Vouchers</li> </ul> <p>Out of all contest submissions (the first 100 entries and above), 10 will be chosen as winners of a prize</p> <ul style="list-style-type: none"> <li>● 10 winners x RM1,000 McDonald's Cash Vouchers</li> </ul>
<p>9. <b><u>Winners Announcement:</u></b></p>	<p>1. The winner announcement will be made on 14/10/2022 on the Organiser's Page via Instagram Feed posting.</p> <p>2. The eligible winners (as identified by Instagram username) shall only be entitled to one (1) Prize per winner. 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.</p>

	<p>3. Winners will be listed and tagged on Instagram feed and must message the Organiser to claim their prize. Should there be no response from the winner by 21/10/2022 (11:59:59), the Organiser reserves the right to disqualify the winner.</p> <p>4. Prizes will be sent to the winners via courier to the delivery address provided by the winners. McDonald's Malaysia will not be responsible for any loss or damages after courier and during prize delivery.</p>
<p>10. <b><u>Additional Terms:</u></b></p>	<p>a) The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Contest or prizes or due to any other unforeseen circumstances beyond the Organiser'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.</p> <p>b) The Organiser 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.</p>

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/support-privacy/eng>, collectively “**Terms and Conditions**” and shall be binding on all participants who participate in this Contest (hereinafter referred to as “Participants”, “Participant”, “You”, “you”, “your”).

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

### **2. Contest Entries**

- 2.1 By submitting an entry to the Contest, 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 Contest, 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 Contest shall be borne by the Participant.
- 2.3 Proof of submission of an Entry is not proof of receipt, and the Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions. The Organiser 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 Organiser), from their parents/legal guardians before participating in the Contest and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Contest 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 Contest:

- (a) Employees of the Organiser and its group of companies and their immediate family members (spouse, children, parents, siblings, and their spouses); and
- (b) Employees of the Organiser's agencies associated with the Contest 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 Organiser reserves the right to disqualify any Participant that:
- (a) undermines, has or attempted to undermine the operation of the Contest by fraud, cheating or deception; and/or
  - (b) are not eligible or unable to provide proof of eligibility to participate in the Contest for verification by Organiser when requested.
- 5.3 In the event of a disqualification after a Prize has been awarded, the Organiser 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 Organiser, 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 Organiser reserves the right to determine how uncollected Prizes will be dealt with.
- 6.2 The Organiser 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 Organiser.

- 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 Organiser, 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 Organiser 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 Organiser may use a Participant’s entry including without limitation, photos, drawings, text, and any other content or information submitted for purposes of the Contest (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and Contest of any goods or services of the Organiser, 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 Organiser.

## **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 Contest and any derivative works arising there from will perpetually and unconditionally be vested in, assigned to and owned by the Organiser. The Organiser 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 Organiser, 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 Contest, acceptance of any Prize, and/or the use of the Participant’s entry and/or likeness in connection with the Contest or violation of the Terms and Conditions,

## **10. Limitation of Liability**

- 10.1 The Participant’s participation in the Contest shall be at the Participant’s own risk.

- 10.2 The Organiser, 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 Contest, as well as the redemption and/or utilisation 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 Contest (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 Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Contest 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 Contestal materials) in connection with this Contest, in particular that relates to the Prize, are the properties of their respective owners. This Contest and the Organiser are not affiliated with, or endorsed or sponsored by, the relevant owners, unless otherwise communicated, and such owners are not part of the Organiser's group of companies
- 12.3 The Organiser 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 Organiser.
- 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 Contest.
- 12.5 Where the Terms and Conditions of the Contest 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 Contest shall be construed, governed and interpreted in accordance the laws of Malaysia.

## **13. Privacy Notice**

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