



McDONALD'S MALAYSIA

CORE BEEF

#McDOneBreathChallenge Contest

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. Organizer:	GERBANG ALAF RESTAURANTS SDN. BHD 198001011565 (65351-M) ("McDonald's Malaysia")
2. Contest:	McD One Breath Challenge
3. Contest Period:	<ol style="list-style-type: none">1. The Contest will be held during the below period: 29 September – 14 October 20232. The Organizer reserves the right to end the Contest earlier or extend the Contest Period at its own discretion.
4. Eligibility:	<ol style="list-style-type: none">1. This Contest is open to all individual legal residents of Malaysia from all ages as at the start of the Contest Period, and with a valid identification document and residential address in Malaysia.2. The Organizer shall reserve the right to request evidence of identification documents.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.
5. Entry(ies) Method:	<ol style="list-style-type: none">1. To participate in the contest, participants must have a registered account on Instagram and must set their profile privacy as "Public".2. Recorded submission (video) must be posted on participants Instagram account.3. Link to the video submitted via the contest microsite to count as legible entry.4. All Entries must be received by the Organizer on or before 14th October 2023.5. All Entries received outside the Contest Period will be automatically disqualified.

<p>6. Contest Mechanism:</p>	<ol style="list-style-type: none"> Participants are required to choose the ingredients for Big Mac or Double Cheeseburger. Once burger is chosen, participants are required to record a video of themselves reading out the ingredients of either the Big Mac or the Double Cheeseburger in one breath. The video needs to be posted on the participants Instagram with hashtag #McDOneBreathChallenge and tag @mcdonaldsmalaysia. Video submission needs to be done via the contest microsite by submitting a link to the participant's post. Every submission is entitled to a free Big Mac or Double Cheeseburger and the 100 most creative submissions stand a chance to win Big Mac merchandise. <p><i>Note: Please refer to section 8 for the detailed breakdown of prizes for the winners.</i></p>				
<p>7. Selection Criteria:</p>	<ol style="list-style-type: none"> In determining whether an Entry is a valid Entry, the Organizer's decision shall be final and conclusive. The Organizer will take into account all factors deemed relevant which may include but not limited to the following criteria:- <ol style="list-style-type: none"> The Entry needs to be creative, original and not a material duplication, copy or reproduction of other entries. The Entry is not offensive, illegal, or insensitive to any segment to the society, etc. The Organizer will inspect and filter each Entry submitted by participants to ensure compliance with the requirements above. The Organizer 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. The Organizer's decision on the winners list is final. No further correspondence or appeal will be entertained. 				
<p>8. Prize (s):</p>	<p>A Special Big Mac Swag Box containing Big Mac merchandise will be up for grab for this contest.</p> <table border="1" data-bbox="421 1541 1177 1921"> <tr> <td data-bbox="421 1541 740 1619">100 Most Creative Submissions</td> <td data-bbox="740 1541 1177 1619">Every Submission</td> </tr> <tr> <td data-bbox="421 1619 740 1921"> Big Mac Swag Box, consists of: 1x T-shirt 1x Cross Body Bag 1x Tote Bag 1x Postcard </td> <td data-bbox="740 1619 1177 1921"> Promo code to redeem a free Big Mac or Double Cheeseburger *Note: - Promo codes are expected to be sent out within 48 hours after submission - Redemption is subject to the terms & conditions contained therein. </td> </tr> </table>	100 Most Creative Submissions	Every Submission	Big Mac Swag Box, consists of: 1x T-shirt 1x Cross Body Bag 1x Tote Bag 1x Postcard	Promo code to redeem a free Big Mac or Double Cheeseburger *Note: - Promo codes are expected to be sent out within 48 hours after submission - Redemption is subject to the terms & conditions contained therein.
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<p>9. <u>Winners Announcement:</u></p>	<ol style="list-style-type: none"> 1. Winners will be announced approximately 2 weeks after the expiry of the Contest and the winners will be announced on the Organizer’s official Instagram account. 2. Winners will be listed on the Organizer’s Official Instagram Story and/or Feed Posting. Upon such, the winners are required to direct/personal message the Organizer through the Organizer’s Official Instagram Account to claim their prize. Should there be no response from the winner after 7 days of the winner announcement posting, the Organizer reserves the right to disqualify the winner. 3. In the event the prize is damaged or in a none-perfect condition, we will not provide any replacement.
<p>10. <u>Additional Terms:</u></p>	<ol style="list-style-type: none"> 1. The Organizer 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 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. 2. 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.

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 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.

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 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 Organizer'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 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 Contest and submitting any personal information.
- 3.2 By participating at the Contest, the the Organizer shall be entitled to deem that the Participants have obtained the necessary consent from their parents/legal guardians in the case of Participants are below the age of eighteen (18) years old.
- 3.3 The Organizer 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

- 5.1 The following groups of persons shall not be eligible to participate in the Contest:

- (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 Contest and their immediate families (spouse, children, parents, siblings, and their spouses).

6. **Disqualification**

6.1 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.

6.2 In addition, the Organizer 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 Organizer when requested.

6.3 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.

7. **Prizes**

7.1 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.

7.2 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.

7.3 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.

7.4 All Prizes must be taken according to the terms and conditions of the Organizer, its agent sponsor or third party providing the Prizes.

7.5 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.

7.6 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.

8. **Publicity**

8.1 The Organizer 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 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.

9. Intellectual Property Rights

9.1 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 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.

10. Indemnity

10.1 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 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.

11. Limitation of Liability

11.1 The Participant's participation in the Contest shall be at the Participant's own risk.

11.2 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 Contest, as well as the redemption and/or utilization of any Prize won.

12. Ownership / Use Rights

12.1 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.

13. General

- 13.1 The Organizer, 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.
- 13.2 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 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.
- 13.6 The Terms and Conditions of the Contest shall be construed, governed, and interpreted in accordance the laws of Malaysia.

14. Privacy Notice

- 14.1 By participating in the Contest, 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>.