



**McDONALD'S MALAYSIA**  
**AYAM GORENG McD – BINTANG KRUP KRUP: BE OUR NEXT AYAM GORENG McD STAR!**

**TERMS AND CONDITIONS**

**A. Schedule to Conditions of Entry**

<b>1. Organizer:</b>	GERBANG ALAF RESTAURANTS SDN. BHD <b>198001011565 (65351-M)</b> ("McDonald's Malaysia")
<b>2. Contest:</b>	BINTANG KRUP KRUP: BE OUR NEXT AYAM GORENG McD STAR!
<b>3. Contest Period:</b>	The Contest starts at 10:00 on <b>17/08/2023</b> and ends at <b>23:59:59</b> on <b>31/08/2023</b> . The Organizer reserves the right to end the Contest earlier or extend the Contest Period at its own discretion.
<b>4. Eligibility:</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 Organizer shall reserve the right to request 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. Entries Method:</b>	<ol style="list-style-type: none"><li>1. To participate in the contest, participants must have a registered account on Instagram and must set their profile privacy as "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/most "delicious" (<i>paling sedap</i>) submissions. Eligible winner will be awarded with a daily prize.</li><li>4. The Organizer's decision on the winners list is final. No further correspondence or appeal will be entertained.</li></ol>
<b>6. Entries Deadline:</b>	<ol style="list-style-type: none"><li>1. All Entries must be received by the Organizer on or before <b>23:59:59</b> on <b>31/08/2023</b>.</li><li>2. All Entries received outside the Contest Period will be automatically disqualified.</li><li>3. Incomplete entry or entries that do not adhere to the rules and deadline will automatically be disqualified.</li></ol>

<p><b>7. <u>Contest Mechanic:</u></b></p>	<ol style="list-style-type: none"> <li>1. Participants must create an Instagram reel showing themselves enjoying the Ayam Goreng McD.</li> <li>2. Participants must use the “krup krup” in the audio of the pinned Ayam Goreng McD reel posted by @mcdonaldsmalaysia on Instagram.</li> <li>3. Participants must post the reel on Instagram with the hashtag #BintangKrupKrupMcD, and tag @mcdonaldsmalaysia.</li> <li>4. Participants’ Instagram profile must be set as public.</li> <li>5. The most creative, <i>paling sedap</i> entries will be selected as a daily winner. At the discretion of the Organizer, winners (as identified by Instagram username) will be announced daily or weekly via the Organizer’s Official Instagram Account (@mcdonaldsmalaysia) via Instagram Story Posting.</li> </ol>
<p><b>8. <u>Selection Criteria:</u></b></p>	<ol style="list-style-type: none"> <li>1. 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"> <li>a. The Entry needs to be creative, 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> </li> <li>2. 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.</li> </ol>
<p><b>8. <u>Prize (s):</u></b></p>	<ul style="list-style-type: none"> <li>• Maximum two (2) daily winners will win Ringgit Malaysia One Thousand (RM1,000) in the form of McDonald’s Malaysia vouchers.</li> <li>• A total of up to Ringgit Malaysia Thirty Thousand Ringgit (RM30,000) in the form of McDonald’s Malaysia vouchers will be given out throughout the campaign period.</li> <li>• The most creative, <i>paling sedap</i> entries stand a chance to be featured in McD marketing collaterals.</li> </ul>
<p><b>9. <u>Winners Announcement:</u></b></p>	<ol style="list-style-type: none"> <li>1. The winner announcement will be made daily and/or weekly beginning 21<sup>st</sup> August 2023 on the Organizer’s Official Instagram Account via Instagram Story posting.</li> <li>2. The eligible winners (as identified by Instagram username) shall only be entitled to one (1) Prize per winner throughout the Contest Period. 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.</li> <li>3. Winners will be listed and tagged on the Organizer’s Official Instagram Stories. Winners must direct/personal message the Organizer through the Organizer’s Official Instagram Account to claim their prize. Should</li> </ol>

	<p>there be no response from the winner by 7/9/2023 (23:59:59), the Organiser reserves the right to disqualify the winner.</p>
<p>10. <b><u>Additional Terms:</u></b></p>	<p>a) 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.</p> <p>b) 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.</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/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.

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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 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 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**

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).

### **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 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.
- 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 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.

## **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 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 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 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.

## **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 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.
- 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 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 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 Organizer in accordance with the Privacy Notice at <https://www.mcdonalds.com.my/support-privacy/eng>