

McDONALD'S MALAYSIA – #EatAnApple, Win a Huawei Contest

TERMS AND CONDITIONS

Participation in the McDonald's Malaysia '#EatAnApple', Win a Huawei Contest (the "Contest") constitutes the participant's full and unconditional agreement to and acceptance of these Contest Terms and Condition. Gerbang Alaf Restaurants Sdn Bhd Restaurants Sdn Bhd [198001011565 (65351-M)], Licensee of McDonald's (hereby known as "McDonald's Malaysia") reserves the right to amend the Contest Terms and Conditions at its sole discretion without prior notice. Information on how to participate in the Contest and the Contest Rules (as stated below):

CONTEST RULES PARTICIPANT

The Contest is open to all individual Malaysia residents who are:

- (i) aged of 18 and above as at the start of the Contest Period (as defined below). Participants below the age of 18 shall obtain the necessary consent from his/her legal parent/legal guardian before participating in this Contest and submitting any personal information, and shall furnish such proof of consent should organizers require it;
- (ii) not employees of McDonald's Malaysia and their respective agencies which are directly involved in this Contest, nor these employees' immediate family members. By participating in the Contest, each Participant represents and warrants that he or she has met the eligibility criteria set out under these Contest Terms and Conditions. Each Participant also consents to the use by McDonald's of his or her personal information for feedback, promotional and marketing purposes.
- (iii) Participation received outside the Contest Period are invalid and will not be entertained.

DURATION

1. The Contest runs for 28 days, starting from 4 February 2021 10:00:00 to 3 March 2021 23:59:59 following (UTC+08:00) Kuala Lumpur, Malaysia time zone (the "Contest Period").

CONTEST MECHANICS

1. To participate in the Contest, participants must purchase a minimum of RM48 worth of McDelivery order that includes at least one McDonald's Spicy Chicken with Apple Slices or Double Spicy Chicken with Apple Slices (the "Burger") during the Contest Period.
2. The top selected participants with the highest number of McDelivery order stand a chance to be the weekly winners.
3. On each week of the Contest Period, participant/s will be selected as the weekly grand prize winner and 3 (three) participants will be selected as the secondary prize and consolation prize winners, in accordance with the selection criteria in these Terms and Conditions. The weekly grand prize winner/s, secondary prize and consolation prize winners will be awarded with a prize (as defined below).

<u>Week</u>	<u>Starting & Closing Date for Participation</u>	<u>Prizes</u>
1	4 February 10.00.00am – 10 February 2021 11:59:59 PM	Huawei Watch GT 2 Pro (3 Winners) Huawei Watch Fit (1 Winner) RM50 McD Gift Certificate (2 Winners)
2	11 February 10.00.00am – 17 February 2021 11:59:59 PM	Huawei MatePad (2 Winners) Huawei Watch Fit (1 Winner) RM50 McD Gift Certificate (2 Winners)
3	18 February 10.00.00am – 24 February 2021 11:59:59 PM	Huawei MateBook 14 (1 Winner) Huawei Watch Fit (1 Winner) RM50 McD Gift Certificate (2 Winners)

4. Prizes are not transferable or exchangeable for cash, in part or in full. McDonald's Malaysia reserves the right to substitute the prize with that of a similar value at any time.
5. McDonald's Malaysia will not be responsible for any loss or damages during prize delivery.
6. Participants who did not get selected as the weekly winners may continue to take part in the following week. The number of McDelivery order made in the previously week will be reset.
7. For those who have been selected as winners, participations received are invalid and will not be entertained.

HOW TO WIN

1. Make a minimum purchase of RM48 worth of McDelivery order.
2. Ensure there is at least one (1) Spicy Chicken with Apple Slices OR one (1) Double Spicy Chicken With Apple Slices in your order.
3. The top selected participants with the highest number of McDelivery order stand a chance to be the weekly winners

SELECTION CRITERIA

1. The weekly top participants who purchases the most number of McDelivery order will be selected as the grand prize winner/s.
2. The weekly top selected participants who purchase the most number of McDelivery order will be selected as the secondary prize winners and consolation prize winners.
3. Winners will be contacted after each week ends via the announcement on the website and social media platform
4. Overall, the Contest will have a total of nineteen (20) winners which consist of grand prize, secondary prize and consolation prize combined.
5. McDonald's Malaysia's decision on the winners list is final. No further correspondence or appeal will be entertained.

WINNER ANNOUNCEMENT

Winners announcement will be made on McDonald's Malaysia Facebook Page (www.facebook.com/My.McDonalds), and McDonald's Malaysia website [[https:// www.mcdonalds.com.my/spicyapple/eatanapple](https://www.mcdonalds.com.my/spicyapple/eatanapple)].

USE OF PERSONAL DATA

All personal data provided by the Participant via online registration to McDonald's Malaysia for the purpose of this Contest, shall be deemed to have given with consent by the Participant. McDonald's Malaysia may disclose or share your personal data, gathered from such information provided by Participants vide this website, to our business partner and associates. McDonald's Malaysia makes it a priority to keep secure the personal data of individuals and the said personal data will be processed in relation to their participation in the Contest.

Please visit <https://www.mcdonalds.com.my/support-privacy/eng> to review and read the McDonald's Malaysia Privacy and PDP Policy. Participants acknowledge that they have read and accepted the McDonald's Malaysia Privacy and PDP Policy.

OWNERSHIP/USE RIGHTS

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.
2. McDonald's Malaysia reserves the right to reject any entries that are incorrect, incomplete, suspicious or invalid. The Participant agrees not to knowingly damage or cause interruption to the Contest and/or prevent others from entering the Contest.
 3. McDonald's Malaysia and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion, and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for: -
 - i. disruption, network congestion, malicious virus attacks, unauthorized data hacking, data corruption and server hardware failure or otherwise; any technical errors, whether due to inaccessibility of internet network
 - ii. telephone, electronic, hardware or software program, network, internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation, the incorrect or inaccurate capture of entry information online;
 - iii. late, lost, delayed, misdirected, incomplete, illegible or unintelligible communication including but not limited to e-mails;
 - iv. failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed computer transmissions;
 - v. any condition caused by events beyond the control of the McDonald's Malaysia that may cause the Contest to be disrupted or corrupted;
 - vi. any injuries, losses, or damages of any kind arising in connection with or as a result of the gift, or acceptance, possession, or use of the Prize, or from participation in the Contest; or
 - vii. any printing or typographical errors in any materials associated with the Contest
 4. By participating in the Contest, each participant agrees to release and hold McDonald's Malaysia and its employees, officers, directors, shareholders, agents, representatives, parent companies affiliates, subsidiaries, licensees, advertising, promotion, and fulfilment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind in connection with the Contest or resulting from acceptance, possession, use or misuse of the Prize, or travel to or from any gift-related activity, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy
 5. McDonald's Malaysia and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of the Prize, including, without limitation, their quality, merchantability or fitness for a particular purpose.
 6. Winners will be required to sign and return a release of liability, declaration of eligibility, and where lawful, publicity consent agreement, from McDonald's Malaysia. By participating in the Contest, winners agree to grant McDonald's Malaysia and their respective parent companies, subsidiaries, affiliates, licensees, directors, officers, agents, independent contractors and advertising/promotion agencies the use of data collected through the Contest website, likeness, biographical data and statements for purposes, including, without limitation, advertising, trade, or promotion, in perpetuity, in any and all media now known or hereafter devised, without compensation, unless prohibited by law. If the winners cannot be contacted and/or the registration is ineligible and/or fails to claim a Prize and/or fails to timely return the completed and executed declaration and releases as required, the Prize may be forfeited and an alternate winner may be selected. Refusal or return of the winners' notification as undelivered will also result in disqualification and an alternate winner may be selected. Appeals to check the status of entries will not be entertained.
 7. McDonald's Malaysia reserves the right to end the Contest earlier or extend the Contest Period at its own discretion.
 8. All costs, fees and/or expenses incurred or to be incurred by the Winners in relation to the Contest and/or to claim the Prize(s), which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the Winners.
 9. For the avoidance of doubt, the Prizes are provided by McDonald's Malaysia's suppliers. The Participant and/or Winner hereby acknowledge and agree that McDonald's Malaysia excludes all warranty and/or liability in connection with the awarded Prizes and/or the Contest. The Participant

shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Contest, redemption and/or usage of the Prizes. McDonald's Malaysia shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participant as a result of the participation in the Contest and/or the use of the Prizes.