

## McDONALD'S MALAYSIA – [Tap to Pay with Visa at McDonald's Drive-Thru Campaign]

### TERMS AND CONDITIONS

#### **A. Schedule to Conditions of Entry**

<b>1. <u>Organisers:</u></b>	The "Tap to Pay with Visa at McDonald's Drive-Thru Campaign" is a joint promotion, organised by Gerbang Alaf Restaurants Sdn. Bhd. (Company No:198001011565 (65351-M) (hereinafter referred to as "McDonald's") and Visa International (Asia Pacific) LLC –Malaysia Representative Office (hereinafter referred to as "Visa") (collectively referred to as the "Organisers").
<b>2. <u>Campaign:</u></b>	[ <b>Tap to Pay with Visa at McDonald's</b> ]
<b>3. <u>Campaign Period:</u></b>	<ol style="list-style-type: none"><li>1. The Campaign period starts on 01/09/2024 and ends on 30/11/2024.</li><li>2. The Organisers reserve the right to end the campaign earlier or extend the campaign at their own discretion.</li></ol>
<b>4. Entry Method and <u>Campaign Mechanism:</u></b>	<ol style="list-style-type: none"><li>1. Subject to the Eligibility Criteria under Clause 2 of the Conditions of Entry below, this Campaign is open to all new and existing principal and supplementary cardholder(s) of Visa Credit, Debit and Prepaid card issued in Malaysia and outside of Malaysia by any authorised financial institution ("<b>Visa Card</b>").</li><li>2. Customers who successfully purchased a <b>minimum of RM25 in a single receipt with a Visa card</b> at the participating McDonald's Drive Thru outlets ("<b>Eligible Visa Cardholders</b>") will be eligible to Oreo McFlurry ala carte for FREE ("<b>Rewards</b>") while stock lasts based on the allocated quantity for this campaign.</li><li>3. In determining the customer's eligibility for the Rewards, the Organisers' decision shall be final and conclusive.</li><li>4. All Rewards are awarded by the Organisers and/or their sponsors on an "as is" basis and are accepted by the Eligible Visa Cardholders without warranty or guarantee of any kind, whether express or implied. The Organisers and/ or their sponsors shall not be liable for any damages, losses, claims, costs or proceedings incurred or suffered by any person(s) as a result of their participation in the Campaign and/or acceptance of the Rewards.</li></ol>

	<ul style="list-style-type: none"><li>3. The Organiser shall reserve the right to request for evidence of identification documents from the Eligible Visa Cardholders.</li><li>4. The Organisers reserve the right, at their absolute discretion, to substitute any of the Rewards with any other rewards of similar value without any prior notice to the Eligible Visa Cardholders .</li></ul>
<p>5. <b><u>Additional Terms:</u></b></p>	<ul style="list-style-type: none"><li>a) The Organisers have the sole and absolute discretion in determining the customer’s eligibility to participate in the Campaign and/ or entitlement to receive any promotions and/or Rewards. The Organisers reserve the right to disqualify at any time, whether during or after the Campaign Period, any customer that has failed to comply with the terms and conditions of the Campaign or is suspected or found of tempering with any aspect of the Campaign. In the event of a disqualification after the Rewards have been awarded, the Organisers reserve the right to demand for the return of the Rewards or payment of their equivalent value from the disqualified Participant.</li><li>b) The Organiser excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to the Campaign or rewards 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.</li><li>b) The Organiser shall not be liable for any loss or damage that occurs to the Rewards during the delivery process. Any other additional costs (i.e. travel expenses, transportation cost, duties and taxes) involved to redeem or collect the Rewards shall be borne by the Eligible Visa Cardholders at their own cost.</li><li>c) Eligible Visa Cardholders must abide by the Terms and Conditions of the Organiser’ sponsors and/ or other third parties in arranging and/ or providing for all the Rewards, including any Terms and Conditions attached to all the Rewards, if any.</li></ul>

- d) The Rewards are non-transferable, non-assignable, non-returnable and not exchangeable for cash, credit, voucher and any other item in part or in full value.
- e) The decision of the Organisers in all matters relating to this Campaign shall be final and binding. No further correspondences, queries or appeals in respect of any decision of the Organisers shall be entertained
- f) The Organisers reserve the right to postpone, reschedule, cancel, shorten or suspend the Campaign Period and/ or terminate the Campaign at any time without prior notice or reason.
- g) The Organisers reserve the right to vary, modify, add, delete and/ or amend any of the Terms and Conditions herein at any time at their absolute discretion without any prior notice. Any new or amended Terms and Conditions shall supersede the existing Terms and Conditions with immediate effect. The Eligible Visa Cardholders shall not be entitled to claim any compensation from the Organisers for any and all losses and/ or damages suffered or incurred as a direct or indirect result of any of the foregoing acts by the Organisers.

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 customers who are eligible for this Campaign (hereinafter referred to as "Customers", "Customer" "Participants", "Participant", "You", "you", "your").

By participating in this Campaign, 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 Campaign Period, make offer substitutions, cancel, terminate or suspend the campaign in whole or in part. In the event of any changes to the Terms and Conditions, Participants agree that their continued participation in the campaign will constitute their acceptance of the Terms and Conditions (as changed).

### **2. 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 Campaign and submitting any personal information.
- 3.2 The Organiser may require a Participant to provide proof of eligibility to participate in the Campaign 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. Intellectual Property Rights**

- 4.1 By participating in the Campaign, all Participants agree and acknowledge that all intellectual property rights thereto shall belong to the Organisers and/ or their

sponsor(s) respectively and/ or their respective affiliated and related companies, as the case maybe.

## **5. Indemnity**

- 5.1 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 campaign, acceptance of any offer, and/or the use of the Participant's entry and/or likeness in connection with the campaign or violation of the Terms and Conditions,

## **6. Limitation of Liability**

- 6.1 The Participant's participation in the campaign shall be at the Participant's own risk.
- 6.2 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 campaign, as well as the redemption and/or utilisation of any offer received.

## **7. General**

- 7.1 The Organiser, its agents, sponsors and/or representatives shall not be liable to perform any of their obligations in respect of the Campaign 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.
- 7.2 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 Campaign.
- 7.3 Where the Terms and Conditions of the Campaign 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.

- 7.4 The Terms and Conditions of the Campaign shall be construed, governed and interpreted in accordance the laws of Malaysia.
- 7.5 By participating in the Campaign, all Participants agree and consent to the collection, use, processing, transfer across borders and/or disclosure of their personal data by the Organisers, their sponsor(s), agencies and/ or their respective affiliated and related companies for the purposes of any advertising, promotion, event or publicity in any form or media in any manner and anytime that the Organisers deem fit ("Publication") for and in relation to the Campaign without any prior notice to the Participants. This includes, without limitation, the Participants' names, photographs, images or likeness. The Participants shall not be entitled to claim any ownership and/ or other forms of compensation for such Publication.
- 7.6 The Organisers, their sponsor(s) and/ or agencies (including their respective affiliated and related companies) shall not be held responsible and/ or answerable to any direct, indirect, incidental, consequential or punitive damages, losses or whatsoever liabilities that arise from any Publication including but not limited to the posting of the same on the Organisers' and/ or their sponsors' websites and/ or social media pages, including without limitation to Facebook.

## **8. Privacy Notice**

- 8.1 By participating in the Campaign, 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>.