



**McDONALD'S MALAYSIA
SPICY CHICKEN McDELUXE™ THREE BITES CHALLENGE**

TERMS AND CONDITIONS

A. Schedule to Conditions of Entry

1. <u>Organizer:</u>	GERBANG ALAF RESTAURANTS SDN BHD (Co. No. 198001011565 (65351-M)) ("McDonald's Malaysia")
2. <u>Challenge:</u>	McDonald's Malaysia Spicy Chicken McDeluxe™ Three Bites Challenge
3. <u>Challenge Period & Venue:</u>	The challenge takes place on 11 July 2026, from 11:00am until 9:30pm at LG2, Central Avenue, Sunway Pyramid ("Venue"). The Organizer reserves the right, at its own discretion, to end the Challenge Period earlier or extend the same and/or change the venue of the Challenge at any time without prior notice.
4. <u>Eligibility:</u>	a) This Challenge is open to all individual legal residents of Malaysia aged 16 years and above as at the start of the Challenge Period, and with a valid identification document and residential address in Malaysia. b) Participants who are below 18 years of age must obtain the consent of their parent or legal guardian and must be accompanied by and remain under the supervision of their parent or legal guardian at the Challenge venue throughout the Challenge. The Organizer reserves the right to disqualify any participant below 18 years of age who is not accompanied by their parent or legal guardian. c) Prior to participating in the Challenge, all Participants must complete and sign an entry form, declaration and/or waiver in such form as may be prescribed by the Organizer, acknowledging and accepting the terms of the Challenge and the risks associated with participation. d) Participants below 18 years of age must have the entry form, declaration and/or waiver signed by their parent or legal guardian, who must be present at the Venue throughout the Challenge. e) The Organizer shall reserve the right to request evidence of identification documents. f) Employees of the Organizer, their immediate families, affiliates, subsidiaries, related agencies and suppliers and/or persons living in the same household are ineligible to join this Challenge. g) Participation in the Challenge is available via pre-registration and walk-in registration, subject to availability. h) Participation in the Challenge is limited and subject to the capacity, scheduling and operational requirements determined by the Organizer. i) Successfully registered Participants will be assigned to a Challenge session, timeslot or round as determined by the Organizer. j) Participation is on a first-come, first-served basis and is subject to slot availability and confirmation by the Organizer. k) The Organizer reserves the right to amend the number of Challenge sessions, rounds, timeslots and participant capacity at any time without prior notice.
5. <u>Entry Method & Challenge Mechanism:</u>	a) Participants who sign up for this Challenge will be served with 1x Spicy Chicken McDeluxe™ burger ala carte. b) Participants must consume the entire burger in exactly three (3) bites under the Organizer's and/or its authorised agent's/crew's supervision. c) Participants must comply with all instructions given by the Organizer, host, judges and/or authorised crew throughout the Challenge.

	d) Participants shall not: (i) tear, split or separate any part of the burger; (ii) remove ingredients from the burger; (iii) share the burger with another person or receive assistance from another person; (iv) engage in any conduct which, in the Organizer's opinion, undermines the fairness or intended spirit of the Challenge. e) Water may be consumed during the Challenge if permitted by the Organizer. f) Completion of the Challenge and compliance with these Challenge Mechanics shall be determined solely by the Organizer, judges and/or authorised crew, whose decision shall be final and binding. g) Participants who successfully complete the Challenge in accordance with these Challenge Mechanics ("Eligible Participants") shall be entitled to receive one (1) queue card to claim one (1) RM50 McDonald's Gift Certificate ("Reward"). h) The Organizer reserves the right, at its sole discretion, to remove, reject or disqualify any Participants it deems to have violated this Terms and Conditions or any applicable laws or regulations without giving any reason. In this regard, the Organizer's decision is final. i) By participating in this Challenge, the Participants acknowledge that the Challenge involves the consumption of spicy and fried food within a limited manner and may give rise to inherent risks, including but not limited to choking, gagging, difficulty swallowing, aspiration, allergic reactions, digestive discomfort, injury, illness or other adverse health consequences. Participants voluntarily assume all risks associated with their participation in the Challenge and agree that the Organizer shall not be liable for any loss, damage, injury or adverse health effects arising from or in connection with their participation, except where such liability cannot be excluded by law.
6. <u>Redemption Mechanism:</u>	a) Eligible Participant(s) must redeem the Reward immediately at the Venue. b) For the avoidance of doubt, only Eligible Participant who is allocated with the queue card will be entitled for the redemption. c) McDonald's Malaysia's decision on the list of Eligible Participant(s) shall be final and conclusive. No further correspondence or appeal will be entertained. Notes: i. The Organizer shall not be liable for any loss or damage that occurs to the Reward during the redemption process. Any other additional costs (i.e., travel expenses, transportation cost, duties, and taxes) involved to redeem or collect the Redemption shall be borne by the Eligible Participants at their own cost. ii. Reward is not transferable or exchangeable for cash, in part or in full. The Organizer reserves the right to substitute the Reward with that of a similar value at any time without prior notice. iii. The Organizer reserves the right, at its sole discretion, to remove, reject or disqualify the redemption if it finds it violating any of the terms or any applicable laws or regulation.
7. <u>Additional Terms:</u>	a) The Organizer excludes its responsibilities and all liabilities arising from any postponement, cancellation, delay or changes or modification to this Challenge or Reward 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.

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 challenge (hereinafter referred to as "Participants", "Participant", "You", "you", "your").

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

2. Challenge Entries

- 2.1 By submitting an entry to the Challenge, 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 Challenge, 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 Challenge 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 this Challenge and submitting any personal information. Such Participants must also comply with any additional requirements specified in Schedule A – Schedule to Conditions of Entry, including the requirement to be accompanied by and remain under the supervision of their parent or legal guardian throughout the Challenge, where applicable.
- 3.2 The Organizer may require a Participant to provide proof of eligibility to participate in this challenge 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 Challenge:

- (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 Challenge 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 this Challenge by fraud, cheating or deception; and/or
 - (b) are not eligible or unable to provide proof of eligibility to participate in this Challenge for verification by Organizer when requested.
- 5.3 In the event of a disqualification after the Reward has been redeemed, the Organizer reserves the right to demand for the return of the Reward or payment of its value from the disqualified Participant.
- 6. Reward**
- 6.1 The Organizer, its agents, sponsors and representatives shall have no liability to any Participant who defaults in collecting the Reward in accordance with the Redemption Mechanism in any respect whatsoever. The Organizer reserves the right to determine how uncollected Reward will be dealt with.
- 6.2 The Organizer reserves the right to substitute any one of the Reward(s) with items of equivalent value at any time without prior notice. Reward(s) 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 Reward shall be the responsibility of the Winner.
- 6.4 All Rewards must be taken according to the terms and conditions of the Organizer, its agent sponsor or third party providing the Rewards.
- 6.5 Reward(s) are given out on an “as it is” basis. The Reward shall be used/taken entirely at the risk of the Participants and the Organizer excludes all warranties and liabilities in connection with the Reward to the fullest extent permitted by law.
- 6.6 Where a Participant is under the age of 18 years of age, the Participant must be accompanied by their parent/legal guardian throughout the Challenge Period.
- 7. Publicity**
- The Organizer may use a Participant’s entry or redemption submission including without limitation, photos, drawings, text, and any other content or information submitted for purposes of this **Challenge** (collectively the “Materials”), and the Participant’s name, and/or likeness, for advertising, publicity and giveaway 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 this Challenge 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 Challenge, acceptance of any Reward, and/or the use of the Participant’s entry and/or likeness in connection with the Challenge or violation of the Terms and Conditions,

10. Limitation of Liability

- 10.1 The Participant's participation in this Challenge 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 this Challenge, as well as the redemption and/or utilization of any Reward.

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 Challenge (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 Challenge 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 materials) in connection with this Challenge, in particular that relates to the Reward, are the properties of their respective owners. This Challenge 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 Challenge.
- 12.5 Where the Terms and Conditions of this Challenge 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 this Challenge shall be construed, governed, and interpreted in accordance the laws of Malaysia.

13. Privacy Notice

- 13.1 By participating in this Challenge, 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>.