

**CONSUMER GAME OF CHANCE COMPETITION**

**SCHEDULE TO CONDITIONS OF ENTRY**

<b>Competition</b>	Macca's® Summer Cash Giveaway																																																						
<b>Promoter</b>	McDonald's Australia Limited (ABN 43 008 496 928) of 21 – 29 Central Avenue, Thornleigh, New South Wales 2120; telephone: (02) 9875 6666.																																																						
<b>Competition Period</b>	The Competition commences at <b>12:01AM (AEDT)</b> on <b>1/12/2020</b> and closes at <b>11:59PM (AEDT)</b> on <b>31/12/2020</b> .																																																						
<b>Promotional Stages</b>	<p>The Competition Period will be divided into the following promotional stages commencing at 12:01AM (AEDT) and closes at 11:59PM (AEDT) on each Promotional Stage Date:</p> <table border="1"><thead><tr><th><b>Promotional Stage</b></th><th><b>Promotional Stage Date</b></th></tr></thead><tbody><tr><td>Promotional Stage 1</td><td>1/12/2020</td></tr><tr><td>Promotional Stage 2</td><td>2/12/2020</td></tr><tr><td>Promotional Stage 3</td><td>3/12/2020</td></tr><tr><td>Promotional Stage 4</td><td>4/12/2020</td></tr><tr><td>Promotional Stage 5</td><td>5/12/2020</td></tr><tr><td>Promotional Stage 6</td><td>6/12/2020</td></tr><tr><td>Promotional Stage 7</td><td>7/12/2020</td></tr><tr><td>Promotional Stage 8</td><td>8/12/2020</td></tr><tr><td>Promotional Stage 9</td><td>9/12/2020</td></tr><tr><td>Promotional Stage 10</td><td>10/12/2020</td></tr><tr><td>Promotional Stage 11</td><td>11/12/2020</td></tr><tr><td>Promotional Stage 12</td><td>12/12/2020</td></tr><tr><td>Promotional Stage 13</td><td>13/12/2020</td></tr><tr><td>Promotional Stage 14</td><td>14/12/2020</td></tr><tr><td>Promotional Stage 15</td><td>15/12/2020</td></tr><tr><td>Promotional Stage 16</td><td>16/12/2020</td></tr><tr><td>Promotional Stage 17</td><td>17/12/2020</td></tr><tr><td>Promotional Stage 18</td><td>18/12/2020</td></tr><tr><td>Promotional Stage 19</td><td>19/12/2020</td></tr><tr><td>Promotional Stage 20</td><td>20/12/2020</td></tr><tr><td>Promotional Stage 21</td><td>21/12/2020</td></tr><tr><td>Promotional Stage 22</td><td>22/12/2020</td></tr><tr><td>Promotional Stage 23</td><td>23/12/2020</td></tr><tr><td>Promotional Stages 24</td><td>24/12/2020</td></tr><tr><td>Promotional Stages 25</td><td>25/12/2020</td></tr><tr><td>Promotional Stages 26</td><td>26/12/2020</td></tr></tbody></table>	<b>Promotional Stage</b>	<b>Promotional Stage Date</b>	Promotional Stage 1	1/12/2020	Promotional Stage 2	2/12/2020	Promotional Stage 3	3/12/2020	Promotional Stage 4	4/12/2020	Promotional Stage 5	5/12/2020	Promotional Stage 6	6/12/2020	Promotional Stage 7	7/12/2020	Promotional Stage 8	8/12/2020	Promotional Stage 9	9/12/2020	Promotional Stage 10	10/12/2020	Promotional Stage 11	11/12/2020	Promotional Stage 12	12/12/2020	Promotional Stage 13	13/12/2020	Promotional Stage 14	14/12/2020	Promotional Stage 15	15/12/2020	Promotional Stage 16	16/12/2020	Promotional Stage 17	17/12/2020	Promotional Stage 18	18/12/2020	Promotional Stage 19	19/12/2020	Promotional Stage 20	20/12/2020	Promotional Stage 21	21/12/2020	Promotional Stage 22	22/12/2020	Promotional Stage 23	23/12/2020	Promotional Stages 24	24/12/2020	Promotional Stages 25	25/12/2020	Promotional Stages 26	26/12/2020
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	Promotional Stages 28	28/12/2020
	Promotional Stage 29	29/12/2020
	Promotional Stage 30	30/12/2020
	Promotional Stage 31	31/12/2020
<b>Eligible Entrants</b>	Entry is only open to residents of Australia aged 14 years or older (please refer to clause 3 of the Conditions of Entry for additional eligibility requirements).	
<b>Participating Restaurants</b>	<p>The competition will be conducted in all restaurants of the Promoter in Australia.</p> <p>A Participating Restaurant may cease to be a Participating Restaurant if circumstances arise due to the COVID-19 crisis that cause the Participating Restaurant to close or otherwise modify operations.</p> <p>Where a Participating Restaurant ceases to be a Participating Restaurant, the draw for that Participating Restaurant will take place in accordance with these Terms and Conditions and will be drawn from the pool of Eligible Entrants that have entered the Promotion within the Promotional Stage(s) that the restaurant was a Participating Restaurant.</p>	
<b>Eligible Products</b>	<p>Any product on the McDonald's® menu available for purchase during the Competition Period.</p> <p>Products purchased via McDelivery® are <b>not</b> eligible.</p>	
<b>Promotional Site</b>	<a href="http://www.maccascashgiveaway.com.au">www.maccascashgiveaway.com.au</a>	
<b>Entry Mechanic</b>	<p>To enter the Competition, Eligible Entrants must, during the Competition Period, either:</p> <ol style="list-style-type: none"> <li>a) Complete a single transaction of \$10.00 or more (“<b>Eligible Transaction</b>”) at a cash register, kiosk or in the drive-thru from a Participating Restaurant;</li> <li>b) Entrants will receive a unique code printed on their receipt for each Eligible Product purchased. Receipts must be retained as proof of purchase; and</li> <li>c) Log onto the Promotional Site and correctly and successfully submit the online entry form in the manner required.</li> </ol> <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> <li>a) Download, install and launch the mymaccas® application (“<b>App</b>”) on their compatible mobile device. The application is available free of charge and can be downloaded via the Apple App Store for Apple iPhone devices or via Google Play for Android devices;</li> <li>b) Complete an Eligible Transaction via the App from a Participating Restaurant. Electronic receipts must be retained as proof of purchase; and</li> </ol>	

c) Eligible Entrants will automatically be entered into the Competition once their Eligible Transaction via the App is processed.

AND

Eligible Entrants will automatically receive one (1) additional entry into the promotion for each Eligible Transaction made via the App using a Debit/Credit Card.

Eligible Entrants must follow the Entry Mechanic to receive an entry into the corresponding Promotional Stage draw.

Products purchased or transactions made via McDelivery are **not** eligible.

**Entry Limit**

Multiple entries permitted, however each entry must be substantially unique, must be submitted separately and must independently comply with these Conditions of Entry.

**Draw**

All entries received by the Promoter during a given Promotional Stage will be entered into a draw. Non-winning entries will **not** rollover into any subsequent draws.

Each Promotional Stage will have its own draw at Creata, 6/3 Central Avenue, Thornleigh NSW 2120 at **1:45pm (AEDT)** on the dates set out below:

<b>Draw</b>	<b>Draw Date</b>
Promotional Stage 1	2/12/2020
Promotional Stage 2	3/12/2020
Promotional Stage 3	4/12/2020
Promotional Stage 4	5/12/2020
Promotional Stage 5	6/12/2020
Promotional Stage 6	7/12/2020
Promotional Stage 7	8/12/2020
Promotional Stage 8	9/12/2020
Promotional Stage 9	10/12/2020
Promotional Stage 10	11/12/2020
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Promotional Stage 18	19/12/2020
Promotional Stage 19	20/12/2020
Promotional Stage 20	21/12/2020
Promotional Stage 21	22/12/2020

	Promotional Stage 22	23/12/2020
	Promotional Stage 23	24/12/2020
	Promotional Stages 24, 25, 26, 27 & 28	29/12/2020
	Promotional Stage 29	30/12/2020
	Promotional Stage 30	31/12/2020
	Promotional Stage 31	4/01/2021
<b>Notification</b>	Within 72 hours of each relevant Promotional Stage, winners will be notified in writing via email and their first initial, surname, State and relevant Participating Restaurant will be published on the Promotional Site and will remain on the Promotional Site for at least 28 days.	
<b>Unclaimed Prize Draw</b>	<p>In the event of any unclaimed Prize(s), the Promoter will hold an unclaimed prize draw at <b>1:45pm (AEST) on 6/4/2021</b> at Creaa, 6/3 Central Avenue, Thornleigh NSW 2120 in order to award the Prize(s) if unclaimed by that date. Unclaimed Prize Draw winners (if any) will be notified in writing via email and their first initial, surname, State and Restaurant purchased at will be published on the Promotional Site on <b>1/5/2021</b> and will remain on the Promotional Site for at least 28 days.</p> <p>The Promoter may conduct Unclaimed Prize Draw from all non-winning entries from each Promotional Stage.</p>	
<b>Prize(s)</b>	The first ten (10) eligible entries randomly drawn in each Draw from all entries received during each given Promotional Stage within the Competition Period will each win <b>\$10,000 cash</b> , valued at AUD <b>\$10,000</b> .	
<b>Prize Distribution</b>	The Prizes will be provided to each winner by electronic funds transfer to an Australian bank account nominated by the winner in writing. Bank account details will be requested from each winner after each winner has received Notification that they have won a prize.	
<b>Total Maximum Prize Value</b>	Total maximum value of all Prize(s) awarded in the Competition is up to AUD <b>\$3,100,000</b> .	
<b>Permit Numbers</b>	NSW: TP/00246; ACT: TP 20/01288 SA: T20/1193	

## CONSUMER GAME OF CHANCE COMPETITION

### CONDITIONS OF ENTRY

1. Information on how to enter and Prize(s) form part of the Schedule and these Conditions of Entry. These Conditions of Entry must be read in conjunction with the Schedule for the Competition. Entry into the Competition is deemed acceptance of the Schedule and these Conditions of Entry. Capitalised terms and expressions appearing in these Conditions of Entry are as defined in the Schedule or these Conditions of Entry. Unless the contrary intention appears, a reference to the singular includes the plural and vice versa. The Schedule will prevail to the extent of any inconsistency between the Schedule and these Conditions of Entry. If applicable, these Conditions of Entry apply to each Participating Restaurant except where context in these Conditions of Entry indicates otherwise.
2. The Competition is open to Eligible Entrants. The following parties are **ineligible** to enter the Competition:
  - a. corporate employees of the Promoter (including directors and management), and their Immediate Families;
  - b. franchisees and their Immediate Families;
  - c. the restaurant staff and managers of the Promoter;
  - d. The Promoter's related entities, corporations or franchisees (if applicable), printers, suppliers, providers and agencies whom are directly associated with the conduct of this Competition are **ineligible** to enter the competition, this includes but is not limited to the following entities:
    - i. Creta
    - ii. DDB and its affiliates (Mango, Tribal, Track)
    - iii. Capgemini
    - iv. GuihenJones
    - v. CtrlGroup
    - vi. vonMuenster Legal
    - vii. Digitas
    - viii. IVEO
    - ix. OMD
3. Eligible Entrants aged under 18 years must obtain the consent of their parent or legal guardian to enter the Competition and provide Personal Information about themselves (if required). Entrants who are under the age of 18 years and enter the Competition without disclosing (or attempting to conceal) their age (as and where required) and/or do not provide the required parental or guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Eligible Entrants and any parent or legal guardian who gives their consent (for Eligible Entrants aged under 18 years). If any winner is aged under 18 years, the Prize will be awarded to the parent or legal guardian who consented to the winner entering the Competition, on behalf of the winner, at the sole discretion of the Promoter and that parent or legal guardian must accompany the Eligible Entrant for the duration of the Prize (if applicable).
4. Eligible Entrants may enter the Competition during the Competition Period in accordance with the Entry Mechanic. Eligible Entrants must provide all information required to enter the Competition, which may include, but is not limited to, their full name, gender, date of birth, residential address, current and valid email address, contact telephone number and mobile telephone number and, if applicable, the date of purchase of the Eligible Product and the location of the Participating Restaurant where the Eligible Product purchase transaction was made.

5. Eligible Entrants may enter up to the Entry Limit. If multiple entries are not permitted, any subsequent entry after the first valid entry is received will be deemed invalid. If multiple entries are permitted, each entry must be submitted separately and, if purchase is required, must be based on a separate Eligible Product purchase transaction. All entries must independently comply with these Conditions of Entry. Entries must be original and photocopies or images of entries will not be accepted. Entries received will be considered final by the Promoter. The Promoter accepts no responsibility for late, lost or misdirected entries. Incomplete, inaccurate, erroneous, ineligible or incomprehensible entries will be deemed invalid. Contact details entered incorrectly by an Eligible Entrant will deem their entry invalid.
6. If purchase is required, each Eligible Entrant must retain and may be required to present proof of purchase of each Eligible Product in order to claim a Prize. An Eligible Entrant may be required to provide to the Promoter proof of purchase for all entries made, upon request by the Promoter. If an Eligible Entrant is unable to provide proof of purchase for all entries made within the required timeframes, then all the entries of that Eligible Entrant will be ineligible and deemed invalid. For each Eligible Product purchased during the Competition Period, proof of purchase, if required, may include showing the original and providing a copy of the purchase receipt, which must clearly specify where the Eligible Product was purchased and that the Eligible Product was purchased during the Competition Period but prior to entry. Selection of Eligible Products is subject to availability at each Participating Restaurant and based on reasonably anticipated demand. Eligible Products may not be available for sale in all Participating Restaurants at all times during the Competition Period. The Promoter accepts no responsibility for any Eligible Products being unavailable at a Participating Restaurant during the Competition Period.
7. The decision by the Promoter to accept or reject an entry is in the Promoter's sole discretion and no correspondence will be entered into. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive, obscene, crude or inappropriate in any way or that the Promoter considers may infringe any intellectual property rights or other rights of any person, corporation or entity will not be accepted as an eligible entry into the Competition. This includes, but is not limited to, any entry which the Promoter considers to be disparaging to its or McDonald's (if McDonald's is not the Promoter) products and/or services or is otherwise not in keeping with the spirit of the Competition.
8. The first eligible entry or entries (as applicable) randomly drawn in the Draw(s) will win the Prize(s). All Prize(s) are subject to the Prize supplier's prevailing terms and conditions of use and these Conditions of Entry (including the Schedule). It is a condition of accepting a Prize that the winner (and their parent or legal guardian, if the winner is aged under 18 years) may be required to sign legal release(s) (including Prize acceptance release(s)) in a form determined by the Promoter in its sole discretion.
9. The Promoter may draw additional reserve entries in the Draw(s) and record them (in order) in case an invalid entry or ineligible entrant is drawn or if any Eligible Entrant drawn is unable to accept or declines to participate in a Prize, in which event the Promoter will award the Prize to the first reserve entry drawn and will continue this process until the Prize is awarded. If after this process any Prize(s) are still not awarded, or if any Eligible Entrant(s) drawn cannot be notified, the Promoter will hold the Unclaimed Prize Draw.
10. The Promoter will conduct the Unclaimed Prize Draw to distribute any Prize(s) unclaimed by that date.

11. The winner(s) will be notified in writing and published in the Publication (if applicable). Eligible Entrants agree that the Promoter may, in the event they are a winner, publish their name and locality in any media, as required under the relevant Australian State or Territory or New Zealand lottery legislation. The Promoter will take all reasonable steps to notify winner(s). The Promoter's decision is final and no correspondence will be entered into.
12. The value of all Prize(s) is the Total Maximum Prize Value. The Prize(s) are not transferable or exchangeable and cannot be taken as cash (unless otherwise indicated). The Prize(s) must be taken as offered and cannot be varied or redeemed in conjunction with any other offer. The Promoter accepts no responsibility for any tax implications that may arise from Prize winnings. Independent financial advice should be sought. The Promoter accepts no responsibility for any variation in Prize value. All Prize values are the recommended retail price including GST.
13. Eligible Entrants can only enter in their own name. The Promoter reserves the right to request the Eligible Entrant produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the Eligible Entrant's identity, age, residential address, eligibility to enter and claim a Prize, and any information submitted by the Eligible Entrant in entering the Competition, before issuing a Prize (including confirming consent of an Eligible Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian who gave their consent, where an Eligible Entrant is under 18 years of age, if applicable). The Promoter reserves the right to verify the validity of any and all entries and to disqualify any Eligible Entrant for: (a) tampering with the entry process; (b) submitting an entry which is not in accordance with these Conditions of Entry; or (c) engaging in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Competition. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. A Prize will only be awarded following any winner validation and verification that the Promoter or its agents require in their absolute discretion.
14. If the Competition is not capable of running as planned and/or a Prize (or element of a Prize) becomes unavailable for any reason beyond the reasonable control of the Promoter (including safety or participation delays caused by disease, epidemic, pandemic), the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Competition and/or if necessary to provide comparable prize(s) (or prize element) of equal or greater value to the original Prize(s), subject to any written directions made under applicable Australian State or Territory or New Zealand legislation.
15. The Promoter, its franchisees (if applicable) and its associated agencies and companies exclude all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable Consumer Guarantee under the Consumer Laws), for any direct or indirect injury, loss and/or damage arising in any way out of the Competition. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Competition and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Competition as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries, Prize claims or Prize(s); and/or (iv) acceptance and/or use of any Prize. Applicable manufacturers and/or distributors should be contacted in regards to all Prize warranty claims (where applicable).
16. As a condition of entering the Competition, an Eligible Entrant consents to, in the event they are a winner, the Promoter using the Eligible Entrant's entry, name, locality, likeness, image and/or voice

(including photograph, film and/or recording of the same) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Competition (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Eligible Entrant agrees that, in the event they are a winner, they will participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter and its agents.

17. As a condition of participating in a Prize, a winner must procure that the winner's companion(s) (if applicable) also consents to the Promoter using their name, locality, likeness, image and/or voice (including photograph, film and/or recording of the same) in the manner set out in this condition and agrees to participate in all reasonable promoted activities in relation to the Competition as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter and its agents to give effect to this condition.
18. An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter.
19. The Promoter may collect Personal Information about Eligible Entrants to include them in the Competition, award Prize(s) (where appropriate) and use the information to assist in improving its goods and services. If the Personal Information requested is not provided, Eligible Entrants cannot participate in the Competition and are deemed ineligible. If the Promoter collects an Eligible Entrant's Personal Information, the Promoter will provide to the Eligible Entrant, at time of entry into the Competition, a collection statement that details the Personal Information being collected, the purpose of its collection, where the Personal Information will be stored and how it will be shared with third parties. The collection statement will comply with the Promoter's disclosure obligations under the *Privacy Act 1988* (Cth).
20. Eligible Entrants can gain access to, update or correct any of their Personal Information held by the Promoter by contacting the Promoter's Privacy Officer at the premises of the Promoter (if McDonald's is not the Promoter) or at PO BOX 392, Pennant Hills NSW 2120 (in Australia) or 302 Great South Road, Greenlane, Auckland 1051 (in New Zealand) (if McDonald's is the Promoter). All Personal Information will be treated and stored by the Promoter in accordance with the Promoter's Privacy Policy. A copy of the Promoter's Privacy Policy may be obtained at [mcdonalds.com.au](http://mcdonalds.com.au) and [mcdonalds.co.nz](http://mcdonalds.co.nz). These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
21. McDonald's is committed to helping its customers make informed decisions about their food and beverage choices. McDonald's provides healthier food and beverage options for adults and children and ensures nutritional information is easily accessible to its customers on its websites ([mcdonalds.com.au](http://mcdonalds.com.au) / [mcdonalds.co.nz](http://mcdonalds.co.nz)), in its restaurants and, if possible, on product packaging.
22. Eligible Entrants must at all times adhere to any government directions in response to COVID-19 (e.g. social distancing, lockdown measures). Eligible Entrants acknowledge that the Entry Mechanic may be limited or restricted as a result of such directions and Eligible Entrants agree that the Promoter will not bear any responsibility or liability for the manner in which the Entry Mechanic is limited or restricted.
23. In these Conditions of Entry: "**Consumer Laws**" means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) in Australia and the *Consumer Guarantees Act 1993* in New Zealand. "**Immediate Families**" means any of the following: spouse, ex-spouse, de-facto spouse, child or



step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or cousin. **“McDonald’s”** means McDonald’s Australia Limited (ABN 43 008 496 928) of 21 – 29 Central Avenue, Thornleigh, New South Wales 2120 and/or McDonald’s Restaurants (New Zealand) of 302 Great South Road, Greenlane, Auckland 1051 (as applicable). **“Personal Information”** means in Australia, for the purpose of the *Privacy Act 1988* (Cth), information or an opinion about an identified individual, or an individual who is reasonably identifiable, whether the information or opinion is true or not and whether the information or opinion is recorded in a material form or not and in New Zealand, for the purpose of the *Privacy Act 1993*, information about an identifiable individual.