

FEAST MODE

CONDITIONS OF ENTRY

PROMOTION

1. The McDonald's Feast Mode Promotion ("**Promotion**") is conducted by McDonald's Restaurants Limited New Zealand 302 Great South Road, Greenlane, Auckland 1051, New Zealand ("**Promoter**").
2. Information on how to enter, mechanics of entry and prizes form part of these Conditions of Entry and can be located on www.mcdonalds.co.nz (the "**Promotional Website**"). Entry into the Promotion is deemed acceptance of these Conditions of Entry by each Entrant.
3. Unless otherwise indicated, all times and dates specified in these Conditions of Entry are times and dates in New Zealand.
4. In these Conditions of Entry, New Zealand McDonald's restaurants that are participating in the Promotion are referred to as "**McDonald's Restaurants**".

PROMOTIONAL DATES

5. Promotion starts at 5.00AM NZST on 3 September 2025 and ends at 11.59PM NZDT 26 October 2025 (the "**Promotional Period**"). **Instant Win Food Prizes must be claimed within the Promotional Period.**
6. Subject to the terms of these Conditions of Entry, each eligible transaction made using the McDonald's App at a participating McDonald's Restaurants between 5.00AM NZST on 3 September 2025 and 11.59PM NZDT 21 October 2025 (inclusive) (the "**Purchase Period**") will entitle the purchaser to:
 - a. one (1) chance to win an Instant Win Food Prize via the McDonald's App game; and
 - b. one (1) entry into the Weekly \$10,000 Cash Draw.

ELIGIBILITY

7. Entry into the Promotion is only open to New Zealand citizens and permanent residents ("**New Zealand Residents**") aged 16 years and older as at the time of entry who remain New Zealand Residents for the duration of the Promotional Period ("**Entrants**"). The directors, management and employees (and their immediate family) of the Promoter, its related entities, related bodies corporate or franchisees, printers, suppliers, providers, software providers and developers, and agencies associated with this Promotion are ineligible to enter the Promotion. Immediate family 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 1st cousin.
8. Entrants must be or become registered members of the MyMacca's Club during the Purchase Period and remain registered members for the remaining duration of the Promotional Period.
9. Entrants aged less than 18 years must obtain the consent of their parent or legal guardian to enter the Promotion and provide personal information about themselves. All entries of Entrants who are aged less than 18 years who enter the Promotion while attempting to conceal (or without disclosing) their age (as and where required) and/or do not provide the required parental or legal guardian consent (as and where required) will be deemed invalid. These Conditions of Entry will bind the Entrants and any parent or legal guardian who gives their consent (for Entrants aged less than 18 years). Persons who are aged less than 16 years old are ineligible to enter and participate in the Promotion. All entries and attempted prize redemptions of persons who are aged less than 16 years old will be deemed invalid.

ELIGIBLE PRODUCTS

10. In this Promotion, any Large Combo Meal when purchased from a participating McDonald's Restaurant during the Purchase Period is an "**Eligible Product**". For the avoidance of doubt, breakfast item combos or Share Meals cannot be upgraded to a Large Combo and are not included as an Eligible Product in this Promotion.
11. Any Eligible Product sold as part of a MyMacca's® App Deal are included as an Eligible Product for the purpose of the Promotion. Selection of Eligible Products is subject to availability at each participating McDonald's Restaurant and is based on reasonably anticipated demand. Eligible Products may not be available for sale in all McDonald's Restaurants at all times during the Purchase Period. The Promoter

accepts no responsibility for any Eligible Products being unavailable at a participating McDonald's Restaurant during the Purchase Period.

HOW TO ENTER THE PROMOTION

12. Entrants must be or become registered members of MyMacca's on the McDonald's App and accept the terms and conditions to participate in the Promotion in the manner directed within the McDonald's App. If the Entrant is not yet a member of MyMacca's, join MyMacca's in the manner required by registering an account as set out in clause 60 below.
13. In this Promotion, each Eligible Product purchased (via cash register, kiosk or drive-thru only) at a participating McDonald's Restaurant during the Purchase Period when the purchaser scans or reads out their McDonald's App code ("**Eligible Purchase**") will entitle the purchaser, subject to these Conditions of Entry, to:
 - a. one chance to play for an Instant Win Food Prize (each a "**Play**"); and
 - b. one entry into the Weekly Cash Draw (each an "**Entry**")

together, ("**Promotion Entries**"). If a purchaser purchases multiple Eligible Products, then they will receive the corresponding number of Promotion Entries provided that each Play and Entry complies with these Conditions of Entry.

- 13A. **Bonus Play:** Each Entrant will receive one (1) additional Play upon making their first Eligible Purchase during the Purchase Period ("**Bonus Play**"). The Bonus Play will be in addition to any Plays earned from that first Eligible Purchase. The Bonus Play is limited to one (1) per Entrant during the Purchase Period, regardless of the number Eligible Products purchased. The Bonus Play does not apply to the Weekly Cash Draw or entitle the Entrant to an additional Entry.
- 13B. **Double Play Day:** The Promoter may, at its sole discretion, designate one (1) or more days during the Purchase Period as a "**Double Play Day**". On a Double Play Day, each Eligible Purchase will entitle the Entrant to double the usual number of Plays. For example, if an Entrant purchases two (2) Eligible Products on a Double Play Day, they will receive four (4) Plays. If such purchase is also the Entrant's first Eligible Purchase during the Purchase Period, they will receive a total of five (5) Plays (four (4) Plays from the Double Play Day allocation plus one (1) Bonus Play). Each Double Play Day (if any) will only apply for a 24-hour period as determined by the Promoter and communicated via channels chosen by the Promoter. The Double Play Day does not apply to the Weekly Cash Draw or entitle the Entrant to any additional Entries into the Weekly Cash Draw.
14. Purchases made via McDelivery® are not eligible for entry into this Promotion. Entrants must have a MyMacca's Club Account and use the McDonald's App to enter this Promotion.

PROMOTION ENTRIES CANNOT BE TRANSFERRED

15. Promotion Entries cannot be transferred by the Entrant who made the Eligible Purchase, to any other person, whether by gift, sale, trade, barter, auction or otherwise by 'transferring to another', and whether the transaction was initiated privately or in a public forum, including but not limited to via online auction or purchase sites (for example eBay, Trade me or Marketplace) or used for any other purpose. Such online auction or purchase sites generally prohibit their users from infringing any laws, third party rights or the policies of the site itself.
16. Any Promotion Entries that have been transferred are void and accordingly, any Instant Win Food Prize claim that has been so transferred is invalid. Any person who is a party to such a transfer may be refused entry into or disqualified from participating in the Promotion in the Promoter's sole discretion.

HOW TO WIN AN "INSTANT WIN FOOD PRIZE"

17. For a chance to win an Instant Win Food Prize, the Entrant must enter the Promotion as set out in clause 12 above and follow the prompts in the manner directed in the McDonald's App which will prompt an Entrant to play a game. To Play, an Entrant must, during the Purchase Period:
 - a. complete an Eligible Purchase from a participating McDonald's Restaurant; and
 - b. engage with the Promotion game (known as Feast Mode 'Cup Smash') in the manner directed in the McDonald's App and via the McDonald's App; and

- c. reveal an instant on-screen notification (“**Promotional Notification**”) confirming whether or not the Play has won an Instant Win Food Prize and the corresponding food prize (if applicable).
18. If the Promotional Notification is revealed to be a winner on the McDonald’s App then the Entrant is entitled, subject to these Conditions of Entry, to claim the corresponding Instant Win Food Prize shown on the Promotional Notification and the table below in clause 21 (an “**Instant Win Food Prize**”). The Instant Win Food Prize will be added to the Entrant’s virtual offer wallet in the McDonald’s App to be redeemed on your next visit to a participating McDonald’s Restaurant.
19. A Play cannot be submitted more than once via the McDonald’s App and cannot be used to submit more than one (1) Instant Win Food Prize claim.
20. On average, across the Purchase Period, one (1) in two (2) Plays will result in an Instant Win Food Prize. For the avoidance of doubt, the Promoter does not guarantee that Entrants participating in the Promotion will receive an Instant Win Food Prize with two (2) Plays in the Promotion.

INSTANT WIN FOOD PRIZES

21. The available Instant Win Food Prizes are as follows:

Instant Win Food Prizes	SLP	Maximum Number of Prizes
BIG MAC® OR QUARTER POUNDER®	\$8.40	26,981.00
MCCHICKEN® OR 6PC CHICKEN MCNUGGETS®	\$8.10	26,981.00
BACON & EGG OR FILET-O-FISH®	\$8.10	26,981.00
CHEESEBURGER OR SAUSAGE MCMUFFIN®	\$6.40	53,961.00
FRUIT BAG OR SML MCCAFFÉ® COFFEE	\$4.90	53,961.00
SMALL SUNDAE OR APPLE PIE	\$4.50	80,942.00
SMALL FRIES OR HASH BROWN OR SOFT SERVE CONE	\$4.00	107,922.00
TOTAL		539,612.00

22. Additional terms and conditions are also detailed in Schedule 1 of these Conditions of Entry.
23. The procedures set out in clauses 24 – 29 must be followed to complete an Instant Win Food Prize.

HOW TO CLAIM AN “INSTANT WIN FOOD PRIZE”

24. The Entrant may, during the applicable Promotional Period, claim the Instant Win Food Prize stated by:
 - a. opening the McDonald’s App on their compatible mobile device and following the prompts in the manner required to select the relevant Instant Win Food Prize in their virtual offer wallet;
 - b. clicking the ‘Redeem’ button on the relevant Instant Win Food Prize or otherwise following the prompts to redeem the Instant Win Food Prize; and
 - c. presenting their compatible mobile device containing the Instant Win Food Prize to a crew member at a participating McDonald’s Restaurant at the time of placing an order.
25. **IMPORTANT:** after pressing the ‘Redeem’ button in the McDonald’s App the Instant Win Food Prize must be claimed in store within fifteen (15) minutes. If an Instant Win Food Prize is not claimed within fifteen (15) minutes, the Instant Win Food Prize will drop back into the Entrant’s virtual offer wallet after approximately thirty (30) minutes of initially pressing the ‘Redeem’ button.
26. Instant Win Food Prizes may only be claimed when the relevant Instant Win Food Prize is available for purchase at participating McDonald’s Restaurants. No changes to any food prize are permitted.
27. Only one (1) Instant Win Food Prize may be claimed with each order or in any transaction. Instant Win Food Prizes may only be redeemed once.
28. Instant Win Food Prizes may not be redeemed via McDelivery®.

29. Any Instant Win Food Prizes that remain unclaimed or are not redeemed by the end of the Promotional Period will be void and forfeit. No compensation will be payable if an Entrant is unable to claim an Instant Win Food Prize as stated for whatever reason. Any Instant Win Food Prizes that remain undistributed at the end of the Promotional Period will be deemed unclaimed, and therefore void, and the Promoter will be under no obligation to distribute unclaimed or remaining Instant Win Food Prizes at the end of the Promotional Period.

INSTANT WIN FOOD PRIZES GENERALLY

30. Each Instant Win Food Prize is valued in New Zealand Dollars inclusive of GST (if any) as at 3 September 2025. The Promoter takes no responsibility for any variations in the value of an Instant Win Food Prize.
31. If an Instant Win Food Prize becomes unavailable, for any reason beyond the Promoter's reasonable control (as applicable), then a comparable Instant Win Food Prize of equal or greater value will be awarded in lieu at the Promoter's discretion.
32. Instant Win Food Prizes are not transferable or exchangeable and cannot be taken as cash. Instant Win Food Prizes must be taken as offered and cannot be varied. Instant Win Food Prizes cannot be used or redeemed in conjunction with any other offer.
33. The maximum number of each Instant Win Food Prize that may be won are specified in the Instant Win Food Prize Table (see clause 21). The maximum total value of all available Instant Win Food Prizes is up to **NZD \$2,069,418.90**.

WEEKLY CASH PRIZE DRAW

34. To enter the Weekly Cash Prize Draw, Entrants must enter the Promotion as set out in clause 12 above and make an Eligible Purchase. Each Eligible Purchase will give the Entrant an automatic entry into a Weekly Cash Prize Draw.
35. For the purposes of determining Weekly Cash Prize Draw winners, the Promotional Period will be divided into seven (7) weekly promotional stages, commencing and closing on the dates set out in the table below at clause 40 (each, a **Weekly Promotional Stage**).
36. Weekly Promotional Stage draws will be conducted at Creata Holdings Pty Ltd at 6/3 Central Avenue, Thornleigh NSW 2120, on the dates set out in the table below at clause 40 (each, a **Draw**).
37. All Entries received during a Weekly Promotional Stage in accordance with clause 40 will be entered into the corresponding Draw to determine winners for that Weekly Promotional Stage. Entries for each Weekly Promotional Stage must be received by the Promoter during the Weekly Promotional Stage to be eligible for the corresponding Draw. Entries received in each Weekly Promotional Stage will be eligible for the corresponding Draw and, additionally, will rollover into subsequent remaining Weekly Promotional Stage Draw(s) (if any). Entrants are limited to winning only one (1) Weekly Cash Draw Prize across all Weekly Promotional Stage Draws. The winners will be notified personally and in writing via email to the email address registered with MyMaccas ("**Cash Prize Winning Email**") within five (5) business days of the relevant Draw (or Second Chance Draw below in clauses 46 – 50 or Unclaimed Prize Draw below in clause 51 (as applicable)) and will be subject to such identity verification as the Promoter considers fit in its sole discretion. All reasonable steps to notify winners of the results of the Draws will be taken by the Promoter. The Promoter's decision is final and no correspondence will be entered into.
38. Unsuccessful entries received in any Weekly Promotional Stage Draw will automatically be entered into the Second Chance Draw in accordance with clauses 46 – 50.
39. The Promoter may draw additional reserve entries in each Weekly Promotional Stage Draw and record them (in order) in case of an invalid entry or ineligible entrant is drawn or a repeat Weekly Cash Prize Draw winner is drawn or if any Entrant drawn is unable to accept or decline to participate in a prize. In the event of an invalid entry or ineligible entrant in a Weekly Promotional Stage Draw, or if an Entrant drawn is unable to accept or declines to participate in a prize after being successfully notified that they are a winner (if applicable), then the prize will be awarded to the first reserve entry drawn in the applicable Weekly Promotional Stage Draw. The Promoter will continue this process until all prizes entered into the Weekly Promotional Stage Draw(s) are awarded. If after this process any prize(s) entered into a Weekly

Promotional Stage Draw are still not awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with clause 51.

40. Weekly Promotional Stage Draws will be held as follows:

Weekly draws:

Weekly dates	Draw Date	Max no. Prizes	Value of Each
Week 1: 03/09/2025 – 09/09/2025	Draw: 16/09/2025	1	\$ 10,000.00
Week 2: 10/09/2025 – 16/09/2025	Draw: 23/09/2025	1	\$ 10,000.00
Week 3: 17/09/2025 – 23/09/2025	Draw: 30/09/2025	1	\$ 10,000.00
Week 4: 24/09/2025 – 30/09/2025	Draw: 07/10/2025	1	\$ 10,000.00
Week 5: 01/10/2025 – 07/10/2025	Draw: 14/10/2025	1	\$ 10,000.00
Week 6: 08/10/2025 – 14/10/2025	Draw: 21/10/2025	1	\$ 10,000.00
Week 7: 15/10/2025 – 21/10/2025	Draw: 28/10/2025	1	\$ 10,000.00
TOTAL			\$ 70,000.00

41. **Weekly Cash Draw Prizes:** The first one (1) Entry randomly drawn from all eligible Entries received in the corresponding Weekly Promotional Stage will win NZD\$10,000.00 in cash that will be paid by the Promoter by electronic funds transfer to the winner's nominated New Zealand bank account.

HOW TO CLAIM A “WEEKLY CASH DRAW PRIZE”

42. To claim a Weekly Cash Draw Prize, an Entrant must, on or before **28 November 2025** correctly and successfully follow the directions provided in the Cash Prize Winning Email and complete the three (3) forms provided in that email (**Verification Documents**). The Verification Documents will require the Entrant to provide the following information and documents to the nominated agent of the Promoter in accordance with their reasonable directions:

- a. completed Declaration Form; and
- b. completed Deed of Acknowledgment, Release and Indemnity; and
- c. completed Media Release Form (optional); and
- d. a scanned or photographed copy of photo identification (New Zealand driver licence or passport) of the Entrant together with a supporting piece of identification, such as a bank statement or utility bill that matches the photo identification.

43. Entrants who are 16 years or older but less than 18 years of age at the time of the Cash Prize Winning Email must have a parent or legal guardian countersign the documents listed at clause 42 above and that parent or legal guardian must provide their full name, postal address and accompanying identification in accordance with clause 42d.

44. **IMPORTANT:** If an Entrant does not respond to the Cash Prize Winning Email on or before **28 November 2025** with the required Verification Documents, the Entrant will forfeit the Weekly Cash Draw Prize and will not be eligible for the Second Chance Draw (in clauses 46 – 50) or the Unclaimed Prize Draw (in clause 51).

45. Once a claim for a Weekly Cash Draw Prize has been completed and verified by the Promoter (in the Promoter's sole discretion), the Promoter and/or its nominated agent will notify the winner if the Verification Documents meet the Promoter's verification requirements and if so, the relevant prize paid by the Promoter by electronic funds transfer to the winner's nominated New Zealand bank account.

SECOND CHANCE DRAW

46. A draw will be held to award any Weekly Cash Draw Prizes which remain unclaimed at **28 November 2025** (the “**Second Chance Draw**”).

47. The Second Chance Draw will be held at the offices of Creaa (Aust) Pty Ltd on **9 December 2025** at 6/3 Central Avenue, Thornleigh NSW 2120.

48. The Promoter may draw additional reserve entries in the Second Chance Draw and record them (in order) in case an invalid entry or ineligible entrant is drawn or if any Entrant drawn is unable to accept or decline to participate in a prize. In the event of an invalid entry or ineligible entrant in the Second Chance Draw, or if an Entrant drawn is unable to accept or declines to participate in the prize from the Second Chance Draw on or before **24 February 2026** then the prize will be awarded to the first reserve entry drawn in the Second Chance Draw. The Promoter will continue this process until all prizes entered into the Second Chance Draw are awarded. If after this process any prize(s) entered into the Second Chance Draw are still not awarded, or if an Entrant drawn cannot be notified, the Promoter will hold an unclaimed prize draw in accordance with clause 51.
49. There is no limit to the number of Second Chance Draw entries that an Entrant may submit, however each entry must be based on a separate Entry, must be submitted separately, and must independently comply with these Conditions of Entry. Entries into the Second Chance Draw must be received by the Promoter during the Promotional Period.
50. Any Entry that was not previously a winning Entry, can be used to enter the Second Chance Draw. An Entry can only be used to submit one (1) entry into the Second Chance Draw.

UNCLAIMED PRIZE DRAW

51. If any prize(s) in the Weekly Cash Prize Draw or Second Chance Draw remains unclaimed by **24 February 2024**, the Promoter will conduct a further draw at the same place as the Second Chance Draw on **10 March 2026** in order to distribute such prize(s) (**Unclaimed Prize Draw**).

WINNER NOTIFICATION

52. All winners will be notified in writing. Each winner of an Instant Win Food Prize will be notified by a Promotional Notification in accordance with clause 17 above. Each winner of a prize, other than an Instant Win Food Prize, will be notified by a Cash Prize Winning Email in accordance with clause 37 above.

WINNER PUBLICATION

53. Details of winners of prizes (first initial, surname and prize and suburb, only) may, at the discretion of the Promoter and/or its nominated agent be published on the Promotional Website and any other McDonalds' assets (including but not limited to outdoor, digital, social, CRM, in-app, in-store).

WINNER VERIFICATION

54. Entrants can only enter in their own name. Entrants who provide incorrect, misleading or fraudulent information are ineligible to participate in the Promotion and all entries of an Entrant who is deemed by the Promoter to have provided incorrect, misleading or fraudulent information may, at the discretion of the Promoter, be deemed invalid. The Promoter reserves the right to request the 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 Entrant's identity, age, residential address, eligibility to enter and claim a prize (including confirmation that no online auction or purchase sites were used to obtain a Promotion Entries) and any information submitted by the Entrant in entering the Promotion, before issuing a prize (including confirming consent of an Entrant's parent or legal guardian and the name, age and address of the parent or legal guardian that gave their consent, where an Entrant is under 18 years of age). If any documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an Entrant or Promotion Entries have not been verified or validated to the Promoter's (or its nominated agent's) satisfaction then all the Promotion Entries of that Entrant may be ineligible and deemed invalid.
55. The Promoter reserves the right to verify the validity of any and all Promotion Entries and reserves the right to disqualify any Entrant for: (a) tampering with the Promotion Entries, instant-win process or prize verification process; (b) submitting Promotion Entries which are 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 Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

56. A prize will only be awarded following any winner validation and verification that the Promoter, or its nominated agents, requires in their sole discretion.
57. The Promoter reserves the right to request a winner and their companion(s) (their "Guest") (if any) 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 identity and age of the winner and their Guest(s) (if any) before issuing a prize and at any time during their participation in the prize.
58. It is a condition of accepting a prize that a winner (and their prize Guest(s) (if applicable)) may be required to sign eligibility form(s), code(s) of conduct and/or legal release(s) in a form determined by the Promoter in its absolute discretion. If a winner is under 18 years of age, the winner must ensure that the winner's parent or guardian also agrees to and signs such documents (if requested by the Promoter).

USING THE MCDONALD'S APP

59. The McDonald's App can only be downloaded on Apple devices operating iOS 12.0 or above and Android devices operating Android 6 or above. To use all features of the McDonald's App, Entrants must enable 3G or 4G and/or Wi-Fi data connection on their mobile device in the manner required.
60. To register a MyMacca's Account, Entrants must:
 - a. follow the prompts on the McDonald's App in the manner required to join MyMacca's, including providing the Entrant's first and last name, current and valid e-mail address, setting a password and agreeing to the MyMacca's Terms and Conditions and any other approvals or consents required ("MyMacca's Club Account Registration"); and
 - b. after providing the details requested during MyMacca's Account Registration, an activation email will be sent to the Entrant's email address ("Activation Email"). To complete the registration process for a MyMacca's Account, Entrants must successfully activate their MyMacca's Account by clicking the link in the Activation Email.
61. Only one (1) MyMacca's Account per Entrant is permitted and Entrants may only register a MyMacca's Account in their own name.
62. Entrants must have the bill payer's consent to use Internet or mobile Internet to use the McDonald's App. Some service providers and mobile devices may not provide access to mobile Internet and Entrants must check with their service provider if unsure. Downloading, accessing and using the McDonald's App and accessing and using mobile content including web-based content will incur data charges. Any external links and McDonald's App features that require Internet or mobile Internet connection may also incur data charges. Data charges will remain an Entrant's responsibility and will vary depending on the Internet service provider, usage plan or mobile carrier used (as applicable). Entrants will need to refer to the terms of the contracts with their mobile carrier, usage plan or Internet service provider (as applicable) for costs. The charges for all data services will appear on the Entrant's next mobile phone bill and/or Internet bill (as applicable). All general queries relating to carrier rates or mobile or Internet bills should be directed to the Entrant's mobile phone carrier or Internet service provider (as applicable).
63. If an Entrant is the driver of a vehicle (or other form of transport), the Entrant must not use the McDonald's App while the vehicle (or other form of transport) is moving or is stationary but not lawfully parked. Entrants must comply with all applicable road rules and regulations before and while using the McDonald's App. In the interests of safety at all other times, the Promoter recommends that Entrants only use the McDonald's App when it is lawful and safe to do so.
64. Subject to compliance with these Conditions of Entry, Entrants are granted a limited, non-exclusive, revocable and non-transferrable licence to install, access and use the McDonald's App on mobile devices the Entrant owns or lawfully controls. Entrants may only use the McDonald's App for personal and non-commercial use. Entrants may not decompile, reverse engineer, disassemble, convert or authorise any third party to decompile, reverse engineer, disassemble or otherwise convert, the McDonald's App to a human perceivable form; distribute or republish the McDonald's in any way; resell, rent, lease or lend the McDonald's App; or transfer the McDonald's App or any content on the McDonald's App to any third party.
65. The use of any automated registration or any mechanical, electronic or other means that allows an Entrant to automatically participate repeatedly other than in accordance with these Conditions of Entry is prohibited and will render the registration and all Promotion entries by that Entrant invalid. Entries generated by script, macro, robotic, programmed or any other automated or other means to manipulate

or alter the normal function of the McDonald's App are prohibited and will result in the disqualification of the Entrant.

PROMOTION MATERIALS – VALIDITY

66. The only materials that form part of the Promotion are materials manufactured for the Promoter and issued by the Promoter or its franchisees for the purposes of the Promotion.
67. Promotion Entries are only eligible if they have been issued by the Promoter or one (1) of its franchisees in connection with Promotion and subject to these Conditions of Entry.
68. Only bona fide Promotion Entries will be honoured. The Promoter may conduct security verification checks in its absolute discretion. Promotion Entries are void and not replaceable if it has been lost, stolen, forged, transferred, deleted, mutilated or tampered with in any way or if it, or any part of it, fails any of the Promoter's security and verification checks.
69. Printing and other quality control errors will not invalidate an otherwise valid prize claim. Except for fraud or ineligibility under these Conditions of Entry all Instant Win Food Prize claims in excess of the advertised prize pool will be met. Instant Win Food Prizes will only be awarded where all of the requirements of the Promoter's verification tests and procedures are fulfilled. The verification tests and procedures shall be determined by the Promoter in its absolute discretion.

INTELLECTUAL PROPERTY

70. For the purposes of these Conditions of Entry, "**Intellectual Property Rights**" means all present and future rights of whatever nature anywhere in the world including, but not limited to, rights in respect of or in connection with copyright, inventions (including patents), trademarks, service marks, trade names, domain names, designs, confidential information, trade secrets and know-how and similar industrial, commercial and intellectual property rights, whether or not registered or registrable, and includes the right to apply for the registration of such rights, and whether existing in New Zealand or otherwise.
71. An Instant Win Food Prize claim and any copyright subsisting in an Instant Win Food Prize claim irrevocably becomes, at time of submission, the property of the Promoter. All right, title and interest, including in all Intellectual Property Rights, in all of the Promoter's brands, logos, trading names and products will remain or be vested in the Promoter.
72. Participation in the Promotion by an Entrant will not under any circumstances be taken to constitute a transfer, assignment or grant of any ownership rights in any of the Promoter's brands, logos, trading names and products.
73. The Promoter, on a case by case basis and to the extent required, grants to each Entrant a non-exclusive licence for the Promotional Period to use the McDonald's App and the Promoter's brands, logos, trading names and products solely for the purpose, and to the extent necessary, to enable the Entrant to participate in the Promotion.
74. All Promotion advertisements depicting Instant Win Food Prizes, Instant Win Food Prize descriptions and/or trade mark references may be registered trademarks of McDonald's Corporate and its affiliates.

GENERAL

75. There is no limit to the number of Instant Win Food Prize claims that an Entrant may submit, however each Instant Win Food Prize claim must be submitted separately and must independently comply with these Conditions of Entry.
76. Entrants are limited to winning only one (1) Weekly Cash Draw Prize across all Weekly Promotional Stage Draws.
77. If the Promotion is not capable of running as planned for any reason beyond the reasonable control of the Promoter, including because of war, terrorism, state of emergency or disaster (including natural disaster), epidemic or pandemic, infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, or any Government act or order, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or if necessary to provide an alternative Instant Win Food Prize/ Prizes to the same value as an original Instant Win Food Prize/ Prizes.
78. The Promoter, its franchisees and its associated agencies and companies excludes all liability (including negligence) except for any liability that cannot be excluded by law (including any applicable consumer

guarantee under the Consumer Guarantees Act 1993), for any direct or indirect injury, loss and/or damage arising in any way out of the Promotion. This includes, but is not limited to: (i) technical malfunctions, delays or failures, including those resulting from accessing any materials related to this Promotion and any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this Promotion as a result of any technical malfunctions, delays or failures; (ii) theft, unauthorised access or third party interference; (iii) lost or damaged entries or Instant Win Food Prize claims; and/or (iv) acceptance and/or use of any Instant Win Food Prize.

79. Claims and Promotion Entries will be deemed accepted at the time of receipt by the Promoter and not at the time of transmission. Claims and Promotion Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible claims or Promotion Entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected claims or Promotion Entries. Contact details entered incorrectly via the McDonald's App by an Entrant will deem a claim or a Promotion Entry (as applicable) invalid.
80. Costs associated with accessing, downloading, using or installing the McDonald's App remain an Entrant's responsibility and may vary depending on the Internet service or telecommunications provider used.
81. The use of any automated claim or entry software or any mechanical, electronic or other means that allows an Entrant to automatically generate Promotion Entries or enter repeatedly is prohibited and will render all claims and Promotion Entries submitted by that Entrant invalid.
82. Any attempt to cause malicious damage or interference with the normal functioning of the McDonald's App, or the information on the McDonald's App, or to otherwise undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Conditions of Entry or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
83. All of the Promoter's decisions in respect of the Promotion are final and no correspondence will be entered into.
84. No compensation will be payable to any person if an Entrant is unable to enter the Promotion and/or if a winner is unable to submit or claim an Instant Win Food Prize or Weekly Cash Draw claim for whatever the reason.
85. As a condition of entering this Promotion, an Entrant consents to, in the event they are a winner, the Promoter using the Entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media worldwide for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The Entrant agrees that, in the event they are a winner, the Entrant will participate in all reasonable promotion activities in relation to the Promotion as requested by the Promoter and its agents and sign any additional documents reasonably required by the Promoter to give effect to this condition.
86. By uploading any social media content ("**Content**") related to the Promotion, Entrants acknowledge and agree that, if the account on which the Content is featured is set to 'public' (if applicable), the Promoter may feature the Content in any of its social media or other media worldwide (including without limitation online advertisements and social media) for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing the Promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. Entrants acknowledge that their personal social media page may be updated by uploading the Content to a social media platform and that the Content may be featured generally on the social media platform. Membership to and use of social media platforms generally is subject to the prevailing terms and conditions of use of the social media platform. The Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform. Entrants are solely responsible and liable for any content or information they transmit to other Internet users. To the extent permitted by law, each Entrant agrees to hold harmless all social media platforms and their associated agencies and companies, against any and all losses, actions, claims, costs, expenses and damages (of any nature) which may be incurred by an Entrant in respect of the Entrant's uploading of the Content. Any questions, comments or complaints about the Promotion must be

directed to the Promoter and not to any social media platform. For the avoidance of doubt, the uploading of Content is not required in order to enter the Promotion.

PRIVACY

87. McDonald's collects, uses and discloses personal information in accordance with its Privacy Policy at <https://mcdonalds.co.nz/privacy-policy> and as stated in these Conditions of Entry.
88. The Promoter collects personal information about an Entrant for the purposes disclosed in its Privacy Policy. The Promoter also collect personal information about an Entrant to include the Entrant in the Promotion, award Instant Win Food Prizes (where appropriate) and assist the Promoter in improving its goods and services. If the personal information requested is not provided, the Entrant cannot participate in the Promotion and is deemed ineligible.
89. An Entrant agrees that the Promoter may, in the event the Entrant is a winner, publish or cause to be published the Entrant winner's name and locality in any media, as required under the relevant legislation.
90. An Entrant can gain access to, update or correct any of their personal information held by the Promoter by contacting the Promoter's Privacy Officer at PO BOX 6644, Victoria Street West, Auckland 1142. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter. These Conditions of Entry will prevail to the extent of any inconsistency between these Conditions of Entry and the Promoter's Privacy Policy.
91. By participating in the Promotion and opting-in in the manner required at time of MyMacca's Club Account Registration, an Entrant also acknowledges that a further primary purpose for collection of the Entrant's personal information by the Promoter is to enable the Promoter to use the information to contact the Entrant in the future with information about McDonald's, including special offers, market research or to provide the Entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. The Promoter may share an Entrant's personal information with its New Zealand and overseas related companies, servants, employees, agents and trusted third parties who may contact the Entrant with information about McDonald's, including special offers, market research or to provide the Entrant with marketing materials in this way. By entering the Promotion and opting-in, an Entrant acknowledges and agrees that the Promoter may use the Entrant's personal information in the manner set out in this condition.
92. The Promoter's privacy policy 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.
93. The Promoter's website or McDonald's App may contain links to other websites ("**Linked Sites**"). The Promoter is not responsible for the content of any Linked Sites, whether or not the Promoter is affiliated with the Linked Sites. The Promoter does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect personal information or postings from Entrants, the Promoter shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Entrants' convenience only and Entrants agree to access them at their own risk.
94. The Promoter is committed to helping its customers make informed decisions about their food and beverage choices. The Promoter provides healthier food and beverage options for adults and children and ensures nutritional information is easily accessible to its customers. Nutritional information is available on websites, including on the Promoter's website (www.mcdonalds.co.nz), in McDonald's restaurants and, wherever possible, on product packaging.

SCHEDULE 1

ADDITIONAL TERMS AND CONDITIONS FOR INSTANT WIN FOOD PRIZES – GENERAL

General

1. The RRP of each Instant Win Food Prize, the total number of possible Instant Win Food Prizes to be awarded for the Promotion and the total maximum SLP of the Instant Win Food Prizes are in accordance with the table at clause 21 above.
2. Entrants must claim Instant Win Food Prizes in accordance with the 'HOW TO CLAIM AN "INSTANT WIN FOOD PRIZE"' section in these Conditions of Entry, otherwise their Instant Win Food Prize(s) will be forfeit.
3. Instant Win Food Prizes are valid for the individual food/beverage item(s) listed on the Promotional Notification only and cannot be used in combination to claim or discount any McDonald's Combo or any other form of meal deal or offer.
4. Instant Win Food Prizes are valid for the particular size, type and flavour of the Instant Win Food Prize item only and cannot be used in combination to claim or discount any other sized food/beverage item.
5. The Promoter and McDonald's Restaurants reserve the right to substitute ingredients of any Instant Win Food Prize as a result of seasonal, supplier or other variability outside the reasonable control of the Promoter. No requests by an Entrant to substitute or vary an Instant Win Food Prize will be accepted.
6. Redemption of an Instant Win Food Prize is subject to availability at each McDonald's Restaurant and may not be available at a particular McDonald's Restaurant. The Promoter accepts no responsibility for an Instant Win Food Prize being unavailable at a McDonald's Restaurant. In the event an Instant Win Food Prize is unavailable at a McDonald's Restaurant, an Entrant may attempt to claim the Instant Win Food Prize at another McDonald's Restaurant or at a later time and/or date at the same McDonald's Restaurant but only during the applicable Promotional Period for the Instant Win Food Prize.
7. An Entrant is responsible for ensuring that an Instant Win Food Prize is consistent with their dietary requirements.
8. All additional and ancillary costs not expressly stated, but which may be incurred in acceptance and consumption of an Instant Win Food Prize, are the responsibility of the Entrant who claims the Instant Win Food Prize. Such additional costs include, but are not limited to, the Entrant's transport to and from a McDonald's Restaurant.

ADDITIONAL TERMS AND CONDITIONS FOR WEEKLY CASH DRAW PRIZES

General

1. Entrants must claim a Weekly Cash Draw Prize in accordance with the 'HOW TO CLAIM A "WEEKLY CASH DRAW PRIZE"' section in these Conditions of Entry, otherwise their Weekly Cash Draw Prize(s) will be forfeited. Unless otherwise stated, all Weekly Cash Draw Prizes will be distributed to New Zealand addresses only.
2. If a winner fails to redeem a Weekly Cash Draw Prize in the manner required, as stated in these Conditions of Entry and in the reasonable opinion of the Promoter, or if the Promoter is unable to deliver the prize, their entry and the balance of the Weekly Cash Draw Prize will be forfeited with no compensation payable.
3. All costs not expressly stated, but which may be incurred in acceptance and use of a Weekly Cash Draw Prize are the responsibility of the winner. Each winner is only entitled to the relevant prize as outlined in these Conditions of Entry and is not entitled to any additional prize or cash reimbursement to compensate for any difference in actual prize redemption cost and prize value.
4. If a winner elects, or through any legal incapacity or otherwise is unable to accept or utilise a prize, the prize winner obtains the benefit of the prize through their ability to transfer the prize to another person who may lawfully receive and use the prize.