

## McDonald's Restaurants Pte Ltd

### SNAP A SELFIE AND STAND TO WIN HALLOWEEN HORROR NIGHTS 5 TICKETS ("CONTEST")

#### Contest Terms of Use

**THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Internet Access and a Valid Email Address and Facebook Account Are Necessary to Participate.**

#### **1. CONTEST DESCRIPTION:**

Entries for the Contest must be submitted starting at **12.00p.m. Singapore time on 2 October 2015** and ending at **12.00p.m. Singapore time on 9 October 2015** (the "Submission Period") according to the Facebook timestamp.

The 50 winning posts must:

- a. Include a selfie shot with one or more of the following purchased Chill beverage and desserts range - Iced Milk Coffee, Iced Black Coffee, Mocha Frappe, Caramel Frappe, Ribena Chill, Mango Peach Chill, Strawberry Shortcake McFlurry or Mudpie McFlurry ;
- b. Include a caption of why you want to win the tickets;
- c. Top 50 posts with the highest total number of likes between 2 October 2015, 12.00pm and 9 October , 12.00 pm according to the Facebook timestamp;
- d. Include the Hashtag #HHN5; and
- e. Comply with conditions in Sections 3 and 4 herein (the "Requirements")

By participating in the Contest as a contestant, you unconditionally accept and agree to comply with and abide by these Terms and Conditions and the decisions of McDonald's Restaurants Pte Ltd ("**Sponsor**"), which shall be final and binding in all respects.

**2. PRIZES (each a “Prize”):**

**50 prizes** consisting of:

- A pair of tickets for Halloween Horror Nights 5 which is valid on 2-3, 9-11, 16-18, 23-25 or 29-31 October 2015.

**3. ELIGIBILITY:**

The Contest is valid in Singapore only and is open to all Singapore citizens and permanent residents, and holders of valid Singapore employment passes / dependent passes / work permits who are fifteen (15) years or older, and who register with a valid email address. Prizes won by any person under the age of eighteen (18) will be awarded only if the winner is accompanied by his/her parent or legal guardian during collection of prizes.

Persons in any of the following categories are NOT eligible to participate: (a) directors, officers, employees, independent contractors or agents of Sponsor or its parent, subsidiary, or affiliated companies, or of any franchisees, service agencies, or independent contractors of the Sponsor, or its parent, subsidiary, or affiliated companies, or franchisees; (b) individuals engaged in the development, production or distribution of materials for this Contest; and (c) persons who are immediate family members (defined as spouse, or biological, foster, or adoptive step-mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, to any person in any of the preceding categories. Any person who has been convicted in a court of law or who entered a plea of guilty or no contest to any crime involving moral turpitude, dishonesty, theft or involved violence or predatory behavior against a child is not eligible and cannot participate. The Contest is void where prohibited.

#### **4. HOW TO PARTICIPATE:**

- A. Overview:** To participate, you must submit an original photo that:
- a. Include a selfie shot with one or more of the following purchased Chill beverage and desserts range - Iced Milk Coffee, Iced Black Coffee, Mocha Frappe, Caramel Frappe, Ribena Chill, Mango Peach Chill, Strawberry Shortcake McFlurry or Mudpie McFlurry);
  - b. Include the caption of on why you want to win the tickets;
  - c. Top 50 posts with the highest total number of likes between 2 October 2015, 12:00pm and 9 October , 12.00 pm according to the Facebook timestamp; and
  - d. Include the Hashtag #HHN5.

You must own (or have permission for use) all content in your Submission (see 4B below).

**B. Submission:** Your submission (“**Submission**”) is to be uploaded by you via Facebook with the hashtag **#HHN5** by no later than 12.00 **p.m. Singapore time on 9 October 2015.** The Submission can only contain your original image.

**C. Submission Parameters:** A Submission (i) cannot be sexually explicit or suggestive, unnecessarily violent or derogatory, cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (ii) must be your original and sole creation, and all rights, title and interest including but not limited to the copyright, moral rights or publicity rights in any Submission must be owned solely by you; (iii) cannot be obscene or offensive, or endorse any form of hate or hate group; (iv) cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; (v) cannot communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to associate; (vi) must not have been submitted in any competition; (vii) must not have been published in any other medium/forum; (viii) must not infringe upon any third party’s rights, including but not limited to, copyright, patent or

trademarks/tradenames/logos, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light; (ix) must not violate any law, rule or regulation; (x) must not contain any virus, bugs, or other deleterious material; and (xi) must not, for example, without limitation, contain, profanity, nudity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, group or world peace; and you warrant and represent that your Submission complies with all of those conditions; and is not inconsistent with Sponsor's brand image as solely determined by Sponsor.

Further, the Submission cannot contain any material that is created by a third party and may be subject to copyright protection (such as but not limited to music, movie or third party images, video clips or fictional characters).

Any Submission that fails to comply with any of the above or the Requirements will be subject to disqualification. Further, Sponsor may disqualify any Submission which it deems, in its sole opinion, to be inappropriate for publication.

**D. Contest Uses and Intellectual Property Rights:** By entering, you grant permission for the use of your Submission, in whole or in part, and your name, and the likeness of any person depicted in your Submission to be posted on the Internet, and/or any website in connection with this Contest, and for advertising, promotion, and publicity of the Contest, and otherwise, as stated herein (as solely determined by Sponsor); and you warrant and represent that you have all right and authority to grant such permission. Notwithstanding anything to the contrary, however, there is no obligation of the Sponsor or any other person or entity to post or make any use of any Submission. You acknowledge that you have no rights whatsoever in or to Sponsor's intellectual property, such as but not limited to Sponsor's logos, trademarks, and service marks.

**E. Additional Restrictions:** While there is no limit to the number of Submissions per person, each Submission you submit must be substantially different as solely determined by Sponsor. Once a Submission is submitted, it cannot be changed, altered, or modified. Submissions, when uploaded become the sole property of Sponsor and will not be acknowledged or returned. No questions relating to the Contest will be accepted,

acknowledged or answered. No form of Submission other than as stated herein will be accepted. Submissions that do not meet the requirements of these terms may be disqualified. It is your sole responsibility to advise Sponsor of any change in your contact information.

**5. CONTEST SELECTION DETERMINATION:**

**A.** Fifty Contest Winners (“**Winners**”) will be awarded. The Submissions with the highest number of likes will be deemed the Winners. In case of a tie, the Submission that reaches the highest likes at the earliest timing, before 12.00pm on 9 October 2015 will be deemed the Winner. The Sponsor reserves the right to award fewer Winners in the event of ties that cannot be differentiated.

**B.** In the event a Winner cannot meet all of the Requirements necessary, the Winner will at the option of the Sponsor be disqualified, and either (as elected by the Sponsor in its sole discretion): (i) the Prize will be awarded to the Submission with the next highest likes who is able to meet the Requirements necessary to be confirmed as the Winner; or (ii) the Prize will be forfeited and donated to a charity or charities of the Sponsor’s choice. By entering this Contest and accepting the Prize, each Winner agrees to maintain his/her behaviour in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest-related activity. Each Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove a Winner at any time if that Winner’s behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor.

**6. NOTIFICATION:** Winners will be announced on or around **Friday, 9 October 2015** via the Sponsor’s Facebook. Page at [www.facebook.com/mcdsg](http://www.facebook.com/mcdsg). Winners will be informed to email the Sponsor at [contest@sg.mcd.com](mailto:contest@sg.mcd.com) within fourteen (14) days of the date of announcement of winners on the Sponsor’s Facebook page, or at the very latest by 23 October 2015, to claim their Prize in person at such address as may be notified via the email correspondence. If a Winner is found to be ineligible or otherwise not in compliance with these terms, or if Winner cannot accept the Prize or does not claim the Prize within timeframe specified herein, the Winner will at the option of the Sponsor be disqualified, and either (as elected by the Sponsor in its sole discretion): (i) the unclaimed Prize will be awarded to the Submission with the next highest

likes who is able to meet the requirements necessary to be confirmed as the Winner; or (ii) the unclaimed Prize will be forfeited and donated to a charity or charities of the Sponsor's choice.

Winners shall, if required by the Sponsor at the time that they claim their prize, to complete, execute, and return a confirmation of receipt, eligibility and release (in such form as the Sponsor may provide) ("**Prize Claim Document**"). If a Winner does not complete, sign and return to the Sponsor a Prize Claim Document as may be required, such Potential Winner may be disqualified.

**7. GENERAL CONDITIONS:** No cash alternative or substitution of the Prize will be allowed except that Sponsor reserves the right to substitute a Prize for a prize of equal or greater value if the stated Prize becomes unavailable for any reason whatsoever. Each Winner acknowledges and agrees that acceptance of a Prize ("**Prize Winner**") constitutes the Prize Winner's permission for Sponsor or its designee to use Prize Winner's name, photograph, likeness, voice, biographical information, statements and address and Submission (which may be edited, modified, altered, changed, converted into an animation presentation, used alone, together or with other works, acts or content and/or used in composite form, with or without comment or commentary, all as solely determined by Sponsor) for advertising, commercial and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation or authorization, except where such condition is prohibited by law or otherwise permitted herein, and without notice, review, and/or approval.

You agree that Sponsor and its parent company, franchisees, affiliates, subsidiaries, local corporate advertising cooperatives, advertising and promotion agencies, and all of their respective directors, officers, employees, representatives and agents (collectively, the "**Contest Entities**") shall not be responsible or liable for any losses, damages or injuries of any kind (whether due to negligence or otherwise), to person, including death, and property or breach or failure of any representation or warranty, or infringement upon any third party's rights, (including but not limited to, copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or inclusion of material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light) resulting from your participation in the Contest, or any other Contest-related activity.

**8. LIMITATIONS OF LIABILITY:** Contest Entities are not responsible for lost, late, incomplete, stolen, misdirected, non-delivered, postage due, separated or illegible, mail, submissions, or email; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/Web site/use net accessibility, availability, or traffic congestion, or any technical error, or any program or programming error or failure, or unauthorized human intervention, or the incorrect or inaccurate capture of registration, submission, or other information, or the failure to capture, or loss of, any such information. Contest Entities are not responsible for any incorrect or inaccurate information, whether caused by Contest Site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to, or use of, the Contest Site. Contest Entities are not responsible for errors of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing of Submissions, the announcement of those selected for inclusion in any Contest-related materials. Any use of robotic, automatic, macro, programmed or third party Submission methods will void all such Submissions by such methods, and disqualify any Submission using such methods. Contest Entities are not responsible for injury or damage to your or to any other person's computer related to or resulting from participating in this Contest or uploading or downloading or printing materials from the Internet for purposed of the Contest. In case of dispute, the authorized subscriber of the email account used to enter and/or register for the Contest at the actual time of entry/registration will be deemed to be the entrant, and must comply with these Terms of Use. The authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization, which is responsible for assigning email addresses.

**9. DISQUALIFICATION/FORCE MAJEURE:** It is your responsibility to ensure that you have complied with the terms and conditions contained herein. Sponsor reserves the right in its sole discretion to disqualify any individual who has tampered with the Submission process

or the operation of the Contest; violated any of these Terms of Use; or acted in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or modify or suspend the Contest in any way, if it determines, in its sole discretion, that such termination or modification is required by applicable law, or the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Contest. In the event Sponsor is prevented from continuing with the Contest as contemplated herein, Sponsor shall have the right to modify, suspend, or terminate the Contest. If the Contest is terminated, in whole or in part, before the designated end date, Sponsor reserves the right to make selections for inclusion in a Contest from all eligible, non-suspect Submissions received as of the date of the event giving rise to the termination. Only the type and quantity of the Prize described in these Terms of Use will be awarded. These Terms of Use cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**10. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these terms of use or the rights and obligations as between you and the Contest Entities in connection with the Contest shall be governed by and construed in accordance with the laws of Singapore without giving effect to any choice of law or conflict of law

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