

“My **McD’s**® AppStakes” (the “**AppStakes**”)

Official AppStakes Rules (the “**Official Rules**”)

- 1. OVERVIEW:** McDonald’s Restaurants of Canada Limited (“**Sponsor**”) is offering a contest called an AppStakes through its My **McD’s**® App (the “**App**”). The App provides customers with various weekly food discount or other food-related offers, nutrition information, and benefits. The food discounts and other food-related offers may vary in content and number in different regions of Canada. In these Official Rules the food discounts and other food-related offers, are referred to individually as an “**Offer**” and collectively as “**Offers.**” The App offers customers the ability to place orders, redeem Offers and, if required, pay for those Offers or orders via a valid charge, credit or debit card (a “**payment card**”) that the customer enters in his/her App settings in order to easily pick-up (and pay for) his/her food at a participating McDonald’s restaurant via “**Mobile Ordering**”. Note: a person under the age of majority should only use Mobile payment with the permission of a parent/legal guardian. If a person wishes to participate in this AppStakes but does not wish to redeem an Offer or make a purchase via Mobile Ordering, he/she can follow the instructions found in Rule 5.C. to receive an entry without making a purchase from McDonald’s. In these Official Rules, an eligible person (see Rule 2) who has an entry (an “**Entry**”) into the AppStakes recorded on his/her behalf is called a “**Participant**”. Participants agree to comply in full with all of the provisions of these Official Rules. A Participant who wishes to download, register and activate the App to receive Offers and participate in the AppStakes will need an electronic device that is compatible with the App’s system requirements (“**Digital Device**”), and a valid email address. The Participant then must download the free App from the App Store on iOS or Google Play on the Android operating system and install and activate the App on his/her Digital Device.. See Rule 9 for Digital Device requirements.
- 2. CONDITIONS OF ELIGIBILITY:** Subject to the provisions of this Rule 2, the AppStakes is open to Canadian residents who are 13 years of age or older and reside in one of the following Provinces or Territories: Alberta, Northwest Territories, British Columbia, Yukon Territory, Ontario, Nova Scotia, New Brunswick and Prince Edward Island.

Persons in any of the following categories are NOT eligible to participate in, or to win the Prize (the “**Prize**”) in the AppStakes: (a) any person who is not a resident of Alberta, Northwest Territories, British Columbia, Yukon Territory, Ontario, Nova Scotia, New Brunswick and Prince Edward Island, or who is a resident of Manitoba, Quebec, Saskatchewan, Nunavut or Newfoundland and Labrador; (b) any person who, on or after January 1, 2019, was or is a director, officer, employee, member, manager, agent, or franchisee of any of the AppStakes Entities (see Rule 3); (c) any individual engaged in the development, production or distribution of materials for the AppStakes; (d) any person who is or purports to be an immediate family member (defined as spouse, dependent for federal income tax purposes, half-sister, half-brother, or step-, biological, foster, in-law or adoptive mother, father, sister, brother, daughter or son) of, or who resides or is domiciled in the same household as, any person in any of the preceding categories.

In these Rules, a person who is eligible to enter the AppStakes is called an “**eligible person**”.

3. **APPSTAKES ENTITIES:** In these Official Rules, the term “**AppStakes Entities**” means Sponsor, and its parent companies, subsidiaries, affiliates, franchisees, local advertising cooperatives, and App developers, digital/advertising/promotion agencies, the Redemption Centre and all of their respective shareholders, officers, directors, agents, representatives and employees.
4. **THE APPSTAKES PERIOD:** The AppStakes Period begins May 14, 2019 at 12:00:00 a.m. local time and ends on June 16, 2019 at 11:59:59 p.m. local time (the “**AppStakes Period**”).
5. **HOW TO ENTER:** During the AppStakes period, an eligible person has four (4) ways to have an Entry into the AppStakes recorded on his/her behalf. An eligible person who wishes to enter the AppStakes using their Digital Device must visit a participating McDonald’s restaurant with his/her Digital Device that has the My **McD’s**® App installed on it, “location services” enabled and with a valid email address and postal code in the App settings. An eligible person may also enter the contest without a Digital Device or making a purchase as outlined in Rule 5D below. To enter via Mobile Ordering, a Participant must have a valid payment card” in his/her App settings. An eligible person may enter the AppStakes by:
 - A. **Completing an Order Using Mobile Ordering in My McD’s® App:** An eligible person may use the App to order any menu item during the hours when that item is being served. One (1) Entry will be recorded on behalf of the Participant when he/she arrives at the restaurant, checks-in to his/her My **McD’s**® App and selects Mobile Ordering as the payment option, causing the order to be completed and the payment card associated with the eligible person’s App account to be charged. If by reason of any problem, whether mechanical, technical, due to human error or omission, or other means the order cannot be completed, no Entry will be recorded. Please refer to the instructions below in Rule 5D for no purchase entry.
 - B. **Redeeming Any Offer Available in My McD’s® App:** An eligible person will automatically receive one (1) Entry into the AppStakes when he/she redeems any Offer in the App on his/her Digital Device during the AppStakes Period at any participating McDonald’s restaurant. One (1) Entry will be recorded on behalf of the Participant when he/she scans any Offer available through their My **McD’s**® App and causes the order to be completed. There is a limit of one (1) Offer per transaction. Only one (1) Entry will be recorded on behalf of the Participant per transaction regardless of whether he/she redeems any Offer and collects a McCafé Sticker in the same transaction. If for any reason the Participant does not complete his/her purchase, then no Entry will be recorded. **Note:** If due to any mechanical, technical or human error, your order can’t be completed, no Entry will be recorded. Please refer to the instructions below in Rule 5D for no purchase entry.
 - C. **Scan your McCafé Mobile Rewards card on the My McD’s App to collect a McCafé Sticker:** An eligible person will automatically receive one (1) Entry into the AppStakes when he/she collects a McCafé Sticker through the My **McD’s**® App during the AppStakes Period at any participating McDonald’s restaurant. One (1) Entry is recorded on behalf of the Participant when he/she purchases an eligible hot McCafé beverage at any participating McDonald’s restaurant and scans his/her McCafé Mobile Rewards card on their My **McD’s**® App. Only one (1) Entry will be recorded

on behalf of the Participant per transaction regardless of whether he/she redeems any Offer and collects a McCafé Sticker in the same transaction. If for any reason the Participant does not complete his/her purchase, then no Entry will be recorded. **Note:** If due to any mechanical, technical or human error, your order can't be completed, no Entry will be recorded. Please refer to the instructions below in Rule 5D for no purchase entry.

- D. Mail Without Making a Purchase:** If an eligible person wishes to have one (1) Entry recorded on his/her behalf without using Mobile Ordering, redeeming an Offer or earning or redeeming a McCafé® Mobile Reward, that Participant must submit an entry (a “**mail-in entry**”) as follows: The Participant must manually print in ink and legibly on a piece of paper his/her complete name, street address (including province/territory and postal code), a daytime telephone number (including area code) and his/her valid email address. Then that Participant must place that paper in a postage-paid envelope and mail it to: My **McD's**® AppStakes Entry, P.O. Box 12149, Saint John, New Brunswick, Canada, E2L 5E7. Outer envelopes for mail-in entries with no return address on the outside will NOT be honoured. Mail-in entries that are sent in business-reply envelopes, sent in envelopes that utilize or bear address labels or stickers, that are photocopied, hand-stamped, computer-generated or otherwise mechanically produced or reproduced, that are not addressed manually in ink, that fail in any way to comply with the requirements set out above in this subparagraph, or that are not mailed separately in separate envelopes bearing sufficient postage will NOT be honoured (i.e., there can be only one mail-in entry per envelope). All envelopes containing mail-in entries must be postmarked no later than June 17, 2019, and received by June 21, 2019. If a mail-in entry is received after June 21, 2019, no Entry will be recorded on behalf of the person who submitted that envelope. One (1) Entry will be recorded on behalf of a Participant for each mail-in entry he/she submits that is in full compliance with the requirements set out in this Rule 5D. There is no limit to the number of mail-in entries that a Participant submits in compliance with those requirements.

(Each Entry, including a mail-in entry are collectively referred to as “**Entries**”)

- D. Limits:** There is a limit of one (1) Offer redemption per transaction. Only one (1) Entry will be recorded on behalf of the Participant per transaction regardless of whether he/she redeems any Offer and collects a McCafé Sticker in the same transaction.

6. HOW TO WIN

- A. AppStakes Draw/Winner Notification:** On or about July 1, 2019, the Sponsor will randomly select one (1) potential winning Entry and ten (10) backup potential winning Entries (each a “**Backup Entry**”) as eligible to win a Prize from among all eligible Entries recorded during the AppStakes Period. Subject to the provisions of these Official Rules, the Participant whose Entry is selected first as a potential winning Entry will be the potential Prize winner, and that potential Prize winner will be notified to that effect by the Sponsor's redemption centre (“**Redemption Centre**”) by email as follows: the potential winning notification will be sent via email within two business days following the date of the draw, to the email address associated with the potential Prize winner's App account or, in the case of a mail-in entry, to the email address provided in the mail-in entry. The potential Prize winner will be required to contact the Redemption Centre, in accordance with the information provided in the email, and to do so by the date stated in that email. If that contact occurs, the Redemption Centre will supply the potential Prize winner with certain Prize claim

documents (the “**Prize Claim Documents**”), together with instructions to complete and submit the Prize Claim Documents to the Redemption Centre, and stating the deadline by which those completed Prize Claim Documents must be received by the Redemption Centre. The Prize Claim Documents will comprise:

- a. a declaration and release (a “**Declaration and Release**”). The Declaration and Release contains among other things a release of liability, a publicity release and the Skill-Testing Question (the “**Skill-Testing Question**”), which must be correctly answered by the potential Prize winner without any assistance, whether electronic, mechanical or otherwise. The Declaration and Release must be completed and submitted to the Redemption Centre by the potential Prize winner, and
- b. guest releases, each of which includes a liability and publicity release, that must be completed by up to three guests proposed by the potential Prize winner and returned to the Redemption Centre along with the Declaration and Release.

If the Redemption Centre finds that the Prize Claim Documents are properly submitted and completed (and that the Skill-Testing Question is correctly answered), then that potential Prize winner will be declared the winner of the Prize and a representative from Air Transat will contact the winner within approximately two (2) to four (4) weeks to arrange the trip.

If the potential Prize winner fails to contact the Redemption Centre as referred to above or fails to complete properly and return the Prize Claim Documents by the deadline, or if his/her answer to the Skill-Testing Question is not correct or no answer to the Skill-Testing Question is provided, then that potential Prize winner will be disqualified from the AppStakes and will not receive the applicable Prize. In such a case, the Participant on whose behalf the first Backup Entry drawn was recorded will be notified by the Redemption Centre and the process described above for the Prize will apply to that Participant. The Sponsor will continue this process until a Participant is declared to be the winner of the Prize, or until no Backup Entries remain in which case the Prize will be forfeited and will not be awarded in the AppStakes. If, for any reason, a Participant whose Entry is drawn is not declared the winner of the Prize, then that potential Prize winner will not have any claim against the AppStakes Entities or against any other person, firm or corporation in respect of the Prize, the AppStakes, or any matter related to the AppStakes.

- B. Prize and Odds of Winning:** One (1) Prize is available to be won in the AppStakes, a seven (7) night “all-inclusive” vacation for two (2) adults and two (2) children (12 years and under) to Punta Cana, Dominican Republic. Prize includes round-trip economy class air travel on Air Transat from an airport serving Air Transat, seven (7) nights’ accommodations (one (1) quad occupancy room) at the Hard Rock Hotel & Casino in Punta Cana, Dominican Republic including round-trip ground transfers in Punta Cana between airport/hotel and all meals/beverages provided by Hard Rock under their “all-inclusive” plan, ARV: CAD \$8,300. The actual value of the Prize may vary based on the airport of departure. If winner lives more than 80 kilometers from the closest airport servicing Air Transat, winner will receive a one-time travel allowance of CAD \$1,000 for any round-trip travel between winner’s home and the airport servicing Air Transat. Travel is subject to availability at the time of booking. Standard blackout dates apply including Christmas & New Year’s from December 16, 2019 to January 5, 2020, Spring Break from February 23, 2020 to March 22, 2020 and Easter from April 5, 2020 to April 13, 2020. The Prize includes departure taxes but does not include any other travel expenses including but not limited to in-flight or ground luggage fees,

telephone or fax, gratuities, optional tours, taxes and fees, insurance, medical travel documents, personal expenses or any other items not specifically listed in this Prize description. Travel is subject to the conditions set out in Rule 7 below. The odds of winning the Prize depend on the number of Entries received.

- 7. PRIZE/ENTRY CONDITIONS/RESTRICTIONS.** Any matters concerning the trip portion of the Prize, including matters that arise after the awarding of the Prize, but which are not contemplated by these Official Rules, will be determined by Sponsor in its sole discretion. Any difference between the ARV of the Prize and its actual value will not be awarded and any difference will not be refunded. There is no substitution or cash equivalent for the Prize, except that Sponsor in its sole discretion can substitute for the Prize, a prize of equal or greater value if, for any reason, the Prize is not available. No frequent flyer miles, hotel rewards or similar loyalty program points may be earned or redeemed in connection with the Prize. All federal/provincial taxes (including, without limitation, federal, provincial and/or local income taxes) on or connected with the Prize, and the reporting consequences thereof, are solely the responsibility of the Prize winner. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. Expenses not specifically stated as included in the Prize are the sole responsibility of the Prize winner.

Prize Conditions: If Sponsor so elects, the potential Prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and security requirements, as determined by Sponsor in its sole discretion, to help ensure that the use of any such person in advertising or publicity for the AppStakes will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the AppStakes or Sponsor as determined by Sponsor in its sole discretion. Sponsor reserves the right to refrain from conducting any advertising or publicity associated with a winner for any reason. Travel must be booked by January 30, 2020 and completed by May 30, 2020. If any activity relating to the Prize is cancelled or postponed for any reason, the balance of the Prize will be awarded in full satisfaction of the Prize awarded. Travel and other arrangements will be determined solely by Sponsor. If the Prize winner or guest is a minor and will not be travelling with their parent, at least one (1) guest must be legal age of majority in their Province/territory of residence and complete and return a notarized permission form (in a form provided by Sponsor) from all parent(s) and legal guardian(s) (as applicable) of such minor(s) within Sponsor's specified deadline. The cost of any notarization of the permission form, if required, is not included in the Prize. Air travel will be round trip (originate from and end at the same airport) economy class from and to an airport selected by Sponsor. Reservations must be made and tickets issued prior to travel. Tickets and travel vouchers are non-refundable and non-transferable and are not redeemable for cash. Changes to reservations are not permitted. The Prize winner and guest(s) must travel together on the same itinerary and are solely responsible for obtaining, at their sole cost, and possessing any required travel-related documents (including a valid passport and any required visa(s) and travel permissions, and if and as applicable properly completed parental consent documents) prior to departure as well as fulfilling any/all travel and security requirements. Sponsor reserves the right in its sole discretion to designate all flight/travel particulars and route or routes (as the case may be). Flight schedules are subject to change without notice. No insurance is provided as part of the Prize, and obtaining any insurance (including, but not limited to, travel insurance including coverage of travel delay, health, accident and medical insurance, and property loss or damage

insurance) is the sole responsibility of the Prize winner and, as applicable, of the Prize winner's guests. Sponsor is not and shall not be liable for any missed opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. If a winner (and/or the winner's guest[s]) is not able to participate in any portion of the Prize, that unused portion will not be substituted for cash or by way of any other prize. The Prize winner may be required to provide a current valid major payment card at time of hotel check-in to cover incidentals, and any and all costs, fees, and expenses not expressly stated to be included in the Prize description. The Prize winner and guest(s) agree to maintain their respective behaviour in accordance with all applicable laws and generally accepted social practices in connection with participation in any Prize-related activity. The Prize Winner (or his/her parent/legal guardian if winner is a minor) understands and agrees that Sponsor, in its sole discretion, has the right to disqualify and remove the Prize winner and/or any guest or guests from any event at any time if that winner or guest's/guests' behaviour at any point is/are uncooperative, disruptive, or may or do cause damage to person, property, or to the reputation of Sponsor, or otherwise violates the policies of the Sponsor. The Prize winner is solely responsible for ensuring the proper behaviour of each of his/her guests.

General Entry Conditions: Each Participant acknowledges and agrees that the decisions of Sponsor and/or the Redemption Centre are and shall be final, binding and conclusive in all matters relating to the AppStakes. Any person attempting to forge Prize Claim Documents or to defraud Sponsor in any way in connection with this AppStakes may be prosecuted to the fullest extent permitted under the law. In the event of a dispute concerning the identity of a Participant, the Participant will be the registered account holder of the email address associated with the disputed Entry, but only if that person meets all other eligibility criteria. Otherwise, the Entry may be disqualified and any Prize potentially won will be forfeited in Sponsor's sole discretion. A registered account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the applicable email address. The Prize winner may be required to show proof of being the registered account holder.

- 8. GENERAL RELEASE AND CONDITIONS OF PARTICIPATION.** Participants assume all risk of transmission, mailing, loss, damage, destruction, delay and misdirection of Prize Claim Documents and are advised to obtain insurance where appropriate. Sponsor, and the AppStakes Entities and all of their respective shareholders, officers, directors, agents, representatives and employees are not responsible for: (a) incomplete, misdirected, late, lost, garbled, unintelligible, damaged, stolen, non-delivered or postage-due submissions of Prize Claim Documents or other AppStakes-related materials whether caused by Participants, postal or courier services, wireless carriers, Internet Service Providers ("ISP") or unauthorized human intervention; (b) any damage to a Participant's or other person's computer system or Digital Device that is caused or occasioned by accessing the My **McD's**[®] App, by participating in the AppStakes or by claiming the Prize; (c) technical difficulties or failures of any kind including, but not limited to, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, Digital Device or wireless carriers, websites or other connection, availability or accessibility problems arising in connection with or over the course of the AppStakes; (d) miscommunications, failed, jumbled, scrambled,

delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, Digital Device, email, mobile or cable transmissions or hardware, software, program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions, interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers; (e) any technical malfunctions, failures or difficulties (including failures to correctly scan and/or redeem the Offers), printing errors or omissions, clerical, typographical or other errors or omissions in any AppStakes advertisement or other materials or postings or any Prize Claim Documents; (f) any errors, omissions or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention; (g) any incorrect or inaccurate information, whether caused by the My **McD's**® App or tampering, hacking, or by any equipment or programming associated with, or utilized in the AppStakes, or (h) the incorrect or inaccurate capture of information or the failure to capture or loss of any information.

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering or interfering in any way with the operation or conduct of the AppStakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the AppStakes, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Prize Claim Documents submitted become the sole property of Sponsor and will not be returned. Sponsor shall not be responsible to correspond with Participants. By participating in the AppStakes, each Participant hereby releases and agrees to hold the AppStakes Entities harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury (whether due to negligence or otherwise), due in whole or in part, directly or indirectly, to participation in the AppStakes or in any AppStakes-related activity or the receipt, use or misuse of the Prize or portion thereof. Participants waive the right to assert as a cost of winning the Prize, any and all costs of verification and redemption or travel to claim the Prize and any liability and publicity which might arise from claiming or seeking to claim the Prize. By participating in the AppStakes the Prize winner hereby agrees and grants Sponsor the right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and Province/territory) and any statements made by or attributed to such Prize winner in any and all media, now known or hereafter devised, without prior notice, review, comment or approval, in perpetuity and throughout the world for advertising, commercial and promotional purposes in connection with the AppStakes and other promotions without further compensation, and releases the AppStakes Entities from any liability with respect thereto.

9. DIGITAL DEVICE REQUIREMENTS.

Using a Digital Device and/or Operating System not supported by the My **McD's**® App may prevent participation in the AppStakes. A Participant's Digital Device also must support the Operating System that the App requires for his/her specific device. While all efforts are made to support current Operating Systems and Digital Devices based on the My **McD's**® App System

Requirements, new Operating Systems and/or Digital Devices may not be supported if brought to market after the development of this AppStakes. Sponsor is not responsible for any browser or device supporting issues.

My **McD's**[®] App System Requirements:

- Android™ 4.4+
- iOS 8.0+ compatible with iPhone, iPad and iPod Touch

10. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SPONSOR MAKES NO WARRANTIES OR CONDITIONS, AND HEREBY DISCLAIMS ANY AND ALL WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, CONCERNING THE PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, EITHER EXPRESSED OR IMPLIED, AND, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE APPSTAKES ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

11. MISCELLANEOUS.

A. General: It is each Participant's responsibility to ensure that he/she has complied in full with all of the conditions and requirements contained in these Official Rules.

B. Force Majeure/Printing and Production Errors or Omissions: Subject to any governmental approval that may be required, the Sponsor reserves the right, without prior notice and at any time, to terminate the AppStakes, in whole or in part, or to modify, suspend or extend the AppStakes, if it determines, in its sole discretion, that the AppStakes in any way and for any reason is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, computer system overload or any other kind of electronic or other overload, glitches or printing or production errors or omissions) have destroyed or severely undermined the proper play, integrity and/or feasibility of the AppStakes. In the event that, in the Sponsor's sole opinion, the Sponsor is impeded or prevented from continuing with the AppStakes as planned or intended by any event beyond its control, including, but not limited to fire, flood, natural or manmade epidemic or crisis, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), any federal, provincial, territorial or local government law, order or regulation, public health crisis, the order of any court or jurisdiction, or by any other cause not reasonably within the Sponsor's control, then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, extend or terminate the AppStakes.

C. Invalidity: The invalidity or unenforceability of any provision of these Official 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 Official 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. Headings and captions are used in these Official Rules solely for ease of reference and shall not be deemed or considered to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the Sponsor. Subject to the provisions of these Official Rules, employees of the Sponsor, or of any of its franchisees, are not authorized to modify, amend or waive these Official Rules.

D. Governing Law: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between one or more Participants and the Sponsor in connection with the AppStakes shall be governed by and construed and interpreted in accordance with the laws in effect in the Participant's jurisdiction of residence. All Participants, the Sponsor and all other parties hereby attorn to the jurisdiction of the courts of sitting in the largest city in the Participant's jurisdiction of residence, in respect of the determination of any matter or dispute arising under or in respect of the AppStakes or these Official Rules and agree that any such determination shall be brought solely and exclusively before such courts.

E. Language or Other Discrepancy: In the event that there is a discrepancy or inconsistency between the English-language version and the French-language version of these Official Rules or of any Declaration and Release(s), the English version shall prevail, govern and control. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any AppStakes Materials or in the Declaration and Release, or in advertising or other publicity or materials or communications concerning or related to the AppStakes, and the provisions contained in these Official Rules, the provisions in these Official Rules shall prevail, govern and control.

F. Privacy: Sponsor will collect, use and disclose information, including personal information, provided by Participants in connection with the AppStakes for the purposes of administering the AppStakes and fulfilling the Prize. Participants may be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. The AppStakes may be hosted on servers in the United States, and the personal information provided by Participants may therefore also be subject to the laws of the United States. Except as otherwise contemplated in these Official Rules, personal information collected, used and disclosed by the Sponsor in connection with the AppStakes will be dealt with by the Sponsor in accordance with the Sponsor's online privacy policy posted at <https://www.mcdonalds.com/ca/en-ca/privacy.html>.

G. Cooperation in Prize Award Event(s): In consideration of being awarded the Prize in the AppStakes, the Prize winner (and if the Prize winner is a minor, his/her parent or legal guardian), and all guests, jointly and severally agree to participate fully and without compensation in any announcement(s) and/or presentation ceremony/ceremonies and/or event or events organized or presented by the Sponsor in its sole discretion related to the granting of a Prize to such Prize winner and/or related to the Prize winner's and/or the guest's(s) participating in the Prize, including the use and enjoyment of the Prize, including, without limitation, press events before, during and/or after the completion of any travel encompassed in the Prize.

H. Official Rules Availability: These Official Rules will be available at mcdonalds.ca until June 16, 2019. To receive a copy of the Official Rules via mail, a Participant should mail, in a postage-paid outer envelope, a self-addressed, postage-paid inner envelope to “My **McD’s**® AppStakes” Official Rules Request, PO Box 12150, Saint John, NB, E2L 5E7. Limit one (1) self-addressed, postage-paid envelope per outer envelope.

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