

McDonald's From Home Social Media Contest
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. CONTEST PERIOD:

The McDonald's From Home Social Media Contest (the "**Contest**") is sponsored by McDonald's Restaurants of Canada Limited ("**Sponsor**") and begins on or about 12:00:01 a.m. ET on November 9, 2021, and ends at 11:59:59 p.m. ET on November 19, 2021 (the "**Contest Period**"). All times in these Official Rules reflect Eastern Time ("**ET**"). Entry is available in English at the Sponsor's English language Instagram and Twitter accounts @mcdonaldscanada only.

2. ELIGIBILITY:

The Contest is open to residents of Canada who have reached the age of thirteen at the beginning of the Contest Period (each eligible person, an "**Entrant**") except for: (a) persons who, at the beginning of the Contest Period, are or become franchisees, directors, officers, employees, representatives or agents of Sponsor or the Contest Administrator (as defined below), or of any of Sponsor's or the Contest Administrator's respective parent companies, subsidiaries, affiliates, related companies, franchisees, local corporate or non-corporate advertising cooperatives, advertising, promotion and public relations agencies, service agencies or independent contractors; (b) individuals engaged in the development, production, distribution or supply of materials or prizes for the Contest; and (c) persons who are or purport to be an immediate family member (defined as spouse, dependent for federal income tax purposes, or step-, adoptive, foster, custodial or natural mother, father, sister, brother, daughter or son) of any person in any of the preceding categories, regardless of where they live, and any persons who reside in the same household, whether related or not, as any person in any of the preceding categories.

If a prize winner is a minor in their province/territory of residence, the applicable prize will be awarded in the name of that prize winner's parent/legal guardian, who must execute any required documents and must agree to all obligations and undertakings of a selected Entrant and, if applicable, of a verified prize winner, both on behalf of himself/herself and the minor, or the prize will be forfeited in its entirety and will not be awarded in the Contest.

By participating in the Contest, each Entrant (or their parent/legal guardian on their behalf if the Entrant is a minor) fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of Sponsor and The Marketing Store Worldwide LP (the "**Contest Administrator**"), which shall be final and binding in all respects. **Instagram's and/or Twitter's** servers, as applicable, shall serve as the official clock for the purposes of determining the time at which an Entry (as defined below) was received.

3. HOW TO ENTER:

A. English Entry: There are two (2) ways to enter the Contest (each, an “**Entry**”):

(i) Via Instagram: To enter the Contest, an Entrant must (i) ensure their Instagram account is publicly visible (i.e. is not set to a “Private Account” in Instagram’s settings); (ii) follow the Sponsor’s English language Instagram account @mcdonaldscanada, and (iii) respond in the comment section to an Instagram post by Sponsor during the Contest Period featuring the hashtags **#McDonaldsFromHome** and **#Contest** on the Sponsor’s English Instagram account @mcdonaldscanada.

(ii) Via Twitter: To enter the Contest, an Entrant must (i) ensure their Twitter account is publicly visible (i.e., is not set to a “Private Account” in Twitter’s settings); (ii) follow the Sponsor’s English language Twitter account @McDonaldsCanada, and (iii) reply to Sponsor’s Contest-related Tweet during the Contest Period featuring the hashtags **#McDonaldsFromHome** and **#Contest** on the Sponsor’s English Twitter account @McDonaldsCanada.

B. Entry Requirements/Limit:

Limit one (1) Entry per eligible person in the Contest, regardless of whether an Entrant enters via the Sponsor’s English Instagram or Twitter account. Your submission must meet the Content Restrictions set out in **Section 4** to be eligible.

4. ENTRY CONTENT RESTRICTIONS:

By submitting an Entry, each Entrant agrees that their Entry conforms to the Content Restrictions as defined below (collectively, the “**Content Restrictions**”) and that Sponsor and/or the Contest Administrator, in their sole discretion, may remove an Entry and/or disqualify an Entrant from the Contest if they believe, in their sole discretion, that the Entry fails to conform to the Content Restrictions, Instagram’s Terms of Use and Community Guidelines, Twitter’s Terms of Service, or violates any provision of these Official Rules in any way.

Each Entry must comply with the following Content Restrictions:

1. An Entry cannot be sexually explicit or suggestive, profane or pornographic, or contain nudity.
2. An Entry cannot be derogatory or promote bigotry, racism, violence, hatred or harm against any group or individual, or promote any form of discrimination whatsoever (including, but not limited to, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age).
3. An Entry cannot promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message.
4. An Entry cannot be inappropriate, indecent, obscene, offensive, hateful, tortuous, defamatory, slanderous or libelous, endorse any form of hate or hate group, or depict cruelty to persons or animals, or content which might be reasonably expected to shock, insult or offend the community, breach community standards of decency.

5. An Entry cannot defame, misrepresent, reflect unfavourably upon the name or reputation of Sponsor, its products, brands, services, employees, crew or customers, or other people (living or deceased), products or companies, or contain disparaging remarks about Sponsor or its products, brands, services, employees, crew or customers, or other people (living or deceased), products or companies.
6. An Entry cannot feature or otherwise mention competitors of Sponsor.
7. An Entry cannot use trademarks, logos or trade dress owned by others (other than Sponsor) or advertise or promote any brand or product of any kind (other than Sponsor's). To the extent that the content includes or incorporates any trademarks, copyrights, likenesses, references, materials or other intellectual property belonging to third parties (collectively, "**Third Party Materials**"), Entrant shall be solely responsible and liable for his/her use of the Third Party Materials and Sponsor makes no representations or warranties regarding, and shall have no obligations relating to, the Third Party Materials.
8. An Entry cannot contain any personal information, such as license plate numbers, personal names, e-mail addresses or street addresses.
9. An Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate.
10. An Entry cannot depict, and cannot itself, be in violation of any applicable law, regulation, guidelines, policies or social media platform terms of use.
11. An Entry cannot contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
12. An Entry cannot contain any reference to, or likeness of, any identifiable individuals, including a celebrity, athlete, politician or other well-known individual, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their province/territory of residence.

ENTRIES AND CONTENT ON AN ENTRANT'S INSTAGRAM OR TWITTER ACCOUNT REPRESENT THE VIEWS AND OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to Entrants.

5. WINNER SELECTION, NOTIFICATION AND OTHER CONDITIONS:

A. Winner Selection:

One Hundred Fifty (150) eligible winners and four hundred fifty (450) backup potential winners will be selected in a random draw from among all eligible Entries received during the Contest Period outlined in **Section 3**.

The random draws will take place on or about November 30, 2021 ("**Draw Date**") at approximately 1:00 p.m. ET at the office of the Contest Administrator located at 55 West Monroe Street, Suite 1400, Chicago, Illinois, USA.

Limit one (1) prize per person during the Contest Period.

B. Skill-Testing Question: Each Entrant selected as eligible to win a prize must correctly answer a skill-testing question, without electronic, mechanical or other assistance of any kind, to be administered by Sponsor and/or the Contest Administrator and/or their respective designee.

C. Other Information/Conditions:

Selected Entrants will be notified by the Contest Administrator or its designee by private message through the social media platform used to enter the Contest within approximately five (5) business days following the Draw Date that they were selected as eligible to win a prize. The private message will contain a skill-testing question that the selected Entrant must correctly answer without any electronic, mechanical or other assistance. Each selected Entrant will be asked to respond to the private message and provide their first and last name, street address (no PO Boxes), Apt # (if applicable), city, province, postal code, email address, phone number (and the same for their parent/legal guardian if the potential prize winner is a minor) as well as an answer to the skill-testing question within two (2) days of delivery. Selected Entrants may also be required as a condition of winning a prize, at the sole discretion of Sponsor, to complete and accept the terms of a declaration and release (the “**Declaration and Release**”), which will be sent to a selected Entrant by e-mail. If required, the selected Entrant must return a completed and signed Declaration and Release to the Contest Administrator or its designee in the manner and for receipt by the Contest Administrator or its designee within the time specified in the e-mail. The Contest Administrator or its designee will verify that the selected Entrant has correctly answered the skill-testing question, and, if required, that the Declaration and Release has been completed satisfactorily (including, if the selected Entrant is a minor, that the Declaration and Release has been executed by their parent or legal guardian).

If the potential prize winner does not respond to the private message and provide the required information by the required time, has not correctly answered the skill-testing question within the deadline, does not return (if required) the signed Declaration and Release to the Contest Administrator or its designee, or fails to do so for receipt by the Contest Administrator or its designee by the required time, or in any other manner has not complied with these Official Rules, the Contest Administrator will declare the selected Entrant to be disqualified and they will be ineligible to receive the prize for which they were selected. The disqualified Entrant will have no claim against Sponsor or any of the Releasees (as defined in **Section 7**) in respect of the Contest or the prize that they might otherwise have won. In such event, a backup potential prize winner will be selected from among all remaining eligible Entries received for the Contest during the Contest Period.

6. PRIZE INFORMATION / APPROXIMATE RETAIL VALUE (“ARV”) / ODDS OF WINNING

One Hundred Fifty (150) Prizes available:

Each verified winner will receive a prize pack that includes: a custom vintage McDonald’s Crew onesie, ARV: \$55 CAD; a 15-oz. Arches travel mug, ARV: \$2 CAD; a \$10 CAD McDonald’s Card; a custom McDonald’s Lap Tray, ARV: \$12 CAD; a custom McDonald’s Cheeseburger wearable blanket, ARV: \$85 CAD; a fry-box phone stand, ARV: \$6 CAD; a \$20 e-gift code that can be used for McDelivery® from one of either DoorDash, SkipTheDishes or Uber Eats, as randomly selected by the Sponsor or Contest Administrator. E-gift codes will expire on January

1, 2022 and are subject to the applicable food delivery services' terms and conditions. Total ARV of each Prize: \$190 CAD.

Odds of winning a prize will depend on the number of eligible Entries received during the Contest Period.

7. PRIZE RESTRICTIONS / PRIZE CONDITIONS:

(a) Winner is solely responsible for all federal, provincial, and/or local income taxes, sales tax, gift taxes, surcharges, service charges, processing and handling fees, and all other costs or expenses incurred in claiming a prize. Prize transfers are not allowed, except with the express consent of Sponsor (which may be withheld for any reason). Prize must be accepted as awarded and no substitutions, exchange, or conversion to cash will be made (except that, if for any reason a prize is not available, Sponsor, at its sole option may substitute a prize having an approximate retail value of no less than the approximate retail value of the prize).

(b) Subject to the provisions of these Official Rules, only the number of prizes described in Section 6 above will be available to be awarded in this Contest and in no event shall more than that number of each kind of prize be awarded. Any refusal by a prize winner to accept a prize, as awarded and in its entirety, hereby releases and forever discharges Sponsor and the Releasees (as defined below) from all obligations to the prize winner related to the prize, including delivery of same, and the prize will not be awarded in the Contest.

(c) By participating in the Contest, each selected Entrant releases and agrees to indemnify and hold harmless Sponsor, the Contest Administrator, Instagram and Twitter and each of those entities' respective parent companies, subsidiaries, affiliates, related companies, franchisees, successors, assigns, local corporate and non-corporate advertising cooperatives, advertising, promotion and public relations agencies, service agencies and independent contractors, and all of those entities' respective directors, officers, employees, representatives and agents (collectively, the "**Releasees**") from and against any and all liability for any and all costs, injuries, losses or damages of any kind, including, without limitation, death and injury and property loss or damage, due in whole or in part, directly or indirectly, to participation in the Contest, or arising out of participation in any Contest-related activity, or due or related to the acceptance, receipt, use or misuse of the whole or any part of any prize or prize-related activity, or the use by Sponsor or its designees of any Entry or component thereof. The selected Entrant waives the right to assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize, and any claim respecting liability and publicity that might arise from redeeming or seeking to redeem that prize. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, ON THE PART OF SPONSOR, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES AND CONDITIONS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

(d) By participating in the Contest, each selected Entrant agrees to the use (but not the obligation to use) and disclosure by Sponsor of their name, photograph, voice, biographical information and image, along with (or without) their address (town/city and province/territory) and to the use (but not the obligation to use) by Sponsor of any statements made by or

attributed to them in connection with the Contest, the prize, or both, in any and all media (including, without limitation, print, broadcast and Internet) now known or hereafter devised, worldwide, in perpetuity, in any language and throughout the universe for advertising, promotional, publicity or any other purposes as determined by Sponsor, in its sole discretion, in connection with the Contest and in other promotions conducted by Sponsor, or its parent, subsidiaries, affiliates or related companies, without further compensation, notice, approval or authorization, and hereby releases the Releasees from any claims or liability arising out of or with respect to such use and/or disclosure, if any.

(e) The Contest Administrator is not obliged to engage in any individual contact, or correspondence, with any person, except with the selected Entrant of the prize.

8. GENERAL CONDITIONS:

(a) All decisions of Sponsor and the Contest Administrator concerning any matter involved in the Contest are final and binding in all respects, and all eligible persons who enter the Contest agree to abide by all of the instructions and decisions of Sponsor and the Contest Administrator. In the event of any dispute regarding the interpretation of any provision of these Official Rules, the decision or interpretation of Sponsor in that regard shall be final and binding upon all persons who enter the Contest.

(b) All Entries recorded in the Contest for any person are subject to verification by Sponsor and/or the Contest Administrator. Any Entry or Declaration and Release (if required), which, for any reason, is incomplete, altered, or contains false or misleading information is invalid and the person who submits such Entry or document will be disqualified for the applicable prize in the Contest. A verified winner must allow approximately six (6) weeks following receipt by the Contest Administrator or its designee of the selected Entrant's answer to the skill-testing question, and, if required, of the Declaration and Release, for verification by the Contest Administrator or its designee of all matters relevant to that selected Entrant's Entry and Declaration and Release (if required) and for delivery of the prize.

(c) Participation in the Contest is subject to Sponsor's Privacy Policy and to the Terms of Use of the **INSTAGRAM OR TWITTER** platforms. **IF YOU DO NOT AGREE TO THE PRIVACY POLICY AND TERMS OF USE OF INSTAGRAM OR TWITTER, DO NOT ENTER THE CONTEST, PROVIDE ANY INFORMATION THROUGH INSTAGRAM OR TWITTER OR OTHERWISE USE INSTAGRAM OR TWITTER AS IT RELATES TO THE CONTEST.**

(d) Releasees are not responsible for lost, late, incomplete, illegible, damaged, inaccurate, stolen, delayed, misdirected, failed or undelivered Entries, private messages, e-mails, or other transmissions; or Entries that contain an incorrect answer to the skill-testing question; or for lost, interrupted, failed, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, telephone or cable transmissions, lines or other connections; or hardware or software malfunctions on computers or other electronic devices, or other technical failures or difficulties; or for transactions processed late or incorrectly due to computer or electronic malfunction; for the failure, interruption or delay of any Entry or e-mail or private message or Declaration and Release or mail or courier delivery or other communication to be received, delivered or sent in connection with the Contest, for the security or privacy of information transmitted via computer/electronic device networks; or for any breaches of privacy due to

interference by third party computer “hackers”, or other errors, difficulties, interventions, malfunctions, incompatibility, misconnection or miscommunication of any kind, whether human, virus, bug, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, or in any Contest-related materials. Except where prohibited by law, none of the Releasees are responsible for any incomplete, incorrect or inaccurate information, whether caused by Instagram or Twitter platform users, any equipment or programming associated with or utilized in the Contest, or by tampering or hacking (including the Instagram or Twitter platform). None of the Releasees are responsible for injury or damage to any person's computer or other electronic device related to or resulting from participating in this Contest or from use of the Instagram and/or Twitter platform (including but not limited to the corruption/loss/destruction of any information/data stored therein).

9. GOVERNING LAW:

EXCEPT FOR RESIDENTS OF THE PROVINCE OF QUEBEC, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Entrant or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws in effect in the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. All eligible persons, Sponsor, the Contest Administrator, and all other parties hereby attorn to the jurisdiction of the courts of the Province of Ontario, sitting in the City of Toronto, Ontario, in respect of the determination of any matter or dispute arising under or in respect of the Contest or these Official Rules and agree that any such determination shall be brought solely and exclusively before such courts in the Province of Ontario. **Quebec Residents:** Residents of the Province of Quebec may submit any litigation respecting the conduct of this publicity contest to the Régie des alcools, des courses et des jeux (the “**Régie**”) for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

10. LANGUAGE DISCREPANCY:

In the event there is a discrepancy or inconsistency between the English language version and any other language version of these Official Rules or any Contest materials, 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 Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

11. DISQUALIFICATION/FORCE MAJEURE:

It is the Entrant's responsibility to ensure that they have complied with the conditions contained in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or interfering with the operation of the Contest, or with the enforcement or functioning of these Official Rules; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or

with the intent to disrupt, undermine or corrupt the fair and proper administration, security or 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, which may include banning or disqualifying persons from entering the Contest and any future contests conducted by Sponsor. A selected Entrant may be required to provide Sponsor and/or Contest Administrator with proof that the selected Entrant is the authorized account holder of an e-mail address or an Instagram or Twitter account. The authorized account subscriber is the natural person who is assigned the account by Instagram or Twitter. An authorized account holder of an e-mail address is the individual assigned to the e-mail address for the domain by an internet service provider, online service provider, wireless carrier or other organization (e.g., business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute regarding who submitted an Entry, the authorized subscriber of the Instagram or Twitter account at the time of entry will be deemed to be the Entrant and must comply with these Official Rules. If a dispute cannot be resolved to Sponsor's satisfaction, the Entry will be deemed ineligible. No illegible, incomplete, forged, software-generated or other automated Entries will be accepted. Entries made by any other individual or any entity, and/or originating at any other mechanism, including but not limited to commercial contest subscription notification and/or entering services, will be declared invalid and disqualified for this Contest. Sponsor reserves the right, subject to the approval of the Régie with respect to residents of Quebec, without prior notice and at any time, to terminate the Contest, in whole or in part, or cancel, modify, amend, suspend or reinstate the Contest in any way, with no obligation or liability, subject to applicable law, if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions, viruses, bugs or any other cause or any nature which is beyond the reasonable control of Sponsor have destroyed, severely undermined, or adversely affected the security, integrity, feasibility and/or proper administration of the Contest. In the event Sponsor is prevented from continuing with the Contest as contemplated herein by any event beyond its control, or any federal, provincial or local government law, order, or regulation, or order of any court or jurisdiction, then Sponsor shall have the right to modify, amend, extend, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will select winners in a random drawing from all eligible, non-suspect Entries received during the Contest Period as of the date of the event giving rise to the termination. Sponsor will have no liability whatsoever if, for any reason, the Contest is not capable of running as planned or for any loss or damage incurred by any person as a result of participation in the Contest or related to or resulting from any material related to this Contest, or any other matter, occurrence, act or omission arising in respect of the Contest.

12. ENTRANT'S PERSONAL INFORMATION:

Personal information will be collected, used and disclosed by Sponsor, the Contest Administrator and their respective designees for the purpose of administering the Contest in accordance with these Official Rules, and otherwise managed in accordance with Sponsor's Privacy Policy posted at <https://www.mcdonalds.com/ca/en-ca/privacy.html>. By entering the Contest, each Entrant consents to the receipt of private messages to their Instagram or Twitter account and other e-mail communications from the Contest Administrator or its designee in connection with the administration of the Contest.

13. INSTAGRAM AND TWITTER:

This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter. Entrants understand that they are providing their information to Sponsor and not to Instagram or Twitter. The information provided by Entrants will only be used for the administration of this Contest and in accordance with Sponsor's privacy policy. Instagram and Twitter are completely released of all liability by each Entrant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to Sponsor and not to Instagram or Twitter.

SPONSOR: McDonald's Restaurants of Canada Limited

©2021 McDonald's