

McFLURRY® TRUCK CONTEST – OFFICIAL CONTEST RULES

THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA
AND IS GOVERNED BY CANADIAN LAW

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

The McFlurry® Truck Contest (the “**Contest**”) begins on July 5, 2019 at 3:00PM ET, and ends on July 21, 2019 at 11:59:59 PM ET or once five thousand (5,000) Submissions (defined below) are received, whichever occurs first (the “**Contest Period**”).

2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Canada (excluding Northwest Territories, Nunavut and Yukon) who: (i) have reached the legal age of majority in their province of residence at the time of entry, and (ii) are the organizer of an eligible Event (defined below); except (i) any person who, on or after January 1, 2019, was or is a director, officer, employee, representative, agent or franchisee of McDonald’s Restaurants of Canada Limited (the “**Sponsor**”) or of Sponsor’s parent companies, subsidiaries, affiliates, franchisees, distributors, prize suppliers, advertising, promotion or public relations agencies, service agencies or independent contractors; (ii) any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest, including the Prize; and (iii) 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 (collectively, the “**Contest Parties**”).

In order to be eligible, each entrant must be the organizer of an event scheduled to take place in his/her province of residence between August 3, 2019 and August 31, 2019 (the “**Event Period**”) and that is in compliance with these Official Rules (the “**Rules**”) (including, but not limited to, the specific Event Requirements listed below in Rule 8), as determined by the Sponsor in its sole and absolute discretion (an “**Event**”). To qualify as the organizer of an Event, each entrant must: (i) at all times be the fully authorized organizer of the Event (including, without limitation, having obtained all appropriate and necessary consents to submit the Event for consideration as the location of a Prize in full compliance with the term and conditions stated in these Rules; (ii) provide to Sponsor or its representatives any and all required information that relates to the Event for the purposes of administering the Contest in accordance with these Rules; (iii) invite and permit the Sponsor’s designated representatives to attend the Event; and, (iv) agree to be legally bound by these Rules (including, without limitation, with respect to all Event Requirements).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Rules.

4. FACEBOOK, TWITTER AND INSTAGRAM NOT INVOLVED:

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter or Instagram (each, a “**Social Platform**”). Each Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to a Social Platform. You may only use one (1) Facebook account or one (1) Twitter account or one (1) Instagram account (each, an “**Account**” and collectively the “**Accounts**”) to participate in this Contest. Each entrant that enters the Contest via a public Submission (in contrast to a direct message Submission) is solely responsible for ensuring his/her applicable Account settings are set to allow his/her Submission (defined below) to be viewed by the public (including without limitation the Sponsor and its representatives).

5. HOW TO ENTER:

You may enter the Contest as follows:

Facebook: To enter via Facebook, you must log-in to your Facebook Account and visit the Sponsor’s Facebook Page at <https://www.facebook.com/McDonaldsCanada/> (the “**Sponsor’s Facebook Page**”). Next, either: (a) locate the Contest post (the “**Facebook Post**”) that has been posted on the Sponsor’s Facebook Page by or on behalf of the Sponsor and provide a text or

video comment on the Facebook Post describing your Event, including: (i) the type of Event you are organizing; (ii) the date and location (city/town/village and province) of your Event; (iii) why you want the McFlurry Truck to come to your Event; and (iv) the #McFlurryTruck and #Contest hashtags (the “**Hashtags**”) (however, although we recommend to include the Hashtags, it is optional) (collectively, a “**Public Facebook Post**”); or (b) send a direct message to the Sponsor via Facebook that includes: (i) the type of Event you are organizing; (ii) the date and location (city/town/village and province) of your Event; (iii) why you want the McFlurry Truck to come to your Event; and (iv) the Hashtags (however, although we recommend to include the Hashtags, it is optional) (collectively, a “**Private Facebook Post**”).

OR

Twitter: To enter via Twitter, you must log-in to your Twitter Account and visit the Sponsor’s Twitter Account at @mcdonaldscanada (the “**Sponsor’s Twitter Account**”). Next, either: (a) locate the Contest Tweet (the “**Tweet**”) that has been posted on the Sponsor’s Twitter Account by or on behalf of the Sponsor and provide a text or video reply to the Tweet describing your Event, including: (i) the type of Event you are organizing; (ii) the date and location (city/town/village and province) of your Event; (iii) why you want the McFlurry Truck to come to your Event; and (iv) the Hashtags (however, although we recommend to include the Hashtags, it is optional) (collectively, a “**Public Twitter Post**”); or (b) send a direct message to the Sponsor via Twitter that includes: (i) the type of Event you are organizing; (ii) the date and location (city/town/village and province) of your Event; (iii) why you want the McFlurry Truck to come to your Event; and (iv) the Hashtags (however, although we recommend to include the Hashtags, it is optional) (collectively, a “**Private Twitter Post**”).

OR

Instagram: To enter via Instagram, you must log-in to your Instagram Account and visit the Sponsor’s Instagram Account at @mcdonaldscanada (the “**Sponsor’s Instagram Account**”). Next, either: (a) locate the Contest Instagram Post (the “**Instagram Post**”) that has been posted on the Sponsor’s Instagram Account by or on behalf of the Sponsor and provide a text or video comment on the Instagram Post describing your Event, including: (i) the type of Event you are organizing; (ii) the date and location (city/town/village and province) of your Event; (iii) why you want the McFlurry Truck to come to your Event; and (iv) the Hashtags (however, although we recommend to include the Hashtags, it is optional) (collectively, an “**Public Instagram Post**”); or (b) send a direct message to the Sponsor via Instagram that includes: (i) the type of Event you are organizing; (ii) the date and location (city/town/village and province) of your Event; (iii) why you want the McFlurry Truck to come to your Event; and (iv) the Hashtags (however, although we recommend to include the Hashtags, it is optional) (collectively, a “**Private Instagram Post**”) (collectively, Public Facebook Posts, Private Facebook Posts, Public Twitter Posts, Private Twitter Posts, Public Instagram Posts and Private Instagram Posts will be referred to as “**Initial Submissions**”).

After providing your Initial Submission, as described above, a designated representative of the Sponsor may contact you via response to your Initial Submission or direct message on the corresponding Social Platform to request additional information. Such requested information may include, but is not limited to, details regarding your Initial Submission (e.g. details regarding your story), the expected number of guests at your Event, venue location, Event itinerary and any further information the Sponsor may deem relevant and important in terms of evaluating your Event for the purposes of this Contest. If contacted, you need not reply; however, if you do reply such reply must occur during the Contest Period in order to be considered eligible for consideration. Each entrant is solely responsible for ensuring his/her Account settings are set to be able to receive notification messages, monitoring his/her Account for such notification messages and following all instructions contained in such notification messages, failing which, he/she may be disqualified (as determined by the Sponsor at its sole discretion).

To be eligible, your Initial Submission and any further materials, content or information that you submit in connection with the Contest (regardless of the method of entry, including but not limited to all content and materials submitted to the Sponsor via direct message) (collectively, the “**Submission**”) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components noted above; (iii) be in accordance with these Rules, including, but not limited to, the specific Submission and Event Requirements listed below in Rule 8; and (iv) be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the “**Social Platform Rules**”) (all as determined by Sponsor in its sole and absolute discretion).

6. SUBMISSION LIMIT AND CONDITIONS:

There is a limit of one (1) Submission per person (regardless of the method of entry). If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; (ii) use multiple names, multiple identities, multiple e-mail addresses, multiple Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, Facebook Inc., Twitter Inc., Instagram Inc., and each of their respective directors, officers, employees, representatives, agents, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost,

misdirected, delayed, incomplete or incompatible Submissions (all of which are void). A Submission may be rejected if, in the sole and absolute discretion of the Sponsor: (i) it is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Submission is not in compliance with these Rules (including, but not limited to, the specific Submission and Event Requirements listed below in Rule 8) and/or the applicable Social Platform Rules (all as determined by Sponsor in its sole and absolute discretion).

NOTWITHSTANDING THE FOREGOING, A TOTAL MAXIMUM OF FIVE THOUSAND (5,000) SUBMISSIONS WILL BE ELIGIBLE FOR THIS CONTEST AND ANY SUBMISSION(S) RECEIVED IN EXCESS OF THIS THIS MAXIMUM NUMBER WILL NOT BE ELIGIBLE FOR THIS CONTEST.

7. VERIFICATION:

All Submissions, Events and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require an entrant to provide further information (including without limitation documented proof) of identity and/or eligibility or other compliance with the letter and spirit of these Rules (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility, compliance, suitability and/or legitimacy of any Event, Submission and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest (including without limitation Prize fulfillment) in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of the Contest will be the official time-keeping device(s) used by the Sponsor.

8. SUBMISSION AND EVENT REQUIREMENTS:

BY SUBMITTING A SUBMISSION, YOU AGREE THAT YOUR SUBMISSION (AND EACH INDIVIDUAL COMPONENT THEREOF) AND YOUR EVENT COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR SUBMISSION (OR ANY COMPONENT THEREOF); (II) YOUR AND YOUR GUESTS' PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES (INCLUDING, WITHOUT LIMITATION, YOUR EVENT); (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED THE WINNER, THE PRIZE (INCLUDING ANY DAMAGES CAUSED IN RELATION TO ANY PRIZE-RELATED ACTIVITY). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE APPLICABLE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF THE PRIZE.

SUBMISSION REQUIREMENTS: By participating in the Contest, each entrant hereby warrants and represents that his/her Submission:

- i. Will not be sexually explicit or suggestive, profane or pornographic, or contain nudity;
- ii. Will not 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);
- iii. Will not 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 particular political agenda or message;
- iv. Will not be inappropriate, indecent, obscene, offensive, hateful, tortuous, defamatory, slanderous or libelous, or endorse any form of hate or hate group;
- v. Will not defame, misrepresent or contain disparaging remarks about the Sponsor or its products, or other people, companies or products;
- vi. Will not feature or otherwise mention competitors of the Sponsor;
- vii. Will not feature the trademarks, logos or trade dress owned by others (other than the Sponsor), or advertise or promote any brand or product of any kind (other than the Sponsor's);
- viii. Will not contain any reference to, or likeness of, any identifiable individuals, 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 of residence;
- ix. Will not contain personal information of individuals other than the entrant, including names (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 of residence), telephone numbers and addresses (physical or electronic);
- x. Will not promote or communicate messages inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate;

- xi. Will not promote activity that is in violation of, any applicable law, regulation, guidelines, policies or Social Platform Rules;
- xii. Will comply with all applicable laws, regulations, municipal codes;
- xiii. Will not give rise to any third party claims, including without limitation with respect to damages, losses or injuries caused in connection with the Event; and
- xiv. Is original and will not include material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights (including without limitation copyright).

Subject to the maximum number of Submissions referred to in Rule 6 above, the Sponsor and/or its promotional agency or designated content moderator (the "**Reviewer**") reserves the right to screen all Submissions. Any Submission that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Submission (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Submission (or any part thereof) in order to ensure that the Submission complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Submission (and therefore the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

EVENT REQUIREMENTS: In order to be eligible for this Contest, an Event must:

- a. take place in a Region (defined below) during the Event Period;
- b. must be accessible such that the McFlurry Truck can drive to the Event location;
- c. have fifteen (15) or more guests attending the Event;
- d. be executed on private property (such that the entrant is the owner of such private property or has obtained the express permission of the property owner as required to conduct the Event on such private property), or the entrant must have obtained all required licenses, permits and any other permissions required to conduct the Event on public property (including without limitation as required to fulfill the Prize on public property);
- e. be non-denominational and a-political;
- f. be suitable and safe to fulfill the Prize on-site at the Event;
- g. be an independent/"stand alone" event, with the McFlurry Truck merely being an add-on to that Event; and
- h. not be offensive, obscene or inappropriate (all as determined by the Sponsor in its sole and absolute discretion).

By participating in the Contest, each entrant hereby warrants and represents that his/her Event and all Event communications (and all social accounts and social feeds associated with the entrant):

- xv. Will not be sexually explicit or suggestive, profane or pornographic, or contain nudity;
- xvi. Will not 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);
- xvii. Will not 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 particular political agenda or message;
- xviii. Will not be inappropriate, indecent, obscene, offensive, hateful, tortuous, defamatory, slanderous or libelous, or endorse any form of hate or hate group;
- xix. Will not defame, misrepresent or contain disparaging remarks about the Sponsor or its products, or other people, companies or products;
- xx. Will not feature or otherwise mention competitors of the Sponsor;
- xxi. Will not feature the trademarks, logos or trade dress owned by others (other than the Sponsor), or advertise or promote any brand or product of any kind (other than the Sponsor's);
- xxii. Will not contain any reference to, or likeness of, any identifiable individuals, 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 of residence;
- xxiii. Will not contain personal information of individuals other than the entrant, including names (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 of residence), telephone numbers and addresses (physical or electronic);
- xxiv. Will not promote or communicate messages inconsistent with the positive images and/or goodwill to which the Sponsor wishes to associate;
- xxv. Will not promote activity that is in violation of, any applicable law, regulation, guidelines, policies or Social Platform Rules;
- xxvi. Will comply with all applicable laws, regulations, municipal codes;
- xxvii. Will not give rise to any third party claims, including without limitation with respect to damages, losses or injuries caused in connection with the Event; and
- xxviii. Is original and will not include material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights (including without limitation copyright).

9. LICENSE:

By entering the Contest and submitting a Submission, each entrant: (i) without limiting the applicable Social Platform Rules, as applicable, grants to the Sponsor, in perpetuity, a non-exclusive, worldwide license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use his/her Submission (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media; (ii) waives all moral rights in and to his/her Submission (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Submission); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, losses, costs, and expenses arising from use of his/her Submission (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related or other cause of action whatsoever.

10. PRIZES:

There are five (5) prizes available to be won, each consisting of a McFlurry Truck experience (each a “Prize” and collectively, the “Prizes”), including: (i) a visit (time on-site will vary but in any event will not exceed five (5) hours) from the McFlurry Truck at the confirmed winner’s Event; and, (ii) McFlurry desserts for the winner and Event attendees for the duration of the visit, subject to the limitations set out herein. Limit of one (1) Prize per eligible entrant. The Sponsor expects to allocate one (1) Prize to each of the five (5) following regions (each, a “Region”): (a) British Columbia; (b) Alberta, Saskatchewan and Manitoba; (c) Ontario; (d) Quebec; and, (e) New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador; HOWEVER, the Sponsor reserves the right to modify this allocation in its sole and absolute discretion on the basis of the relative Scores (defined below) in each Region (i.e. if the Submissions in a Region do not obtain high Scores relative to another Region, the Sponsor reserves the right to re-allocate the Prize from the Region that has Submissions with lower relative Scores to the Region that has Submissions with higher relative Scores).

Depending on the size of the Event, either sample size McFlurry desserts or Snack Size McFlurry desserts will be distributed during a five (5) hour window (with the size of McFlurry dessert to be determined at the Sponsor’s designated representative’s sole and absolute discretion), with a maximum serving capacity of 1,800 sample size McFlurry desserts or 1,200 Snack Size McFlurry desserts respectively during an Event. Based on the maximum serving capacity for each McFlurry dessert size, the approximate retail value (“ARV”) of each Prize is CAD\$2,394 if sample size McFlurry desserts are served at an Event, and CAD\$3,180 if Snack Size McFlurry desserts are served at an Event. The ARV of each Prize will depend upon the size of McFlurry dessert served and the number of McFlurry desserts prepared at the applicable Event, subject to the maximum serving capacity of the McFlurry Truck.

Without limiting the generality of the foregoing, the following terms and conditions apply to the Prize: (i) the Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions except at Sponsor’s option; (iii) Prize fulfillment must occur at the Event during the Event Period on the date specified in the confirmed winner’s Submission in accordance with the Sponsor’s instructions and requirements (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner, including, without limitation all costs related to the planning and execution of the Event; (v) if the confirmed winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vi) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor’s sole discretion, a cash award; (vii) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (viii) any difference between the actual value of the Prize and its stated approximate retail value will not be awarded, including the difference in the approximate retail value of the Prize depending on the size of McFlurry dessert served at the Event; (ix) all characteristics and features of the Prize (and of each Prize element), except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion; (x) the Released Parties will be in no way responsible in the event that the confirmed winner’s Event is cancelled, postponed or rescheduled for any reason whatsoever, in which case, the Prize may be forfeited and nothing will be provided in its place; (xi) precise travel arrangements and timing for fulfillment of the Prize are subject to the Sponsor’s Event Period scheduling and shall be made at the Sponsor’s sole and absolute discretion; (xii) there is an estimated McFlurry production maximum capacity of approximately 1,800 sample size McFlurry desserts or 1,200 Snack Size McFlurry desserts (with four (4) staff members) during a five (5) hour window; and if the sampling hours need to be extended beyond five (5) hours, the confirmed winner must send a request to the Sponsor for an extension with a minimum seventy-two (72) hours prior notice (and, for greater certainty, such extension may be denied at any time as determined by the Sponsor in its sole and absolute discretion); and (xiii) the McFlurry Truck requires a minimum of one (1) hour of preparation time on-site at the Event before it can serve McFlurry desserts.

IMPORTANT NOTE: Each Prize activation will be filmed, photographed and otherwise recorded by the Sponsor and such recordings will be reproduced, published and communicated to the public by telecommunication, made available and otherwise exploited by the Sponsor worldwide in any type of media (including without limitation social media in a photo carousel) in order to advertise and promote the Sponsor and for other purposes (all as determined by the Sponsor in its sole and absolute discretion). Each Prize winner is solely responsible for informing his/her guests regarding these recordings and, if a guest does not wish to appear in such recordings, to ensure such guest does not enter the area in close proximity of the McFlurry Truck.

11. ELIGIBLE WINNER SELECTION PROCESS:

After the end of the Contest Period, a panel of judges (the “**Contest Judges**”) appointed by the Sponsor at its sole and absolute discretion will judge and assign a score (each, a “**Score**”) to each eligible Submission (subject to the total maximum of five thousand (5,000) eligible Submissions across all Regions) on the basis of the following weighted criteria (the “**Judging Criteria**”):

Criteria	Weighting
1. The Submission resonates with the McDonald’s brand (ex. share a personal story about a feel good moment that unites people or is about a little bubble of happy)	50 %
2. Event feasibility with McFlurry Truck scheduling during the Event Period (McFlurry will generally move East to West or West to East (as determined by the Sponsor in its sole and absolute discretion)	30 %
3. Event is unique and/or interesting	10%
4. Entrant has demonstrated passion for his/her Event	5 %
5. Entrant has a strong presence on social media	5 %
Total Score	Maximum 100%

Each entrant whose Submission obtains the top Score per Region will be selected as a potential Prize winner (HOWEVER, as noted above, the Sponsor reserves the right to modify this allocation in its sole and absolute discretion on the basis of the relative Scores in each Region (i.e. if the Submissions in a Region do not obtain high Scores relative to another Region, the Sponsor reserves the right to re-allocate the Prize from the Region that has Submissions with lower relative Scores to the Region that has Submissions with higher relative Scores). The odds of winning depend on the number and calibre (based on the Judging Criteria) of eligible Submissions received per Region (subject to the total maximum of five thousand (5,000) eligible Submissions across all Regions). In the event of a tie between two or more Submissions in a Region based on Score, the entrant associated with the Submission – from amongst all such Submissions that are tied – with the highest score on the Criteria 1 criterion listed above will be deemed to have obtained the higher Score. Judging is scheduled to be completed on or about July 23, 2019 (the “**Selection Date**”).

12. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each potential winner (via Instagram, Facebook or Twitter direct message, as applicable) within two (2) business days of the Selection Date. If the potential winner cannot be contacted within one (1) business day of the Selection Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential Prize winner in accordance with the procedure outlined above (i.e. on the basis of Score), with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

IMPORTANT NOTE: In respect of potential winner notification communications, a designated representative of the Sponsor may contact you via direct message on the corresponding Social Platform to request additional information. Such requested information may include, but is not limited to, the expected number of guests at your Event, venue location, Event itinerary and any further information the Sponsor may deem relevant and important in terms of evaluating such potential winner’s and his/her Event’s compliance with these Rules. Each potential winner must promptly respond to such requests and is solely responsible for ensuring his/her Account settings are set to be able to receive notification messages, monitoring his/her Account for such notification messages and following all instructions contained in such notification messages, failing which, he/she may be disqualified (as determined by the Sponsor at its sole discretion).

13. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within two (2) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges

acceptance of the Prize (as awarded) and confirms the Prize may be fulfilled at the Event; (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and in any Contest-related activity (including, without limitation, the Event) and/or the execution of the Prize or any portion thereof or any Prize-related activity, including without limitation all communications regarding the Event; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, losses, costs, and expenses arising from use of his/her Submission (or any component thereof), any Contest-related activity (including, without limitation, the Event), the execution of the Prize or any portion(s) thereof or any Prize-related activity or any breach of any warranty, representation or agreement made by him/her in these Rules; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest, image and any other likeness (including without limitation as may be filmed, photographed and otherwise recorded at the Event) without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet, worldwide and in perpetuity.

If a potential winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential Prize winner in accordance with the procedure outlined above (i.e. on the basis of Score), with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

14. GENERAL CONDITIONS:

All Submissions become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or Social Platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Submission, direct message and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website or Social Platform; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest or the Event; (v) any being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Québec, to cancel, withdraw, amend or suspend the Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of the Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of the Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to cancel, amend or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Submission and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

FOR RESIDENTS OF QUÉBEC ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: www.mcdonalds.ca). This section does not limit any other consent(s) that an individual may provide

the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, the Sponsor's website(s) and social media account(s), point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

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 the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of 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 jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to the Contest.

All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned, or used under license or with permission, by the Sponsor and/or its affiliates, as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its respective owner is strictly prohibited.