

## **PROMOTION TERMS & CONDITIONS (“Rules”)**

### **1. PARTICIPANTS**

You must be a South African resident with a valid ID number to participate in the McDonald’s Family Breakfast competition (the “Promotion”). The following are not eligible to participate: (i) a director, member, partner, employee or agent of, or consultant to MSA Devco (Pty) Ltd (“the Promoter”), or any other person who directly or indirectly controls or is controlled by the Promoter, or (ii) a supplier of good or services in connection with the Promotion.

### **2. DURATION**

Participation in the Promotion is scheduled to take place from 12 November to 16 November 2018. These dates are subject to change and may be reduced or extended by the Promoter and the deadline for prize claims may consequentially be changed. Check for details of any changes on the website at <https://www.mcdonalds.co.za> (“the Website”).

### **3. HOW TO ENTER**

To participate and stand a chance to be invited to the McDonald’s Family Breakfast during the Promotion, participants are required to call in to Mhlobowenene FM when prompted by the DJ during the Vuka Mzansi breakfast show, from 6:30 - 9:00 AM and say the following phrase: “lovin your mornings”. Calls will be randomly selected by the radio show host.

Participants will then be required to answer a “true or false” question posed by the radio show DJ. Winners will be notified live on air.

### **4. PRIZE DESCRIPTIONS AND CONDITIONS**

A total of 15 participants will be selected as winners and each winner will be invited to bring an addition 3 (three) people to attend the McDonald’s Family Breakfast. The McDonald’s Family Breakfast will take place at 17 November from 09:00 - 11.30am at **Loch Logan Kings Park Rose Garden**.

The stated prize is non-negotiable and non-transferable. In the event of a dispute the decision of the Promoter is final and binding.

Prizes must be claimed by the winner in person. The Promoter cannot accept prize collection by a third party.

In the event that any prizes are not claimed by the due date or selected winners cannot be contacted after reasonable efforts, the prize will be forfeited.

All advertisements depicting the prizes and prize descriptions are illustrative rather than definitive.

### **5. ADDITIONAL TERMS**

To the fullest extent permitted by applicable law (but not otherwise) the Promoter, its agents for administering the game and the prize sponsors assume no responsibility and are not liable for:- (i) the accuracy or otherwise of the prize description or illustration, (ii) the non-availability, loss, interception or interference with, late receipt or damage of or to any prize claim, discount voucher prize(s), voucher(s), prize or

notification or other communication, (iii) any representation, warranty, condition or guarantee in respect of a prize, or (iv) any taxes, fees, charges or other costs which winners may be required to pay at any time in connection with a prize, (save to the extent that the Promoter has expressly and specifically accepted responsibility in these Rules for the same) (v) all costs, injuries, losses or damages of any kind, due in whole or in part, directly or indirectly, to a persons participation in the Promotion, or arising out of a persons participation in any Promotion related activity, or their receipt, use or misuse of any prize that may be awarded to them.

All prizes remain the property of the suppliers, pending redemption by winners and the Promoter is not responsible for the supply of, and does not own, any prizes provided by other suppliers nor acts as their agent in relation to the delivery to winners of prizes other than those supplied directly by the Promoter.

For any prize which must be claimed by the winners' parent/legal guardian, the Promoter will not be obliged to award it to anyone other than that parent/legal guardian, if the winner is under 18 years of age. The Promoter may also withhold that award should the Promoter determine in its sole discretion that a dispute may have arisen as between the winner and the parent/legal guardian in relation to the prize.

The Promoter is not liable or responsible to verify the identity of the parent or legal guardian.

The submission of prize claims is the sole responsibility of the prize claimant. Any tax liability or life, health, travel, accident or other insurance associated with any prize is payable by the prize winner and is their sole responsibility.

The Promoter reserves the right and at any time at its absolute discretion and without giving any reason or notice, to vary, modify or amend the terms of these Rules in such manner as the Promoter thinks fit. The Promoter may (i) extend any time limit or waive any of the Rules where a person might otherwise have been disqualified (without obliging the Promoter to relax the Rules on any further occasion for that entrant or at all for any other person) (ii) terminate or suspend the Promotion at any time due to supervening circumstances beyond the Promoter's control (iii) substitute a product deemed to be an appropriate replacement and of equal or greater value in the place of any of the prizes (or any part of a prize). The Promoter's decision in the exercise or interpretation of any of its rights or discretions in connection with these Rules shall be final and binding.

The Promoter also reserves the right, without prior notice and at any time, to terminate the Promotion, in whole or in part, or modify, suspend, or extend the Promotion in any way, or deem an entry void and invalid if it determines, in its sole discretion, that the entry reflects printing or other errors or falsification or other action which has undermined the integrity and / or feasibility of the Promotion.

In administering this Promotion, the Promoter may collect personal information from you and, unless it has first obtained your consent, the Promoter (i) will not collect more of your personal information than it needs for the purpose of administering and analysing this Promotion and carrying out publicity as stated in these Rules, (ii) will only use your personal information for that purpose which may include transferring your personal information to its associates, and (iii) will not transfer your personal information outside South Africa unless it is permitted to do so under South Africa law. Selected partners of the Promoter (depending upon the nature of the prize and whether in addition to or in place of your providing personal data to the Promoter) may require you to provide to those partners personal data in connection with claiming/redeeming prizes and you should satisfy yourself with the privacy policies of such partners, as the Promoter does not accept any responsibility for them.

Subject to obtaining your prior approval, you agree that the Promoter and its successors, assigns may use your name, voice, and likeness and any statements

made by or attributed to you relating to the Promotion in any and all media, now known or hereafter devised, in perpetuity and through-out the universe for advertising, marketing, publicity and promotional purposes in connection with the Promotion without compensation, which potentially may include participation in a photo shoot determined at the sponsors discretion, and you release the Promoter and the Prize Sponsors from any liability arising from such use, including, without limitation, claims for invasion of privacy, infringement of your right of publicity and defamation.

All instructions, rules and conditions on any advertising or promotional materials (including notifications, acceptance forms, redemption forms and declaration envelopes / forms) relating to this Promotion form part of the Rules although, in the event of conflict, these provisions shall prevail over all such other instructions, rules and conditions.

No claim under or participation in this Promotion is valid in combination with any other offer or promotion, save to the extent expressly stated herein.

A copy of these Rules may be obtained by printing them from <https://www.mcdonalds.co.za> or 85 Grayston Drive, Sandton.

By participating in the Promotion, participants agree to abide by and be bound by these Rules and the decisions made by the Promoter and its prize sponsors for the Promotion.

The decision of the Promoter and the Prize sponsors in the interpretation of these Rules, or the exercise of any rights or discretions in connection with these Rules, shall be final and binding and the participants and/or their parents/legal guardians undertake jointly and severally not to call any of these Rules into question in any court.

By participating in the Promotion and/or redeeming any prizes, participants and/or their parents/legal guardians release and agree to hold, subject to the maximum extent permitted under law, the Promoter, its agents for administering the Promotion and the Prize sponsors harmless from and against any and all costs, injuries, losses or damages of any kind, due in whole or in part, directly or indirectly, to their participation in the Promotion, or arising out of their participation in any Promotion-related activity, or their receipt, use or misuse of any prize that may be awarded to them.

These Rules shall be governed by, and construed in accordance with, the laws of South Africa. The rights conferred by these Rules (insofar as they are relevant) are for the benefit of the Prize sponsors and the Promoter, and its agents for administering the Promotion. Each of the aforesaid entities shall have the right to assert and enforce those provisions relevant to itself directly against the participants of the Promotion and/or their parents/legal guardians on its own behalf.

Any prize claim will be void if it is deemed by the Promoter, or by any other prize-supplier involved with prize-redemption, to have expired or to be torn, defaced, damaged, counterfeit, a photocopy, incomplete or illegible or if it has been offered for sale or a claim made in respect of it by an ineligible person.

Nothing in these Rules shall affect your statutory rights. The Promoter may (in its sole discretion) decline to enter into any correspondence save as otherwise stated in these Rules.