

## OFFICIAL RULES

### McDonald's® / FIFA World Cup 2018 Player Escort Prize Draw ("Promotion")

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT ENHANCE CHANCES OF WINNING.**

**1. Eligibility:** Open and offered only to legal residents of Malta (Territory) that are the legal age of majority and are the parent or legal guardian of a child between the ages of 6 and 10 at the time of travel (15<sup>th</sup> July). Persons in any of the following categories are NOT eligible to participate or win prizes in the Promotion: (a) any person who is a McDonald's® restaurant franchise owner or employee, or a director, officer, employee, agent, or independent contractor of Premier Restaurant Malta Limited ("Sponsor"), its parent companies, subsidiaries, affiliated companies, franchisees and any entities retained by Sponsor to assist with the administration of the Promotion; (b) individuals who are engaged in the development, production or distribution of Promotion materials; and (c) persons who are immediate family members (defined as spouse, parents, siblings, children) of, or who reside in the same household as, any person in any of the preceding categories. Void where prohibited. Subject to applicable laws and regulations. Sponsor reserves the right, at any time, to verify eligibility requirements.

**2. Agreement to Official Rules:** Each person who enters the Promotion (each an "Entrant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding with respect to all aspects of the Promotion. Winning any prize requires that the potential winner of the prize is, and remains, in compliance with these Official Rules. Until such compliance is completed and verified as solely determined by Sponsor, the entrant is, and will remain, a potential prize winner.

**3. Promotion Period:** The Promotion begins on Friday 16<sup>th</sup> March at 8:30 and ends on Monday 30<sup>th</sup> April at 17:00 ("Promotion Period").

#### **4. How to Enter:**

During the Promotion Period, collect a registration form from any (local) McDonald's restaurant or from the Football Festivals or visit <http://mcdonalds.com.mt/player-escort> and submit the following with your:

A short paragraph to be included with the registration form explaining why the Entrant should accompany one of the football players at the FIFA World Cup Russia 2018™ final. Completed registration forms are to be sent to Player Escort Competition, Premier Restaurants, Nineteen Twenty Three, Valletta Road, Marsa or in a scanned format to [info@mt.mcd.com](mailto:info@mt.mcd.com) by not later than Monday 30<sup>th</sup> April 2018 at 17.00hrs. Any entries received after this date and time will not be considered.

Once you have entered the required information, on the Website, you will also be required to verify that you have read and agreed to the Official Rules and eligibility requirements, failure to verify compliance and understanding of Official Rules and Eligibility requirements will forfeit

your entry into the Promotion. Once you have completed Registration and your Registration is received, by either method of entry, and is recorded by the Promotion Computer during the Promotion Period, you will receive one (1) entry into the Promotion.

**Limit one (1) entry per person [per Day] of the Promotion Period.**

Any attempt to submit more than one (1) entry [per Day] using multiple/different identities or any other methods may void that Participant's entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. Entrants must have a valid e-mail address. Should multiple users of the same e-mail account enter the Promotion and a dispute thereafter arise regarding the identity of the Entrant, the authorized account subscriber of said e-mail account at the time of entry will be considered the Entrant. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Sponsor reserves the right to verify all entries. For any questions about this promotion not answered in the Official Rules or the website, send an email to [info@mt.mcd.com](mailto:info@mt.mcd.com)

**REQUIREMENTS OF ENTRIES:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by third parties (other than the FIFA name and trademarks, solely as embedded in your Entry), without permission;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group; appears to knowingly duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- is profane; sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- contains any personal identification, such as personal names, e-mail addresses or street addresses;
- contains materials owned by others (including photographs, sculptures, music, paintings and other works of art or images published on or in websites, television, recordings, movies or other media) (other than the FIFA name and trademarks, solely as embedded in your Entry), without permission;
- contains materials embodying the names, likenesses, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- violates any law.

Entry must be the original work of the entrant, may not have been previously published, may not have won previous awards, and must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the Entry contains any material or elements that are not owned by the entrant (other than the FIFA name and trademarks, solely as embedded in entrant's Entry), and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such satisfactory proof, if requested, may render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor will receive many Entries and that your Entry may be similar or identical in theme, idea, format or other respects to other Entries or to other ideas conceived by or provided to Sponsor, and you waive any and all claims you have or may have in the future based on such similarity or identity. Except where prohibited by law, you acknowledge and agree that the Sponsor does not have now, nor shall it have in the future, any direct or indirect duty or liability with respect to the infringement or protection of any copyright or other rights in or to your Entry.

By submitting an Entry you give permission to the Sponsor to post your Entry on <http://mcdonalds.com.mt/player-escort> or other Sponsor websites. You agree that the Released Parties (defined below) are not responsible for any unauthorized use of Entries by third parties. The Released Parties do not guarantee the posting of any Entry. Entrants may post a link to their Entries on social networking sites. ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

**5. Drawing:** On or about the 2<sup>nd</sup> May 2018, the potential winner(s) will be selected in a random drawing from among all eligible entries received during the Promotion Period by an independent judging agency, whose decisions are final and binding in all matters relating to this Promotion. Potential winner(s) will be notified via telephone, e-mail and/or mail on or about 2<sup>nd</sup> and 3<sup>rd</sup> May 2018. The Sponsor is not responsible for any changes in telephone numbers, e-mails or addresses of Entrants. Odds of winning depend on the number of eligible entries received for the entire Promotion Period.

**6. Winner Notification/Verification:** Winning a prize is contingent upon fulfilling all requirements set forth herein. Potential winners are subject to verification and may be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within 3 days of attempted notification or prize may be forfeited. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize may be forfeited. If the Sponsor so elects, a potential prize winner may

be required to submit to, and by playing the Promotion agrees to fully cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Promotion will not bring the Sponsor into public disrepute, contempt, scandal or ridicule, or reflect unfavorably on the Promotion or the Sponsor as determined by the Sponsor in its sole discretion. If a prize winner makes any false statement in any document related to the Promotion, the winner will be disqualified and will be required to promptly return to the Sponsor upon demand the prize(s) or, at the Sponsor's option, the cash equivalent of the prize(s) based on the ARV as stated in these Official Rules.

## **7. Prizes:**

The Player Escort package consists of:

- 4 nights 4\* accommodation
- Player Escort appearance at selected 2018 FIFA World Cup match
- 2 x tickets for selected 2018 FIFA World Cup match
  - Airport meet and greet service
- All ground transportation
- All meals throughout the stay
  - Access to Kids Playroom at the program hotel (Moscow and St Petersburg only)
- Player Escort skills masterclass
- Family activities in Russia
- Guardian match day activity and sightseeing
- Player Escort uniforms and merchandise
- Multi-lingual chaperones to support guests throughout their stay – all chaperones will speak English and Russian. Other key languages will also be supported
- Russian visa via FAN ID
- Direct guest communication via the McDonald's Guest Registration Website
- Unique opportunities for the Kids to interact with media
- Full on-site program management

Total approximate retail value of all prizes is Eur10,300.

Actual value of prize may vary based on point of departure. Any difference between stated value and actual value will not be awarded. Trip must be taken on dates specified by Sponsor

or prize will be forfeited and Sponsor will have no further obligation to winner. Winner and child (between the ages of 6 and 10 at the time of winner's entry) must travel together on the same itinerary and are responsible for having any required travel-related documents (including valid photo ID and any required passport or visa) prior to departure as well as fulfilling any/all traveling requirements. Sponsor reserves right to change dates. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. Prize includes only those items listed and does not include: additional ground or other transportation not expressly included above, car rental or rentals, expenses of any kind, personal, medical, health, hospital and trip cancellation insurance, airport or other taxes and fees, gratuities, excess baggage fees, communication charges, meals not expressly detailed in these official rules, beverages (including alcoholic beverages) not expressly detailed in these official rules, in-room expenses, souvenirs, gratuities, sightseeing and any other expenses not expressly stated above. Grand Prize Winner may be required to provide a credit card at time of hotel check-in to cover hotel incidentals. All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winners. Tickets are subject to certain terms and conditions as specified thereon. Seat locations will be determined by Sponsor. Winner and guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of prize. In the event Sponsor is unable to provide tickets to the World Cup, no compensation or substitution will be provided in lieu thereof; however, remainder of prize package will be awarded and Sponsor will have no further obligation to winner. Winner may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute a prize with one of comparable or greater value. Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. All prize details are at Sponsor's sole discretion. Potential Winner and guest are responsible for having any required travel-related documents (including valid photo ID and any required passport or visa) prior to departure as well as fulfilling any/all traveling requirements.

**GENERAL PRIZE CONDITIONS:** All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable prize winner upon award of the prize. All other expenses not specifically listed as part of prize, are the responsibility of the winner. Prize cannot be transferred, redeemable for cash or substituted, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Limit one (1) prize per person per household.

No interest will be paid on any cash prizes. Prizes will be delivered only to an address in the Territory stated in the entry completed by winner. All taxes on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective winners. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. If a potential winner cannot accept a prize as stated that prize will be forfeited in its entirety and Sponsor may, in its sole discretion, award the prize to an alternate winner. PRIZES ARE AWARDED AS IS AND WITHOUT WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

**8. General Conditions:** As a condition of entering, Entrants agree that Sponsor, Fédération Internationale de Football Association ("FIFA"), their respective parent companies,

subsidiaries and affiliated companies, franchisees, prize providers, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents are released, will have no liability whatsoever for, and shall be held harmless by Entrants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a prize or participation in this Promotion or any Promotion-related activities, including any prize-related travel. Except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

**9. Limitations of Liability:** Neither Sponsor nor its agencies are responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered mail, entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by Web site users, or by any equipment or programming associated with or utilized in this Promotion; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Web site. Sponsor is not responsible for injury or damage to Entrant's or any other person's computer related to or resulting from participating in this Promotion or downloading or copying materials from or use of Web site.

**10. Disqualification:** It is the Entrant's sole responsibility to ensure that he or she has complied in full with all conditions and requirements contained in these Official Rules. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and the prize forfeited. Entries made by any individual or any entity other than the Entrant and/or originating by any other mechanism, including but not limited to commercial Promotion subscription notification and/or entering services, will be declared invalid and disqualified for this Promotion. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Promotion or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person or otherwise disrupt or undermine the legitimacy of the Promotion. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

**11. Force Majeure:** If, for any reason, Promotion, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes

which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right, at its sole discretion and without prior notice, to cancel, terminate, modify or suspend Promotion. In the event Sponsor is prevented from continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor 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) or any government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated, in whole or in part, before the designated end date, Sponsor reserves the right to select the winners from among all eligible, non-suspect Entries received as of the date/time of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

**12. Invalidity:** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 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. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**13. Privacy:** Information collected in connection with this Promotion may be shared with Sponsor's promotional partners to the extent necessary to fulfill prizes. Except as otherwise contemplated in these Official Rules, information collected by Sponsor in connection with Game will be used by Sponsor in accordance with the Online privacy policy posted on <http://mcdonalds.com.mt/our-company/privacy-policy>

**14. Governing Law:** By entering, Entrant agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of Malta