

## **Big MO BU McDonald's Giveaways**

### **NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE.**

**1. Giveaway DESCRIPTION:** Each participant (the "**Participant**") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of McDonald's (the "**Sponsor**"), which shall be final and binding in all respects.

**2. Giveaway ELIGIBILITY:** McDonald's giveaways are open only to residents within 10 miles of the McDonald's restaurants areas during the Engagement and who are eighteen (18) years of age or older and a registered user of Facebook at the time of participation. Persons in any of the following categories are NOT eligible to participate or win prizes in the Engagement: (a) any person who on or after January 1, 2025 was or is a McDonald's restaurant franchise owner or employee or a director, officer, employee, agent, or independent contractor of: Sponsor; any of their respective parent companies, subsidiaries, affiliated companies or service agencies; and any entities retained by Sponsor for the administration of the Engagement; (b) individuals who are engaged in the development, production or distribution of giveaway campaign materials or the prize supply for the Engagement; and (c) persons who are immediate family members (defined as spouse, IRS dependent, or biological, foster, adoptive or step- mother, father, sister, brother, daughter or son, and each of their respective spouses) of, or who reside in the same household as, any person in any of the preceding categories.

**3. HOW TO PARTICIPATE:** Participants must follow contest instructions that are explained on the giveaway post.

**4. PRIZE DETAILS /APPROXIMATE RETAIL VALUE ("ARV") (NUMBER):** Prizes and retail values for contests may vary.

**5. WINNER CONFIRMATION:** Winners will be notified via Facebook messenger. Prizes will be shipped via USPS or FedEx to the winner within 1 week of receiving the winner's address.

**6. GENERAL CONDITIONS:** By entering a McDonald's Giveaway, each Participant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor as applicable. All such decisions shall be final, binding and non-appealable. Prizes are non-assignable and non-transferable. No prize substitutions or cash redemptions except as provided herein. Sponsor reserves the right in its sole discretion to substitute any prize or portion thereof of equal or greater value if any prize or portion thereof is unavailable for any reason. Details of prizes or portions thereof not specified herein, if any, will be determined at the sole discretion of Sponsor. The Prize winner shall be responsible for all federal, state and/or local income taxes incurred in association with acceptance of the prize. By participating each participant agrees that the Sponsor, McDonald's and each of their respective parent companies, subsidiaries, affiliated companies, and advertising agencies shall not be responsible or liable for any losses,

damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Giveaway or from acceptance, receipt, possession and/or use or misuse of a prize; and except where legally prohibited, winners grant Sponsor and/or its designees the right to use of his/her name, photograph, likeness, voice, image and biographical information and statements 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. This Engagement is subject to all applicable federal, state and local laws and regulations. McDonald's® Corporation is not a sponsor of any Big MO BU Giveaways.

**7. TECHNOLOGY CONDITIONS:** The giveaway Entities assume no responsibility for any damage to a Participant's computer or telephone system that is directly or indirectly caused by participating in the Engagement, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, dropped or delayed computer transmissions or network connections that are human or technical in nature. Except as otherwise provided in these Official Rules, information collected in connection with the Engagement will be used by Sponsor in accordance with its online privacy policy, located at <http://www.mcdonalds.com/privacy.html>.

**8. MISCELLANEOUS:**

**A. DISQUALIFICATION:** It is the Participant's responsibility to ensure compliance in all respects with these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the prize claim processes or the operation of the Engagement; acts in violation of these Official Rules; or acts in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Engagement, 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.

**B. FORCE MAJEURE:** Sponsor reserves the right, without prior notice and at any time, to terminate the Engagement, in whole or in part, or modify or suspend the Engagement in any way, if it determines, in its sole discretion, that the Engagement is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Engagement. In the event Sponsor is prevented from continuing with the Engagement 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 federal, state or local 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 Engagement. If the Engagement 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. If more winners than prizes at any level, random drawing from all eligible Entries will be conducted to award advertised number of prizes. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

**C. 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 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 Engagement materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**D. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Participant, or Sponsor in connection with the Engagement shall be governed by and construed in accordance with the internal laws of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

**E. ARBITRATION DISCLOSURE:** By participating in this Program, each Participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant may have against any of the Program Entities arising out of, relating to, or connected in any way with the Program, the awarding or redemption of prizes, or the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator pursuant to JAMS's Comprehensive Arbitration Rules and Procedures ("Rules and Procedures"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) the arbitration shall be held at a location determined by JAMS pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such other location as may be mutually agreed by the Participant and Sponsor; (4) the arbitrator's decision shall be controlled by the

terms and conditions of these Official Rules and any of the other agreements referenced herein that the Participant may have entered into in connection with the Program; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis as Participant and Sponsor hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) in the event that the administrative fees, arbitrator fees and filing fees associated with the arbitration exceed \$250, Sponsor agrees to pay any such administrative, arbitrator and filing fees exceeding \$250 on the Participant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the Participant's fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (8) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant shall be entitled to arbitrate their dispute. Finally, this arbitration provision is reciprocally binding on all parties, such that both Participant and Sponsor are required to arbitrate their claims against one another. For more information on JAMS and/or JAMS Rules and Procedures, Participants may visit the JAMS Website at <http://www.jamsadr.com>.

**9. WINNERS LIST:** To receive an Official Winners List for the Engagement, mail a self-addressed stamped envelope to: Giveaway Winners List Request, 2179 S. Oakmont Court, Springfield, MO 65809

**10. SPONSOR:** Big MO BU McDonald's