

McDonald's Arch Card Giveaway Rules 2025

NO PURCHASE NECESSARY TO PARTICIPATE OR WIN A PRIZE.

1. McDonald's Arch Card Giveaway Sweepstakes DESCRIPTION: The McDonald's Arch Card Giveaway will award 1 winner a \$25 arch card. Winner will be selected at random from those who comment to win on the Hilburn-Vaini McDonald's Facebook and Instagram pages where the Sweepstakes will be posted (February 18-21, 2025) "**Engagement Period**"). Each participant (the "**Participant**") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Hilburn-Vaini McDonald's (the "**Sponsor**"), which shall be final and binding in all respects.

2. McDonald's Arch Card Giveaway Sweepstakes ELIGIBILITY: The McDonald's Arch Card Giveaway Sweepstakes is open only to residents near Hilburn-Vaini McDonald's restaurants and who are eighteen (18) years of age or older and a registered user of Facebook and/or Instagram 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 employee or a director, officer, 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 McDonald's Arch Card Giveaway Sweepstakes 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 comment to be entered for a chance to win on the McDonald's Arch Card Giveaway Sweepstakes posts on the Hilburn-Vaini McDonald's Facebook and Instagram pages between February 18-21, 2025 to qualify to win, one entry limit. All entries submitted through February 21 at 11:59pm will be entered into a random drawing.

4. PRIZE DETAILS /APPROXIMATE RETAIL VALUE ("ARV") (NUMBER): 1 winner will be selected to receive a \$25 arch card. In the event submissions are not given, such prizes will not be awarded. Value of prize approximate retail value is \$25.

5. WINNER CONFIRMATION: McDonald's will select 1 winner at random from all responses during the engagement period. Winners will be announced publicly following the contest period. Winners will have 24 hours to claim the prize. If prizes are unclaimed within 24 hours, McDonald's will select additional winner(s) until all prizes are claimed.

6. GENERAL CONDITIONS: By participating in the McDonald's Arch Card Giveaway

Sweepstakes 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. Prize winner shall be responsible for all federal, state and/or local income taxes incurred in association with acceptance of the prize. By participating in McDonald's Arch Card Giveaway Sweepstakes, each participant agrees that the Sponsor 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 McDonald's Arch Card Giveaway Sweepstakes 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, traditional and social, 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.

7. TECHNOLOGY CONDITIONS: The McDonald's Arch Card 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.

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. 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 Missouri 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 Winner List for the Engagement, mail a self-addressed stamped envelope to: McDonald's Arch Card Giveaway List Request, 2179 S Oakmont Ct. Springfield, MO 65809

10. SPONSOR: Hilburn-Vaini McDonald's