

ABBREVIATED RULES

NO PURCHASE NECESSARY. Begins 3/17/17 and Ends 3/17/17. Subject to Official Rules available at participating restaurants and online at <https://www.mcdonaldssocal.com>. See Rules for complete details, eligibility, restrictions, prize information, ARVs, odds and how to participate without purchase. Void where prohibited. Sponsor: : McDonald's Operators Association of Southern California

FULL OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- Overview:** McDonald's® Add Luck to Your Instant Win (the "Instant Win") begins inside participating McDonald's restaurants in Southern California (the "Territory") beginning and ending on March 17 2017, (the "Instant Win Period"). For the purpose of the Instant Win a day is defined as beginning at 6:00 am local time and ending at 6:00 pm local time (the "Promotional Time Period") at each participating McDonald's restaurant. Void where prohibited. Must be a California resident 18 or older to participate. By participating in the Instant Win, each entrant (the "Participant") unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of : McDonald's Operators Association of Southern California (the "Sponsor"), which shall be final and binding in all respects.
- Eligibility:** Persons in any of the following categories are NOT eligible to win in the Instant Win: any person who on or after March 1, 2017 was or is: (a) a McDonald's restaurant franchise owner or employee; (b) a director, officer, employee, agent, or independent contractor of Sponsor, or its parent company, subsidiaries, affiliates or service agencies; or any entities retained by Sponsor for the administration of the Game; (c) an individual engaged in the development, production or distribution of Game materials or the prize supply for the Game; and (d) an immediate family member (defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son, and each of their respective spouses) of, or who resides in the same household as, any person in any of the preceding categories. Void outside the Territory and where prohibited.
- How to participate/win:** Visit a participating McDonald's restaurant during the Promotional Time Period during the Instant Win Period and enter the restaurant through one of the restaurant's customer doorways. During the Instant Win Period, , each participating McDonald's restaurant will determine unofficial winners based upon a random predetermined time during the Promotional Time Period . The doorway to be used to determine unofficial winners for each participating McDonald's restaurant will be determined by the restaurant's Lead manager (the "Lucky' Lead") five minutes prior to the start of the Instant Win Period. The first five (5) eligible participants to enter the participating McDonald's restaurant through the pre-determined doorway at the determined time at or immediately following will be identified by the Lucky Lead to be an unofficial winner. The unofficial winner will be notified by the Lucky Lead that they are an unofficial winner after placing an order at the counter or if the unofficial winner begins to leave the restaurant without placing an order at the counter. **Participants do not need to make a McDonald's purchase of any kind to be deemed an unofficial or official winner.**
- Odds:** Odds of winning are based upon the total number of eligible participants that visit a participating McDonald's restaurant during the Promotional Time Period during the Instant Win Period.
- Prizes:**

Quantity	Prize	Approximate Retail Value
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Five (5) Prizes per Participating McDonald's Restaurant	One (1) Customer Order Transaction ("Order") and one (1) small Chocolate Shamrock Shake	\$20.00 (Actual value will depend on the amount of the customer's actual Order and may be lower.)
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6. **Winner Fulfillment:** The Lucky Lead will determine the five (5) Lucky Winners at the designated time. If the official winner has already placed an Order at the counter at the time they are notified they are an unofficial winner, the Lucky Lead will award the Prize by processing the official winner's Order so that no monetary payment is required to complete the register transaction. Official winners may not add items to or modify their existing Order once they have been notified they are an unofficial winner. If the official winner has not placed an Order and has no intention of placing an Order (for example, the Participant entered the participating McDonald's restaurant to visit the restroom or merely to participate in the Instant Win without making a purchase), the Lucky Lead will provide the official winner with two (2) Extra Value Meal Be Our Guest Coupons to be used by March 31, 2017, at a participating McDonald's restaurant. Prizes awarded as Extra Value Meal Be Our Guest Coupons are subject to complete terms and conditions, including expiration dates.

7. **Transfer:** The transfer of status as an unofficial winner by an ineligible person to an eligible person is strictly prohibited.

8. **General Conditions:** By participating in the Instant Win, each Participant agrees to abide by and be bound by these Official Rules and the decisions of the Sponsor, Lucky Lead, and the independent Instant Win administrator, 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 of any Prize or any portion thereof. 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. Participant grants Sponsor the irrevocable, unrestricted worldwide right to use, publish, display, broadcast and distribute materials bearing Participant's name, voice, image, likeness and/or any other identifiable representation of Participant, including, but not limited to, statements attributable to Participant ("Participant's Likeness"), Participant agrees that all materials containing Participant's Likeness shall be and remain the sole and exclusive property of Sponsor, and Participant hereby assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities and damages relating to the use of Participant's Likeness. Participant hereby waives any and all rights to inspect or approve Sponsor's use of the Submission or Participant's Likeness, or any part or element thereof. 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 the Game, each Participant agrees that the Sponsor, its parent company, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents (the "Game Entities") shall not be responsible or liable for: (a) miscommunications, printing errors, clerical, typographical or other error in any Game materials or printed copy or artwork, or any prize offering announcement; (b) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; or (c) 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 Game or from acceptance, receipt, possession and/or use or misuse of a prize, including from the posting or publication of any information or portion thereof online or in any media. This Game is subject to all applicable federal, state and local laws and regulations. Any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.

9. **Prize Conditions:** Any and all costs, fees, and expenses not expressly stated in the prize description are the sole responsibility of the prize winner. Any difference between the approximate retail value and the actual value will not be awarded.

10. 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 entry processes or the operation of the Game; acts in violation of these Official Rules; or acts with the intent to disrupt or undermine the legitimate operation of the Game, 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 Game, in whole or in part, or modify or suspend the Game, or any portion thereof, in any way, if it determines, in its sole discretion, that the Game is impaired or corrupted or that fraud, breach of confidentiality, or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Game. In the event Sponsor is prevented from continuing with the Game 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 Game. Only the type and quantity of prizes described in these Official Rules will be awarded. If, due to printing, production, or human errors, or for any reason, more potential winners in any prize category come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s) in that prize category. Inclusion in such drawing shall be each Participant's sole and exclusive remedy under such circumstances.
- 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 Official 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 Game materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- d. **Language:** In the event there is a discrepancy or inconsistency between the English language version and the Spanish language version of these Official Rules and/or of any Game materials, the English version shall prevail, govern and control.
- e. **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 Game, shall be governed by and construed in accordance with the internal laws of

the State 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.

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>.

11. **Official Rules:** These Official Rules will be posted online at <https://www.mcdonaldssocal.com>.

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