McDONALD'S. & LITTLE ATHLETICS VICTORIA EQUIPMENT GRANT COMPETITION 2013

CONDITIONS OF ENTRY

- 1. Information on how to enter and prizes form part of these Conditions of Entry. Entry into this promotion is deemed acceptance of these Conditions of Entry by each entrant.
- 2. Entry is open to members of Little Athletics Centres in Victoria, Australia. Entrants must obtain written consent from the Centre President to enter the promotion. All entries of entrants who do not provide the required Centre President consent (as and where required) will be deemed invalid. The Conditions of Entry will bind the entrants and any Little Athletics Centre whose Centre President gives their consent.
- 3. The directors, management and employees (and their immediate families, including their children and wards) of the Promoter, its related entities, corporations or franchisees, printers, suppliers, providers and agencies associated with this promotion are ineligible to enter the promotion.
- 4. Promotion commences at 6:00am (AEST) on **01/04/2013** and closes 11:59pm (AEST) on **30/06/2013** ("Promotional Period").
- To enter the promotion, eligible entrants must during the Promotional Period complete an application form downloadable from the Little Athletics Victoria website (www.lavic.com.au) and answer the following questions: "1) Tell us what equipment your Little Athletics Centre requires and how this will improve your Little Athletics experience. 2) Do you have a relationship with your local McDonald's? If so, describe how you work together."
- 6. With their entry, each eligible entrant must confirm that they have the consent of the Centre President and also include the details of:
 - i. the entrant's full name;
 - ii. the entrant's Little Athletics Centre;
 - iii. the Little Athletics Centre's address;
 - iv. the Centre President's name, phone number, email and signature; and
 - v. the date.
- 7. The completed entry form should be submitted via post to "McDonald's Little Athletics Equipment Grant Competition, 2 Smith Street, Collingwood VIC 3066" or scanned and emailed to sara.chivers@au.mcd.com.
- 8. Multiple entries per Little Athletics Centre are not permitted. If multiple entries are received, the first entry received by McDonald's for the relevant Little Athletics' Centre will be the only entry accepted. Entries received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, illegible or incomprehensible entries will be deemed invalid. The Promoter accepts no responsibility for late, lost or misdirected entries.
- 9. Any entry that contains content that the Promoter, in its sole discretion, considers to be offensive or inappropriate in any way or that the Promoter considers, in its sole discretion, to infringe any intellectual property rights or other rights of any person, corporation or entity, will be considered ineligible. The decision to accept or reject an entry is at the Promoter's sole discretion and no correspondence will be entered into.
- The prize judging will take place at 10:00am (AEST) on 3 July 2013 at McDonald's, 2 Smith Street, Collingwood, Victoria. All eligible entries received will be judged by a panel of judges. Each entry will be judged on the basis of creativity, originality, merit and the entrant's reasons for needing McDonald's equipment grant. Chance plays no part in determining the winners. All winners will be notified by telephone and mail (or email if provided). All

reasonable steps to notify winners of the results of the judging will be taken by the Promoter. Judges' decision is final and no correspondence will be entered into.

- There are a total of three (3) Prizes to be won. One (1) entrant from a metropolitan Melbourne Little Athletics Centre and one (1) entrant from a regional Little Athletics Centre whose valid entries are judged to be the best will win one (1) \$1,000 grant each for their Little Athletics Centre. One (1) entrant who demonstrates the best working relationship with their local McDonald's restaurant will be awarded one (1) \$2,000 grant for their Little Athletics Centre. The grants will come in the form of sporting goods vouchers for a store nominated by the Promoter (at its sole discretion) for equipment or uniforms for the winner's Little Athletics Centre. All prize money must be used to purchase or fund equipment for the winner's Little Athletics Centre only and for no other purpose.
- 12. The total maximum prize pool value is \$4,000. Prizes are not transferable or exchangeable and cannot be taken as cash. Prizes must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in prize value. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
- Entrants can only enter in their own name. The Promoter reserves the right to request an entrant to produce (within the requested time) appropriate photo identification or any other documentation (to the Promoter's satisfaction at its sole discretion) in order to confirm the entrant's identity, eligibility to enter the Promotion and any information submitted by the entrant in entering the promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the entrant's eligibility has not been verified or validated to the Promoter's satisfaction within the time requested, the entry will be deemed invalid. A prize will only be awarded following any winning entrant's validation and verification that the Promoter requires in its sole discretion.
- 14. The Promoter, its franchisees and its associated agencies and companies shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with using any prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law). The Promoter and its associated agencies and companies accept no liability for prizes lost or damaged in transit.
- The Promoter reserves the right to verify the validity of entries and reserves the right to disqualify any entrant for: a) tampering with the entry process; b) submitting an entry which is not in accordance with these Conditions of Entry; or c) if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- As a condition of accepting a prize, the winning Little Athletics Centre must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
- 17. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including but without limitation technical malfunctions or failures.
- 18. The Promoter is not responsible for any problems, delays or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's computer or peripherals related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.

- Any costs associated with accessing the Promotional Website remain the responsibility of an Entrant and are dependent on the Internet service provider used.
- 20. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion.
- 21. Caution: Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the promotional website or the information on the promotional website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
- As a condition of entering this promotion, an entrant consents to the Promoter using the entrant's name, likeness, image and/or voice and written competition entry in the event they are a winner in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting, publicising or marketing this promotion (including any outcome), and/or promoting any products or services manufactured, distributed and/or supplied by the Promoter. The entrant agrees that, in the event they are a winner, the entrant will participate in all reasonable promoted activities in relation to the Promotion as requested by the Promoter and its agents.
- An entry and any copyright subsisting in an entry irrevocably becomes, at the time of entry, the property of the Promoter. The Promoter collects personal information about an entrant to include the entrant in the promotion and where appropriate award prizes. If the personal information requested is not provided, the entrant cannot participate in the promotion. Entrants can also gain access to, update or correct any personal information by contacting the McDonald's Privacy Officer by mail at PO Box 392, Pennant Hills NSW 2120. All personal information will be stored at the office of the Promoter. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained by contacting the Promoter or by clicking on the Privacy Policy link on www.mcdonalds.com.au.
- 24. The Promoter is McDonald's Australia Limited, ABN 42 008 496 928, of 21 29 Central Avenue Thornleigh NSW 2120.