

**OFFICIAL RULES**  
**The “Made At McDonald’s” Competition**

**NO PURCHASE NECESSARY TO ENTER OR WIN.**

**1. COMPETITION DESCRIPTION:**

The “Made At McDonald’s” Competition (the “**Competition**”) seeks to answer the question “What does McDonald’s mean to you?” via a competition where eligible McDonald’s Restaurants of Canada Limited (the “**Sponsor**” or “**McDonald’s**”) crew and managers or its independent franchisee crew and managers (as defined in **Rule 2** below, each to be referred to as an “**Entrant**”) can share their creative vision of what McDonald’s means to them. Entrants are able to submit up to three pieces of their own original artwork (each piece is an “**Artwork Submission**”) with their entry on the Competition’s website (an “**Entry**”). The Artwork Submission(s) will be judged based on the criteria set out below and winning Entrants will have their artwork featured on various McDonald’s Promotional Assets (as defined below).

The Competition begins at 12:00:01 a.m. eastern time (“**ET**”) on September 30, 2024, and all entries must be received in accordance with **Rule 3** below by 11:59:59 p.m. ET on October 25, 2024 (the “**Entry Deadline**”). Limit of one Entry consisting of up to three Artwork Submissions per eligible Entrant.

A panel of four to five creative agency and Sponsor representatives will judge the Artwork Submissions and select a maximum of 20 Entrants eligible to win based on the highest judged scores (see judging criteria in **Rule 3**). The Entry Deadline through to the time winners are announced (see **Rule 12**) will be referred to as the “**Competition Period**”.

Entrants selected as eligible to win must complete criminal background and social media checks to the Sponsor’s satisfaction (see Rule 3) and agree to the Artwork Agreement (the “**Artwork Agreement**”). The Artwork Agreement will, including without limitation:

- (i) assign ownership of the Artwork Submission to Sponsor;
- (ii) waive eligible winner’s moral rights related to the Artwork Submission;
- (iii) permit Sponsor to use the Artwork Submission and eligible winner’s first name, first initial of last name, city/town and province/territory of residence, and age, including but not limited to, for promotional purposes (the “**Promotion**”); and
- (iv) set out the terms under which the eligible winner may use or display the Artwork Submission both during and beyond the term of the Competition and Promotion.

By participating in the Competition, each Entrant (and their parent/legal guardian if the Entrant is a minor in their province/territory of residence) fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. The Website (as defined in **Rule 3** below) shall serve as the official clock for all purposes of this Competition.

**No Joint Employment.** These Official Rules shall not be construed as direct or indirect evidence of McDonald’s relationship with employees or prospective employees of franchisees, which is not an employment relationship. Franchisees are independent employers responsible for the day-to-day operations of their restaurants and have sole accountability for all liability related to their employees or prospective employees.

## 2. ELIGIBILITY:

General managers are not eligible to enter the Competition. The Competition is open to crew, swing managers, 1<sup>st</sup> assistant managers, 2<sup>nd</sup> assistant managers, operations managers, guest experience managers and dining room managers who are continuously employed (including approved leaves of absence) by McDonald's or by an independent franchisee at a McDonald's/McCafé-branded restaurant in Canada before September 1, 2024, and who remain employed and are in good standing throughout the Competition Period. When determining whether an employee is in "good standing", Sponsor, in its sole discretion, may consider factors including, but not limited to, disciplinary action (past or current), attendance and conduct in the workplace. Entrants must also maintain a public reputation that is consistent with Sponsor's values and does not reflect negatively upon the Sponsor's reputation, positive corporate image and brands, as determined by Sponsor in its sole discretion.

## 3. HOW TO ENTER:

To enter, an Entrant must complete all information set out in the entry form provided on the Entry website available at [www.mcdonaldspromotion.ca](http://www.mcdonaldspromotion.ca) (the "**Website**"), including: (i) a statement (up to 50 words), written in English or French, that answers "What does McDonald's mean to you?"; (ii) Entrant's first name, last name, contact information (including email address, phone number and postal code), whether they are an adult or minor in their province/territory of residence, and the national store number of the McDonald's/McCafé restaurant where they are employed; (iii) upload their Artwork Submission(s), which can be provided in the form of a hand-drawn design, graphic design, photograph, etc., as a JPEG, PNG, or PDF (note: each submitted artwork must be maximum 50MB); and (iv) submit it on the Website by the Entry Deadline. Each Entry must be submitted by one eligible Entrant and joint Entries are not permitted. Limit of one Entry consisting of up to three Artwork Submissions per eligible Entrant. Before being able to complete the entry process and upload their Entry by clicking the "Submit" button, Entrants will be required to read and agree to these Official Rules. Each Entry, including the Artwork Submission(s), must meet the following requirements (the "**Content Restrictions**"):

### **Content Restrictions:**

- a. McDonald's products and services, including all of the McDonald's logos and trademarks thereon, shall be clearly visible and identifiable in the content and will not be obscured, altered or modified in any manner. Any use of McDonald's logos and/or trademarks or logos must be done in a manner that is respectful and maintains the integrity of the McDonald's brand.
- b. The content must not contain any indication, whether verbal, visual or otherwise, which could be interpreted to mean that any person is not enjoying the experience of consuming the McDonald's products.
- c. The packaging for McDonald's products must not be used or displayed in the content as trash or refuse, or in a manner which could be interpreted as littering.
- d. The content must not criticize, defame, disparage, misrepresent, mock, ridicule or parody McDonald's, its brands, products, services, employees, crew or customers, the

brands, products, services, employees or customers of other organizations, or other individuals.

- e. The content must not portray or depict McDonald's, its brands, products, services, employees, crew or customers in a negative or unfavourable light or subject them to public disrepute.
- f. The content must not be sexually explicit or suggestive, vulgar, profane or pornographic, or contain nudity.
- g. The content must not be derogatory or promote bigotry, racism, violence, hatred or harm against any group or individual, or promote any form of discrimination whatsoever (including, but not limited to, discrimination based on race, gender, religion, nationality, disability, sexual orientation or age).
- h. The content must not depict cruelty to persons or animals, or content which might be reasonably expected to shock, insult or offend the community, breach community standards of decency, or reflect unfavourably upon the name or reputation of McDonald's, its products or services.
- i. The content must not promote alcohol, drugs (illegal or otherwise), tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message.
- j. The content must not be inappropriate, indecent, obscene, offensive, hateful, tortuous, defamatory, slanderous or libelous, or endorse any form of hate or hate group.
- k. The content must not communicate messages or images inconsistent with the positive images and/or goodwill to which McDonald's wishes to associate.
- l. The content must not depict or contain any references to any restaurants other than McDonald's.
- m. The content must not depict or contain any references to any other brands other than McDonald's.
- n. The content must not use trademarks, logos or trade dress owned by others (other than McDonald's) or advertise or promote any brand or product of any kind (other than McDonald's).
- o. Entrant agrees that they shall not alter or change McDonald's products or services in any manner and that they will not acquire McDonald's products from any other source for the purposes of the Competition other than from McDonald's.
- p. Entrant agrees that they will not alter, change or misuse the tradename, service marks, or trademarks of McDonald's and/or McDonald's Corporation in any manner, including the use of the prefix "Mc" or "Mac" with words that are not existing service marks or trademarks of McDonald's and/or McDonald's Corporation.

- q. The content must not contain any reference to, or likeness of, any identifiable individuals, including a celebrity, athlete, politician or other well-known individual.
- r. The content must not contain material that is generated by AI or that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights (including without limitation copyright).
- s. The Entrant's Artwork Submission must be the original work of the Entrant and shall not infringe upon or violate any right of any kind of any third party, including any trademarks, copyrights, likenesses, references, materials or other intellectual property belonging to third parties (collectively, "**Third-Party Materials**"). McDonald's makes no representations or warranties regarding, and shall have no obligations relating to, any Third-Party Materials that may be included in the content. For any content provided by Entrant to McDonald's outside of any Artwork Submission that includes or incorporates any Third-Party Materials, Entrant shall be solely responsible for their use of the Third-Party Materials and McDonald's makes no representations or warranties regarding, and shall have no obligations relating to, the Third-Party Materials.
- t. The content must not depict or itself be in violation of any applicable law, regulation, guidelines, policies or social media platform terms of use.

After the Entry Deadline, eligible Entries will be judged by a group of four to five creative agency and Sponsor representatives selected by Sponsor to determine up to twenty Entrants eligible to win.

### **Judging Criteria:**

Each Artwork Submission will be judged based on the following criteria:

- (i) mass appeal of the design including technique and craft as well as style and originality (40% of the total score out of 100);
- (ii) relevance of the design to the McDonald's brand (20% of the total score out of 100); and
- (iii) the characterization of the Entrant's response to the statement "What does McDonald's mean to you?" in the design (40% of the total score out of 100).

A maximum of 20 Entrants with the highest scoring Artwork Submissions will be selected as the Entrants eligible to win the Competition. In the event that a tie needs to be broken based on the scoring, the highest score for "relevance of the design to the McDonald's brand" will be used to break the tie, followed by the mass appeal criterium, and then the characterization criterium.

Sponsor, in its sole discretion, may remove an Entry and disqualify an Entrant from the Competition if it believes, in its sole discretion, that an Entry or Entrant fails to conform to the Entry or eligibility requirements and/or the Content Restrictions. Entrants selected as eligible to win will also need to complete a criminal background and social media check.

In addition to any other removal and/or disqualification rights contained herein, Sponsor reserves the right, in its sole discretion, to disqualify an Entrant from the Competition or from participating in the Promotion if the Entrant is deemed by Sponsor to no longer be in "good standing" as outlined above, does not pass any criminal background check(s) requested by Sponsor, or has not maintained a public reputation that is consistent with Sponsor's values or

reflects negatively upon the Sponsor's reputation, positive corporate image, and brands, all as determined by Sponsor in its sole discretion.

#### **4. WINNER NOTIFICATION:**

A maximum of 20 Entrants selected as eligible to win (and their parent/legal guardian if the Entrant eligible to win is a minor in their province/territory of residence) will be notified by Sponsor by email, phone or on Workplace on or about November 4, 2024. Entrants should check their email and spam filters for correspondence from Sponsor and must respond to the initial notification within 5 business days (i.e., Monday to Friday excluding holidays). If an Entrant fails to respond to the initial notification, the Entrant will receive a reminder and must respond to the reminder within 3 business days. Each Entrant selected as eligible to win will be asked to provide their social media handles, if any, as part of assessing their eligibility to participate in the Competition. Entrants selected as eligible to win who provide inaccurate or misleading information may be disqualified from the Competition. Return of a winner notification as undeliverable or other inability to notify Entrant selected as eligible to win within 5 business days of first attempt by Sponsor, failure to respond to Sponsor communications or return documentation within specified times, failure to satisfy eligibility requirements, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the Prize and, at Sponsor's sole discretion, selection of an alternate eligible Entrant with the next highest score to receive the forfeited Prize, who will be subject to disqualification in the same manner.

Each winner will comply fully with any instructions, requirements or prohibitions of Sponsor related to comportment, dress and any other matter following the selection process. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AN ENTRANT IF THEY FAIL TO COMPLY, IN WHOLE OR IN PART, WITH ANY OF SPONSOR'S INSTRUCTIONS, REQUIREMENTS OR PROHIBITIONS, OR BEHAVES AT ANY TIME DURING THE COMPETITION OR AFTER THEIR SELECTION AS A WINNER, INCLUDING ON SOCIAL MEDIA OR IN THE WORKPLACE, IN A MANNER THAT SPONSOR DETERMINES IN ITS SOLE DISCRETION IS ILLEGAL, ANTI-SOCIAL, RUDE, THREATENING, VIOLENT/AGGRESSIVE, DISORDERLY OR OTHERWISE INAPPROPRIATE.

**5. PRIZE/PRIZE CONDITIONS:** As part of the winner announcement, winner names (first name and first initial of last name), and province/territory will be featured along with their Artwork Submissions in an online public-facing gallery. The winners' Artwork Submissions may be featured in the production of marketing efforts (by way of example, but without limitation, out-of-home (OOH) advertising, digital OOH, digital/online advertising, and advertising on the Sponsor's owned or controlled assets, accounts and channels that feature the McDonald's brand name and/or intellectual property, including mcdonalds.ca, the McDonald's mobile app, and McDonald's social media platforms) (collectively with any other assets developed by or for the Sponsor for use in connection with the Promotion, the "**Promotion Assets**"), in the Sponsor's sole discretion. The winners will receive recognition from the Sponsor in all situations where their winning designs are used by the Sponsor during the Promotion. In addition, winners will receive a payment in the amount of \$1,000 CAD in consideration of their agreement to allow the Sponsor to use their Artwork Submission on Promotion Assets during the Promotion (each a "**Prize**"). Prize may be a taxable benefit. Each Prize will consist of Sponsor's use of one Artwork Submission of the winner (regardless of the number of Artwork Submissions entered as part of the Entry). Limit of one Prize per Entrant during the Competition.

#### **6. WINNER RESTRICTIONS/CONDITIONS:**

Neither submission of an Entry nor any other aspect of participation in the Competition or Promotion constitutes or may be deemed to constitute a guarantee of continued employment or employment for a specified term or to grant any rights respecting employment that Entrant does not have under the laws and regulations of Canada or any province or territory.

If a winner makes any false or misleading statement in any document related to the Competition or the Promotion, or in any discussion with Sponsor related to the Competition or the Promotion, the winner will be disqualified, even if that winner has already been announced. Any disqualified Entrant will have no claim against Sponsor or the Competition Entities (as defined in **Rule 7**) in respect of the Competition that which they might otherwise have won.

**7. GENERAL CONDITIONS:** Participation in the Competition is subject to Sponsor's Privacy Policy. **IF YOU DO NOT AGREE TO THE PRIVACY POLICY AND THESE OFFICIAL RULES, DO NOT ENTER THE COMPETITION, PROVIDE ANY INFORMATION ON THE WEBSITE OR OTHERWISE USE THE WEBSITE AS IT RELATES TO THE COMPETITION.** Each Entrant (and their parent/legal guardian if the Entrant is a minor in their province/territory of residence, including in their capacity as the travel companion if applicable) agrees that Sponsor and its franchisees, and each of those entities' respective parent companies, subsidiaries, affiliates, local advertising cooperatives, advertising, promotion and public relations agencies, service agencies and independent contractors, and all of those entities' respective directors, officers, employees, representatives and agents (collectively, the "**Competition Entities**") shall not be responsible or liable for any losses, damages, injuries or death of any kind resulting from participation in the Competition, any Competition-related activity, the Promotion or any Promotion-related activity. Competition Entities are not responsible for lost, late, incomplete, illegible, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled Entries, emails or messages; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites or other connections; unavailability or inaccessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failure; or jumbled, scrambled, delayed or misdirected transmissions; or computer or mobile device hardware or software malfunctions, failures or difficulties; or for transactions processed late or incorrectly due to computer or electronic malfunction; or other errors or difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the Competition, including, without limitation, errors or difficulties which may occur in connection with the administration of the Competition, the processing of Entries, or in any Competition-related materials. Except where prohibited by law, none of the Competition Entities are responsible for any incomplete, incorrect or inaccurate information, whether caused by Website users, tampering, hacking or by any equipment or programming associated with or utilized in the Competition (including the Website). None of the Competition Entities are responsible for injury or damage to any person's computer or mobile device related to or resulting from participating in this Competition, the Promotion or from use of the Website (including but not limited to the corruption/loss/destruction of any information/data stored therein).

Time spent in any way connected to submitting an Entry, including the creation of any Artwork Submission(s), does not constitute working time and will not be compensated or recompensed by Sponsor or any Competition Entity.

**8. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the Entrant or Sponsor in connection with the Competition or the Promotion shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of

Canada applicable therein without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

**9. LANGUAGE DISCREPANCY:** In the event there is a discrepancy or inconsistency between the English language version and any other language version of these Official Rules or any Competition materials, the English version shall prevail, govern and control. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Competition materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**10. DISQUALIFICATION/FORCE MAJEURE:** It is the Entrant's responsibility to ensure that they have complied with the conditions contained in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process, the operation of the Competition or the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Competition or Promotion, 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. No illegible, incomplete, forged, software generated or other automated Entries will be accepted. Entries made by any individual other than the Entrant, technology or entity will be declared invalid and disqualified for this Competition. Sponsor reserves the right, without prior notice and at any time, to terminate the Competition, in whole or in part, or modify or suspend the Competition in any way, if it determines, in its sole discretion, that the Competition 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 Competition. In the event Sponsor is prevented from continuing with the Competition as contemplated herein by any event beyond its control, or any federal, provincial or local government law, order or regulation, or order of any court or jurisdiction, then Sponsor shall have the right to modify, extend, suspend, or terminate the Competition. If the Competition is terminated before the designated end date, Sponsor will select Entrants eligible to win in accordance with these Official Rules based on all eligible Entries not suspected of non-compliance with these Official Rules that were received as of the date of the event giving rise to the termination.

**11. ENTRANT'S PERSONAL INFORMATION:** Personal information will be collected, used and disclosed by Sponsor and their designees for the purpose of administering the Competition and running the Promotion in accordance with these Official Rules. For more information, see Sponsor's Privacy Policy posted at [www.mcdonalds.ca](http://www.mcdonalds.ca). By entering the Competition, each Entrant consents to the receipt of email messages to their e-mail account from Sponsor or its representative in connection with the administration of the Competition and the Promotion.

**12. WINNERS LIST:** Winners' names (first name and first initial of last name, province/territory, and restaurant name and national store number) will be announced on Sponsor's internal communication channels, such as Workplace site, on or about December 31, 2024.

SPONSOR: McDonald's Restaurants of Canada Limited

© 2024 McDonald's