

# Terms & Conditions

## Full Terms and Conditions

The promotion of **McDonald's Happy Meal Adventure Pass ("Promo")** is organized by McDonald's Philippines (Golden Arches Development Corp), Registration Number: 201220621K, A company duly incorporated in day month 1981 and having its registered address at: 17/F BDO Towers Paseo, Paseo De Roxas Avenue, Salcedo Village 1200 Makati, referred to herein as the ("**Organizer**"). The Promotion is administered by TLC Marketing Worldwide (Singapore) Pte Ltd, a company duly organized and existing under the laws of Singapore (UEN: 201923399W) 1 HarbourFront Ave, Keppel Bay Tower, #05-02 Singapore 098632, referred to herein as the ("**Administrator**"). All correspondence regarding this Promotion should be directed to this address or through the Promotional Helpline set out in Section F-15 hereof. By participating in this Promo, participants acknowledge that they have read, understood, and unconditionally agree to comply with and abide by these Terms and Conditions. The decisions of the Organizer for all matters relating to the Promotion shall be final and binding in all respects.

Instructions on how to claim the Adventure Pass form part of these terms and conditions. Participation/Application in this Promotion is deemed acceptance of these terms and conditions.

McDonald's Terms & Conditions can be found here: <https://www.mcdonalds.com.ph/terms-and-conditions>

### **A. CONDITIONS OF ENTRY**

1. This promotion valid for participants who are 18 and above and the free Adventure Pass is open to anyone ages 0 and above (depending on the Adventure Pass offer of the partner merchant), who purchase any Happy Meal in the McDonald's Philippines menu and ordered via Dine in, Take-Out, Drive- Thru and McDelivery during the Promotion period: **August 30, 2024 – September 19, 2024**.
2. This offer is limited to one (1) valid participation per official receipt/transaction.
3. Any employees of the Organizer and the Administrator, (or any of its group undertakings, distributors and its agencies who are directly connected with the creation and administration of this Promo), and immediate families (spouses, and parents, siblings, children and each of their spouses and household members) are excluded from entering this Promo.

### **B. KEY DATES:**

1. The Promotion Period opens at 12:01 AM on PHT on August 30, 2024, and closes at 11:59 PM PHT on September 19, 2024 ("**Promotion Period**"). The Promotion Period is the period where you can purchase any Happy Meal. Happy Meal purchases that do not fall within the Promotion Period will not be applicable to claim the Adventure Pass.
2. The Participation/Application period opens at 12:01 AM PHT on August 30, 2024, and closes at 11:59 PM December 31, 2024 ("**Participation Period**"). The Participation Period is the period during which you can register/apply on the microsite to receive access to choose your chosen Adventure Pass. Registration of participation on the microsite before or after the Participation Period will not be applicable to claim the Adventure Pass.

### **C. HOW TO PARTICIPATE:**

1. Upon making a Qualifying Purchase, during the Redemption Period, Consumers should retrieve the promotional website address found on the Mini Flyer in the Happy Meal Box.
2. Following their eligible purchase during the Promotion Period, Consumers should scan the generic QR code on the Mini Flyer which will lead them to the promotional website <https://www.mcdohappymeal.com.ph> ("**Promotional Website**"), where they will need to fill up a Participation Form ("**Participation Form**") by entering the First and Last Name, Email Address of the Parent/Guardian/Adult and upload the Happy Meal

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purchase receipt (“**Proof of Purchase**”), agree to the Terms and Conditions and click “Submit”. All Consumers must ensure that the email address provided in the Participation Form is active and working. It is important that the Consumer safekeeps the Happy Meal purchase receipt as proof.

3. Entries will be verified by the Administrator within 3 to 5 working days. Upon verification, Consumers will receive a confirmation email from [hmadventurepass@tlcrewards.com](mailto:hmadventurepass@tlcrewards.com) with steps on how to claim the Adventure Pass.
4. Proof of submission is not proof of receipt. The Organizer and Administrator shall not be responsible or liable for any delay or non-receipt of submissions.
5. The Organizer and Administrator shall have the sole discretion to disqualify or reject any submission deemed illegible or incomplete, which does not satisfy the conditions of the offer, or which is submitted after the deadline, will be considered invalid. These applications will not be processed. Neither the Organizer nor Administrator is obligated to contact any consumer who does not qualify for the redemption.

## **D. HOW TO CLAIM AND REDEEM THE ADVENTURE PASS**

1. Upon successful validation of the entry, during the Redemption Period, Consumers will receive a Successful Participation email from [hmadventurepass@tlcrewards.com](mailto:hmadventurepass@tlcrewards.com) confirming their successful entry to the Promo.
2. The Successful Participation email includes details on how to claim the Adventure Pass and a 16-character alphanumeric unique code (“**Claim Code**”) which they need to input on the redemption website <https://www.mcdohmrewards.com.ph> (“**Redemption Website**”).
3. Consumers will then be able to login to the Redemption Website with the Claim Code to redeem one Adventure Pass with a value or P250.00 to P1000.00 from the TLC Activities and Learning network.
4. The cost of all additional requests not included in the Adventure Pass will be exclusively attributable to the consumer.
5. Transportation and accommodation to claim the Free Adventure Pass will not be covered by the Organizer and Administrator.
6. Consumers must respect the general conditions of the partner websites and reserve the right to modify their rates (if applicable).
7. The choice of Adventure Pass partners has been the subject of great attention for their quality, and the partners will ensure that the Adventure Pass is handled and delivered correctly based on their general conditions. Nevertheless, the Organizer and Administrator shall not be held liable once the redemption has been made with the partner because of errors, partners of involuntary omissions for any reason or in the event of incidents.
8. Entries will be deemed to be received only when acknowledged by the Administrator. The Organizer and Administrator are not liable for any problems with communication networks including but not limited to email blockage, incoming call rejections. If a Consumer enters using automatically generated entries or multiple email addresses/names/aliases, they may be disqualified.
9. Multiple entries are permitted, subject to the following:
  - Only one (1) Unique Happy Meal purchase receipt per entry is permitted.
  - Each Happy Meal purchase receipt must be submitted separately and in accordance with entry requirements of these Terms and Conditions.

## **E. ADVENTURE PASS PARTNERS AND THEIR OFFERS**

1. All Adventure Pass offers are tax-free, transferrable, non-exchangeable and non-convertible to cash. The pictures of Adventure Pass offer depicted on the press ads/posters/digital materials etc. are only representative.
2. Each of the Adventure Pass offers will be bound by the Promotional Partner’s Terms and Conditions.

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## 3. Prize list:

Prize Category	Prize	Value
Adventure Pass	TLC Activities and Learning Vouchers	P100 to P9000

4. Specific Terms and Conditions for the individual Adventure Passes can be found on the Promotional Website.

## F. MISCELLANEOUS

1. The Organizer reserves the right to change conditions without prior notice.
2. The Organizer (including its directors, officers, employees and agents), Administrator, its respective agents, promotional partners and distributors are not liable for lost, stolen or damaged prizes, and to the extent permitted by law do not make any contractual promise or representation regarding the quality and/or availability of the prizes offered and cannot be held liable for any resulting personal loss or damage.
3. If an Adventure Pass offer is unavailable, for whatever reason, the Organizer or Administrator reserves the right to substitute the prize for a prize of equal value and/or specification, subject to any written approval from the relevant regulatory authorities.
4. Without limiting any other terms of these Terms and Conditions, all Adventure Pass offers (and elements of offers) must be taken as and when specified or will be forfeited with no replacement. The Adventure Pass values are correct as of the date of preparing these Terms and Conditions and include any applicable tax. The Organizer is not responsible for any change in prize value.
5. In the event the Promotion is unable to proceed as set out in these Terms and Conditions, the Organizer or Administrator reserves the right to vary these Terms and Conditions, subject to any written approval from the relevant regulatory authorities.
6. The Organizer is not responsible for any tax implications arising from a Consumer winning a prize. Consumers should seek independent financial advice.
7. The Promotional Website may contain links to other websites ("**Linked Sites**"), including websites of Promotional Partners ("**Promotional Partner Websites**"). The Promoter is not responsible for the content of any Linked Sites, whether the Organizer is affiliated with the Linked Sites. The Organizer does not in any way endorse any Linked Sites and is not responsible for the quality or delivery of any products or services offered, accessed or advertised by such Linked Sites. To the extent that these Linked Sites collect personal information or postings from Consumers, the Organizer shall bear no responsibility or liability for the manner in which such information or postings are used or exploited. The Linked Sites are for Consumers' convenience only, and Consumers agree to access them at their own risk.
8. The Organizer is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible, or incorrectly submitted.
9. Any additional or ancillary costs associated with redeeming an Adventure Pass are not included. Those costs are the responsibility of the Consumer who redeems the Adventure Pass. Costs associated with redeeming the Adventure Pass may include, but are not limited to, the Consumer's transport to and from a participating purchase channel.
10. Consumers must not:
  - o tamper with the entry or participation process.
  - o engage in any conduct that may jeopardize the fair and proper conduct of the Promotion;
  - o act in a disruptive, annoying, threatening, abusive or harassing manner.

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- do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion.
  - breach any law; or
  - behave in a way that is otherwise inappropriate.
11. Except for any liability that cannot be excluded by law, the Organizer (including its directors, officers, employees and agents), Administrator and the Promotional Partners (including their respective officers, employees and agents) are not responsible for and exclude all liability (including for negligence) for any personal injury, death or harm suffered by the Consumer or other person who redeems the Prize (and the Consumer or such person releases Organizer and Administrator from any such liability) or any loss or damage (including loss of opportunity), whatsoever, whether direct, indirect, special or consequential, arising in any way out of:
- any technical difficulties or equipment malfunction (whether or not under the Promoter's or TLC's or Promotional Partners' control);
  - any theft, unauthorized access or third-party interference.
  - any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter or TLC or Promotional Partners) due to any reason beyond the reasonable control of the Promoter or TLC or Promotional Partners.
  - any variation in prize value to that stated in these Terms and Conditions.
  - any tax liability incurred by an Consumer or claimant; or
  - the use and/or taking of a prize.
12. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason, including by outside act, agent or event that is beyond the reasonable control of the Organizer and Administrator, including but not limited to technical difficulties, epidemic, pandemic, government directive, public health orders and the like, unauthorized intervention or fraud, the Organizer and Administrator reserves the right, in their sole discretion, to the fullest extent permitted by law and subject to any direction by a relevant regulatory authority:
- to disqualify any Consumer; or
  - to modify, suspend, terminate or cancel the Promotion, as appropriate
13. Participation in the Promotion is conditional on a Consumer providing Administrator with Personal Information (PI) necessary to conduct this Promotion. Administrator will use and handle PI as set out in the McDonald's Privacy Policy, which can be viewed at <https://mcdohappymeal.com.ph/privacy>. If any dispute arises between a Consumer and the Organizer and Administrator concerning the conduct of this promotion or claiming a prize, the Organizer and Administrator will take reasonable steps to consider the Consumer's point of view, taking into account any facts or evidence they put forward, and to respond to it fairly within a reasonable time. In all other respects, the Organizer and Administrator decisions in respect of the Promotion are final and no correspondence will be entered into.
14. No compensation will be payable to any person if a Consumer is unable to participate in the time and manner set out in these Terms and Conditions for whatever reason.
15. **HELPLINE:** For enquiries about the Promo, Consumers may call the Promotional Helpline 1800 1550 0046 between the hours of 10:00am to 4:00pm PHT during the Promotional Period, Monday to Friday, excluding Philippine holidays, or email us at [hmadventurepass@tlcrewards.com](mailto:hmadventurepass@tlcrewards.com).
16. Calls to the Promotional Helpline from public telephones or mobiles may incur an additional charge. Calls may be recorded for the purposes of security and/or training purposes.
17. This Promotion is in no way sponsored, endorsed, or administered by, or associated with any social media platform. Consumers provide information to the Organizers and not to any social media platform. Consumers completely release any relevant social media platforms from any and all liability.

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18. For any queries regarding this Promotion, please email us at [hmadventurepass@tlcrewards.com](mailto:hmadventurepass@tlcrewards.com) between the hours of 10:00am to 4:00pm PHT during the Promotional Period, Monday to Friday, excluding Philippine holidays.
19. The Terms and Conditions of this Promotion are governed by the Philippines law, and Participants of this promotion shall submit to the exclusive jurisdiction of the Philippines Courts.