

ACTION RULES

McDonald's

« Happy Fix » Action

Article 1: General

- 1.1 From 8 April 2021 (00:00"01) to 30 April 2021 (23:59"59) (hereinafter the "Action Period"), McDonald's® Belgium NV, registered at the ECB under number 0420.365.237, having its registered office in the Airport Plaza building - Stockholm (5th floor), Leonardo da Vincilaan 19 A, 1831 Machelen, Belgium (hereinafter the "Organizer"), is organizing an Action (hereinafter the "Action") in Belgium via the McDonald's App, an App for tablets and smartphones which allows, inter alia, the earning of McDonald's points in a McDonald's restaurant in Belgium (hereinafter the "App").
- 1.2 The Action allows participants to choose a task (or set a task), ask their acquaintances to complete it, and reward them with a coupon for a discount/free purchase when they purchase a McDonald's® product.
- 1.3 These rules set out the conditions and procedures for participation to the Action. By participating to the Action, the participant agrees to comply unconditionally with the provisions of these Action rules and to accept all decisions that will be made by the Organizer in the context of the Action. The complete Action rules are available in the App during the Action Period or, as the case may be, on request from the Organizer at McInfo@be.mcd.com. Each participant is deemed to have read, understood and accepted without restriction the provisions of these Action Rules.

Article 2: Conditions of participation

- 2.1 The Action is open to all natural persons domiciled in Belgium who are at least 16 years of age and who :
 - have a valid e-mail address; and
 - have downloaded the App before or during the Action Period and have registered in the App by creating a personal user profile/account in the App, and who are actually logged into the App. When creating a personal user in the App. The following information must be entered for this purpose: first name, last name, age, postcode, email address, telephone number and password. For subsequent registrations in the App, only the following information needs to be re-entered: e-mail and password; and
 - as long as they are minors (<18 years of age), have the authorization of their legal representative to participate in the Action.

The App can be downloaded free of charge via the app store depending on the version of the tablet or smartphone (Play Store or App Store).

The Organizer is responsible for the organization of the Competition. Neither mobile device manufacturers nor mobile telephone operators are involved in the Competition in any way whatsoever, whether as sponsors or otherwise.

- 2.2 Participation must always be on a personal basis and may under no circumstances be made in the name of or on behalf of another person or by several persons, whether in an organized or unorganized context, or in the context of a de jure or de facto association or any other form of collaboration.
- 2.3 In the event of non-compliance with these Action Rules or in the event of prohibited participation or non-compliance with the Action Rules, cheating, manipulation, abuse, deception or fraud (including, but not limited to, with regard to the personal data to be entered in connection with registration/registration in the App, e.g. by providing false personal data), the Organizer may exclude the participant concerned from participation in this Action.

Article 3: Action mechanism

- 3.1 Participation in the Action (i) can only be made through the “Happy fix” section of the App, which will be accessible through a link on the home page of the App, and (ii) will only be possible during the Action period. This is the only way to validly participate in the Action. An Internet connection is required to participate in the Action. The costs of such an Internet connection are entirely and exclusively at the expense of the participants. Under no circumstances may participants request reimbursement of these costs (or any other costs necessary to participate in the Action) from the Organizer.
- 3.2 Participation in the Action takes place as follows:
- a) The participant can choose one of the predefined tasks in the Happy Fix section of the App or define a task himself, and the time limit for completing the task.
 - b) The chosen task and the time limit can then be sent via Facebook messenger, Whatsapp or e-mail to one or more persons chosen by the participant.
 - c) These person can participate in the Action by opening or downloading the App (and registering in the App if they have not yet done so). They can then accept or decline the task.

Once a person has accepted the task, the other persons can no longer accept it
 - d) The coupon is awarded once a person has indicated that the task has been completed (even if the tasks is completed after the deadline set by the participant). The task must be completed before the end of the Action Period.
 - e) The coupon will be added to the deals section in the App.
- 3.3 The Organizer does not intervene in any discussions about the task, the completion or lack of completion of the task or the defaults in the completion of the task, to take place between the person who accepted the task and the participant. The participant must therefore choose carefully to whom he/she entrusts with a task.
- 3.4 Coupons: As a reward for the completion of the task, the participant may award the following coupons
- a) For the first task, the participant will receive a free coupon to be awarded, which entitles the recipient to a Big Mac® , 6 chicken McNuggets® or a Filet-o-Fish® for the price of 1.5 EUR .
 - b) For the following tasks, the participant can award the following coupons, using loyalty points that he has accumulated in the App
 - 1 free Cheeseburger for every 100 loyalty points ;
 - 1 free Filet-o-Fish® for 200 loyalty points:
 - 1 free Happy Meal® for 250 loyalty points

- 1 free Big Mac® for 275 points;
- 20 free Chicken McNugget® or 1 free Sharing Box for 350 loyalty points ;
- 1 free medium McMenu® for 400 points.

c) The coupons are valid from 08/04/2021, at 00:00, to 07/05/2021, at 23:59, in all McDonald's® restaurants in Belgium, both in the restaurant and in the Drive, during opening hours. Restaurant opening hours are available in the McDonald's app under the "restaurants" section. Valid while supplies last. Coupons can only be used once and cannot be combined with other McDonald's® offers, discounts or deals or with the McDelivery service. Only one coupon per account in the McDonald's app per person. Coupons are individual and are not redeemable for cash.

- 3.5 Participant are not entitled to use the Share in connection with business activities. The Action may not be used to pay for professional services.
- 3.6 The Organizer reserves the right to suspend access to the Action or the participant's account if a given task is contrary to a legal provision, public order or good morals.

Article 4: Amendments

- 4.1 The Organizer may, if necessary, interpret the meaning of all the provisions of these regulations. The Organizer will rule on all cases not provided for in these rules, and its decisions will be irrevocable.
- 4.2 In the event of force majeure, accidental event or any other circumstance or event beyond its control justifying such modifications, the Organizer reserves the right, at any time, to modify the Action, the Action rules and/or the prizes, in whole or in part, to shorten or extend the Action period, to suspend, postpone, prematurely terminate, or interrupt the Action.

Neither the Organizer, nor the third parties involved in the action, nor their agents or employees can be held responsible for this. In this case, the Organizer is not obliged to inform the participants by e-mail or any other means of communication. Communication on this subject will only be made via the App.

Article 5: Liability

- 5.1 Participation in the Action implies knowledge and acceptance of the characteristics and limitations of the Internet, including the technical performance of the installations and the response time required to obtain, request and transfer information. It is the responsibility of each participant to ensure that the technical means by which he/she participates in the Action function correctly and that he/she has sufficient access to the network to use the Internet.
- 5.2 The limitation of liability clause included in the conditions of use of the App applies in full here, since the Action takes place via the App. However, insofar as necessary, it is specified that the Organizer may not under any circumstances and on any legal basis whatsoever be held liable to any participant (or any third party) for any inconvenience, loss or damage of any nature (direct or indirect) related to or resulting from the participation in the Action (including for damages or losses resulting from performance of a task), except (i) for any loss or damage directly caused by fraud or gross negligence on the part of the Organizer or its agents, or (ii) if a mandatory legal provision does not allow the Organizer to limit or exclude its liability.

Printing, playing, composing or other errors, technical or other problems related to this Action, malfunctions of the Internet or of the services provided by the mobile operators, the consequences of viruses, bugs, anomalies or technical defects that prevent participation in the Action or that may hinder or prevent the smooth running of the Action, cannot be invoked as a basis for any obligation or liability on the part of the Organizer.

Article 6: Others

- 6.1 Any dispute arising from the Action rules or in any way related to the Action or the participation to the Action shall be subject to the exclusive jurisdiction of the Dutch-speaking courts of the judicial district of Brussels. The Action is governed by Belgian law.
- 6.2 If individual provisions of these Action rules are null or void, the validity of the remaining provisions shall not be affected.
- 6.3 No part of these Action rules or any part thereof may be copied, reproduced or published without the express prior written permission of the Organizer.
- 6.4 In the event of any inconsistency between the Dutch, French and/or English versions of these Action rules, the Dutch version shall prevail.

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Policy on the use of personal data

1. McDonald's® Belgium NV, registered with the ECB under number 0420.365.237, whose registered office is located at Airport Plaza - Stockholm building (5th floor), Leonardo da Vincilaan 19 A, 1831 Machelen, Belgium (hereinafter: the "Organizer") is responsible for the processing of the personal data communicated by the participant in the context of his/her registration in the McDonald's® Belgium App (hereinafter: "the App") and his/her participation in the "happy fix" Action (hereinafter: the "Action") which is Organized from 8 April 2021 until - and including – 30 April 2021 (hereinafter: the "Action Period").
2. The Organizer will process such personal data in accordance with the privacy statement contained in the App <https://mcdonalds.be/nl/cookiebeleid> it being understood that the participant is expressly informed that his/her personal data required to participate in the Action and in particular his/her first name, surname, age, postcode, e-mail address, telephone number, communicated at the time of registration in the App (and therefore also (i) the e-mail address and password to be entered in the App in the event of subsequent participation and (ii) the e-mail address to be entered on the Action page if needed), will be processed in order to ensure the smooth running of the Action, to control the participations in the Action and to ensure the awarding of the prize ; this is necessary for the performance of the agreement between the Organizer and the participant (article 6.1. c GDPR).

The participant has the right to access and correct his/her personal data, as well as the right, in certain circumstances, to object to the use of his/her personal data or to request the deletion and erasure of his/her personal data, as well as the right to request a limitation of the processing, as provided for in Articles 15 to 20 of the GDPR. The participant may exercise these rights by sending an e-mail to Mclinfo@be.mcd.com.

With regard to the personal data of the persons to whom the task is sent, the Organizer processes them only at the request of the participant; they will be kept for 1 month after the end of the Action Period. The Organizer has a legitimate interest in processing this data (Article 6.1.f RGPD), namely the execution of the agreement between the Organizer and the participant.

3. For the processing of personal data in the context of this Action, the Organizer uses TBWA, Excelsiorlaan 75-77, 1930 Zaventem and DUO nv, Bargeweg 2, 8000 Bruges, as processors of personal data. These processors will only process personal data in this context and in accordance with the instructions of the Organizer.
4. The participant's personal data may be processed for the purpose of direct marketing by post; the Organizer has a legitimate interest in keeping its customers informed about new products and services (Art. 6.1. f) GDPR) Unless the participant gives his/her express consent (via the opt-in in the App), his/her personal data will not be processed for the purpose of direct marketing by e-mail. The Participant has the right, upon request and free of charge, to object to the processing of his/her personal data for direct marketing purposes (direct marketing by mail and direct marketing by e-mail). The participant may exercise this right by sending an e-mail to Mcinfo@be.mcd.com.
5. The entrant's personal data relating to his/her participation in the Action will be retained for a period of 1 month after the end of the Action Period.
6. Questions concerning the processing of personal data may be addressed to the McDonald's® DPO at the following address: Data_Privacy@be.mcd.com.
7. In the event of a dispute regarding the use of his or her personal data, the participant has the right to file a complaint with the data protection authority (www.autoriteprotectiondonnees.be).
8. The participant guarantees that all personal data provided in the context of the Action are accurate, up-to-date and complete.
