

My Macca's Review Terms and Conditions of Use

For McDonald's Restaurants (NZ) Limited application

1. Terms

My Macca's Review is defined as the McDonald's Restaurants (NZ) Limited ("McDonalds")/GAPbuster Worldwide Ltd's mobile application available via Google Play and Apple iTunes, as well as the web browser version provided via GAPbuster Worldwide Ltd's website(s).

By accessing My Macca's Review via any of the defined methods, you are agreeing to be bound by these Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing these services. The materials contained in this web site are protected by applicable copyright and trade mark law.

2. Use License

Permission is granted to access My Macca's Review via GAPbuster Worldwide Ltd.'s website(s) or by installation of the mobile application onto an applicable device. This is the grant of a license, not a transfer of title, and under this license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on GAPbuster Worldwide Ltd's software;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by GAPbuster Worldwide Ltd at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer

The My Macca's Review application provided by GAPbuster Worldwide Ltd, and on behalf of McDonald's are provided "as is". GAPbuster Worldwide Ltd and McDonald's make no warranties, express or implied, and hereby disclaim and negate all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or other violation of rights to the fullest extent permitted by law. Further, GAPbuster Worldwide Ltd and McDonald's do not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the My Macca's Review Services.

4. Limitations

In no event shall GAPbuster Worldwide Ltd or McDonald's or their suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the My Macca's Review application provided by GAPbuster Worldwide Ltd, even if GAPbuster Worldwide Ltd, a GAPbuster Worldwide Ltd authorized representative, or McDonald's have been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

5. Revisions and Errata

The My Macca's Review application provided by GAPbuster Worldwide Ltd could include technical, typographical, or photographic errors. GAPbuster Worldwide Ltd does not warrant that any of the materials provided by the My Macca's Review application are accurate, complete, or current. GAPbuster Worldwide Ltd and McDonald's may make changes to the materials provided by My Macca's Review at any time without notice. GAPbuster Worldwide Ltd does not, however, make any commitment to update the materials.

6. Rewards

GAPbuster Worldwide Ltd will not be held liable for the provision of any rewards or incentives that are offered through the use of My Macca's Review. GAPbuster Worldwide Ltd represents third party suppliers who are responsible for providing these rewards.

7. Site Terms of Use Modifications

GAPbuster Worldwide Ltd and McDonald's may revise these terms of use for the My Macca's Review application at any time without notice. By using My Macca's Review you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

8. Governing Law

Any claim relating to GAPbuster Worldwide Ltd's web site shall be governed by the laws of the State of Victoria, Australia without regard to its conflict of law provisions.

9. Privacy Policy

Your privacy is very important to us. GAPbuster Worldwide Ltd and McDonald's are committed to protecting and safeguarding consumer privacy on the internet. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. Please be assured that McDonald's uses its best efforts to protect the privacy of visitors to the website and users of the application. The following outlines our privacy policy.

- McDonald's only gathers personal information when voluntarily submitted by you.
- Occasionally, with your permission, we will send marketing information to you, such as discount coupons, information about new product offerings, etc. If you do not elect to receive such materials, we will not send them to you.
- GAPbuster Worldwide Ltd is engaged by McDonald's to perform technical services for the My Macca's Review website and application. GAPbuster Worldwide Ltd has access to personal information to perform such functions. GAPbuster Worldwide Ltd may only use such personal information for the purpose of performing this specific function and may not use it for any other purpose.
- McDonald's does not sell, transfer or disclose personal information to third parties outside the McDonald's Family. McDonald's Family includes McDonald's Corporation, our franchisees, our subsidiaries and our affiliates. However, with your permission, we will, on occasion send marketing information on behalf of one of our business partners about products or services they provide that may be of interest to you. You may be asked if you wish to receive marketing materials from McDonald's business partners. If you elect to receive such materials, McDonald's will not share your personal information with such partners but rather will send a mailing or e-mail on behalf of the partners.
- McDonald's reserves the right to use or disclose any information as needed to satisfy any law, regulation or legal request, to protect the integrity of the site, to fulfil your requests, or to cooperate in any law enforcement investigation or an investigation on a matter of public safety.
- **Children's Privacy Notice**
- McDonald's understands the importance of privacy to visitors to the My Macca's Review website and application. We are especially committed to protecting the privacy of children who visit the My Macca's Review website and application. This Children's Privacy Notice is designed to answer your questions regarding our practices with respect to personal information we collect through the My Macca's Review website and application from children under the age of 13.
- **What Personal Information Does McDonald's Collect?**
- We will not knowingly collect other personal information from a child under the age of 14, such as a postal address or telephone number, without the consent of a parent or guardian. If parent or guardian consent is required we will collect the email address of the parent or guardian so we can provide notice of our information practices and/or seek the parent's or guardian's consent.
- McDonald's will not condition a child's participation in any online activity on the child's disclosure of more personal information than is reasonably necessary to participate in that activity.
- **How Does McDonald's Use the Personal Information It Collects?**
- We use email addresses submitted by a child in order to respond to the child's request or to notify the child if he or she has won or lost a contest or sweepstakes they entered. We use the email address of

a parent or guardian, in order to provide the parent notice of our information practices or to seek the parent's or guardian's consent.

- **How Does McDonald's Share Personal Information?**
- We may share a child's personal information with third parties to the extent reasonably necessary to protect the security or integrity of our sites, take precautions against liability, or respond to judicial process or requests from other governmental authorities; or when we believe disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual illegal activity.
- We also will share personal information collected from children with GAPbuster Worldwide Ltd in its role of performing technical services for the My Macca's Review website and application. GAPbuster Worldwide Ltd has access to personal information to perform such functions. GAPbuster Worldwide Ltd may only use such personal information for the purpose of performing this specific function and may not use it for any other purpose.
- **Requests from Parents Regarding Our Children's Privacy Practices**
- Parents may review personal information we have collected from their child that has not been deleted, and can request that the personal information be deleted from our records if it has not been already. Parents also may refuse to permit further collection or use of their child's personal information, when the parent has previously provided consent. To do so, please contact us at the address, telephone number or email address provided below with your request.
- **Who Should I Contact with Questions?**
- We urge parents to regularly monitor and supervise their children's on-line activities. If you have any questions about our Children's Privacy Notice, please contact us at:
- Privacy at McDonald's Dept. 062 2915 Jorie Boulevard Oak Brook, IL 60523, USA (800) 244-6227 or e-mail us at contact.privacy@us.mcd.com
- You are in control of any personal information you provide to us on-line. If at any time, you would like to correct the personal information we have about you or if you would like to change your preferences for contacts from us or on behalf of our business partners, you can let us know by contacting us at the email or postal address listed below.
- **Cookies:**
- "Cookies" are pieces of information that a web site transfers to an individual's hard drive for record-keeping purposes. Cookies allow the web site to remember important information that will make your use of the site more convenient. Like most web sites, McDonald's uses cookies for a variety of purposes in order to improve your on-line experience. For example, we track the total number of visitors to our site on an anonymous aggregate basis. We may also employ cookies so that we remember you when you return to the site, to administer certain contests and sweepstakes and to help customize your McDonald's web experience. We may associate personal information with a cookie file in those instances.
- Use the options in your web browser if you do not wish to receive a cookie or if you wish to set your browser to notify you when you receive a cookie. Click on the "Help" section of your browser to learn how to change your cookie preferences. If you disable all cookies, you may not be able to take advantage of all the features of this web site.
- We may offer links to sites that are not operated by McDonald's Corporation. If you visit one of these linked sites, you should review their privacy and other policies. We are not responsible for the policies and practices of other companies, and any information you submit to those companies is subject to their privacy policies.
- All McDonald's web sites operated by McDonald's Corporation will adhere to this privacy policy. The policies of some McDonald's sites may vary, however, because of local customs, practices or laws or due to circumstances unique to that site. In all cases, however, sites operated by McDonald's Corporation will honour the commitments to our customers set forth in this policy regarding the collection and use of personal information.
- This privacy policy is effective as of June 20, 2013. From time to time, it may be necessary for McDonald's to change this privacy policy. If we change our policy, we will post the revised version here, so we suggest that you check here periodically for the most up-to-date version of our privacy

policy. Rest assured, however, that any changes will not be retroactively applied and will not alter how we handle previously collected information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained