

OFFICIAL RULES

McDonald's® Customer Satisfaction Survey Sweepstakes

NO PURCHASE OR SURVEY COMPLETION NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE OR COMPLETING THE SURVEY WILL NOT IMPROVE CHANCES OF WINNING. INTERNET ACCESS AND A VALID EMAIL ADDRESS REQUIRED TO PARTICIPATE ONLINE.

EACH WINNER (AND ANY MINOR WINNER'S PARENT OR LEGAL GUARDIAN FOR HIMSELF OR HERSELF AND ON BEHALF OF THE MINOR) MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTATION, SUCH AS A RELEASE, AS MORE FULLY DETAILED BELOW.

BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. AS MORE FULLY DETAILED BELOW, YOU AGREE THAT ALL DISPUTES ASSOCIATED WITH THE SWEEPSTAKES (DEFINED BELOW) WILL BE DECIDED BY BINDING ARBITRATION (See Rule 11: ARBITRATION PROVISION).

- 1. SWEEPSTAKES DESCRIPTION:** The McDonald's® Customer Satisfaction Survey sweepstakes is a series of fifty two (52) weekly and twelve (12) monthly sweepstakes (collectively, the "**Sweepstakes**"). The Sweepstakes is scheduled to begin at 12:00:00 midnight Central Time ("**CT**") on or about January 1, 2013 and is scheduled to end at 11:59:59 p.m. CT on or about December 31, 2013 (the "**Sweepstakes Period**"). Throughout the Sweepstakes Period, there will be a series of random drawings to award prizes, one (1) for each of fifty two (52) weekly Sweepstakes and one for each of twelve (12) monthly Sweepstakes. The entry period for each weekly Sweepstakes will begin on each Sunday during the Sweepstakes Period at 12:00:00 midnight CT, and end at 11:59:59 p.m. CT the following Saturday, except for the first week that will begin at 12:00:00 a.m. CT on Tuesday January 1, 2013 and end at 11:59:59 p.m. CT on Saturday January 5, 2013 and the last week of the Sweepstakes which begins at 12:00:00 a.m. CT on Sunday December 22, 2013 and ends at 11:59:59 p.m. CT on Tuesday, December 31, 2013 (each a "**Weekly Entry Period(s)**"). The entry period for each monthly Sweepstakes will begin at 12:00:00 a.m. CT on the first day of each month and end at 11:59:59 p.m. CT on the last day of each month (each a "**Monthly Entry Period(s)**"). Weekly and Monthly Entry Periods are subject to change, and any changes will be announced on the Website www.mcdonalds-survey.com in the United States and District of Columbia. Weekly entries will not be carried over to subsequent Weekly Entry Periods and monthly entries will not be carried over to subsequent Monthly Entry Periods.
- 2. ELIGIBILITY:** The Sweepstakes is available only at participating McDonald's restaurants and is open to residents of the fifty (50) United States and District of Columbia who are fifteen (15) years of age or older at time of entry (each a "**Participant**"). Persons in any of the following categories are NOT eligible to participate or win prizes in the Sweepstakes: (a) persons who on or after September 1, 2011 were or are employees, officers, directors, franchisees (or employees of franchisees) or agents of McDonald's USA, LLC ("Sponsor") or The Marketing Store Worldwide, L.P. (the "Judging Organization"), The Marketing Store Worldwide, L.P. (the "**Judging Organization**"), Mindshare Technologies, Inc. ("**Mindshare**") or any of their respective parent companies, subsidiaries, affiliates, service agencies or independent contractors; (b) individuals engaged in the development, production

or distribution of materials for this Sweepstakes; and (c) persons who are immediate family members (defined as spouse, IRS dependent or biological, foster, in-law, adoptive or step- mother, father, sister, brother, daughter, or son and each of their respective spouses whether actual or purported), of any person in any of the preceding categories, regardless of where they live, and/or individuals who reside in the same household, whether related or not, as any person in any of the preceding categories.

3. HOW TO ENTER:

A. Enter Online or via Toll-Free Phone Number: During the Sweepstakes Period, while supplies last, specially-marked cash register receipts at participating McDonald's Restaurants will have instructions printed on them that will invite participants to visit the Website or to call a toll-free phone number and answer survey questions. Participants are provided the option to select the language (English or Spanish) they prefer to use to respond to questions. Participants who participate at www.mcdonalds-survey.com will indicate their age to confirm eligibility, and participants who call the toll-free phone number will enter their age using the touch-tone key pad to confirm eligibility. If preliminarily determined as eligible, Participants will be prompted to enter the register receipt code and then complete the questionnaire. Participants will then need to provide their first and last name, street address, city, state, zip code, daytime phone number and e-mail address (optional for toll-free number participants), if they desire to be entered into the Sweepstakes. The successful completion of the process defined herein will result in one (1) Sweepstakes entry in (1) Weekly Entry Period and one (1) Monthly Entry Period ("**Entry or Entries**") for the Participant. For online and phone entries, survey must be completed; but, content of answers to survey questions will not affect one's ability to enter the Sweepstakes or win. If submitted by apparently ineligible Participants, Entries will not be recorded or captured in the database file.

B. Mail-In: To enter without making a McDonald's purchase or completing a survey, participants may legibly print their name, street address, city, state, zip code, daytime phone number, age and email address (optional) on a 3" x 5" piece of paper and mail it bearing sufficient postage to: McDonald's "Customer Satisfaction Survey" Sweepstakes Entry, P.O. Box 1252, Elmhurst, IL 60126. DO NOT SEND COMMENTS OR QUESTIONS TO THIS ADDRESS. Each mail-in entry must be mailed separately in a separate outer envelope bearing sufficient postage, or it will not be accepted. Entries that are sent in business reply envelopes will NOT be accepted. Photocopied or mechanically reproduced entries will not be accepted. All mail-in entries must be postmarked no later than December 31, 2013 and received by the McDonald's Redemption Center no later than January 7, 2014. The date on which a mail-in entry is received by the McDonald's Redemption Center will determine the Weekly and Monthly Entry Periods for which that mail-in Entry is eligible. See Entry Periods set forth above in #1.

Limit one (1) Entry per person or e-mail address (optional for toll-free number participants) or daytime phone number per Weekly Entry Period, regardless of the method of Entry. Each Entry submitted is only eligible for one (1) Weekly Entry Period and one (1) Monthly Entry Period and will not carry over to any subsequent Weekly or Monthly Entry Period. Accordingly, Participants must submit an Entry during each Weekly Entry Period in order to participate in that Weekly Entry Period. If a Participant submits more than one Entry for any Weekly Entry Period, he/she may be disqualified from participating in that Weekly Entry Period. Entries that are illegible in whole or part or are incomplete will be disqualified. Once submitted, Entries become the property of the Sponsor. Personal information collected in connection with this Sweepstakes may be used in accordance with the privacy policy found on the Website (www.mcdonalds-survey.com), and the permission granted by participants at the time of Entry.

- 4. PRIZE WINNER SELECTION:** Separate random drawings will be held for each Weekly Entry Period each and Monthly Entry Period during the Sweepstakes Period from all eligible Entries received during the applicable Weekly or Monthly Entry Period, on or around the 15th of the month following each Weekly Entry Period or Monthly Entry Period. (e.g., all February prize winners will be selected in random drawings in March 2013). Each Weekly Entry Period and Monthly Entry Period random drawings will be conducted by the Judging Organization. Each Entry submitted is only eligible for one (1) Weekly Entry Period and one (1) Monthly Entry Period and will not carry over to any subsequent Monthly Entry Periods. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes conducted by the Sponsor. By participating in the Sweepstakes, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor which shall be final and binding in all respects. The odds of winning a prize in any Weekly or Monthly Entry Period depend upon the total number of eligible Entries received for that Entry Period drawing. Limit, one \$1,000 and one \$100 Monthly Entry Period prize and one Weekly Entry Period prize may be won per Participant for the entire Sweepstakes Period. The potential Weekly Entry Period prize winners will receive a notification and their prize by mail. Each Monthly Entry Period potential prize winner will be required to execute a Declaration of Eligibility, a Liability Release and, where legal, a Publicity Release (collectively, **"Prize Claim Document"**) prior to a prize being awarded. The potential month's prize winners will be notified by the Judging Organization, by phone, e-mail and/or USPS mail using the contact information provided at the time of Entry. If a potential prize winner is a minor in his/her state of residence (a **"Minor"**), the applicable prize, pending verification, will be awarded to the Minor potential prize winner's parent or legal guardian on behalf of the prize winner, and the parent or legal guardian of the Minor will be required to sign the Prize Claim Document on behalf of the Minor. The Sponsor, the Judging Organization and Mindshare, each of their respective franchisees, affiliates, subsidiaries, local corporate advertising cooperatives, and advertising and promotion agencies, and all of their respective directors, officers, employees, representatives, and agents; (collectively the **"Sweepstakes Entities"**) shall have no liability for any potential prize winner Prize Claim Document that is not received by any potential prize winner for any reason. Without limiting the generality of the foregoing, the Sweepstakes Entities are not responsible if a potential prize winner does not receive his/her Prize Claim Document, redemption instructions or corresponding prize because a fraudulent, incorrect or bogus e-mail address or mailing address was provided at the time of registration or because the e-mail notification is misdirected or bounces back or is intercepted by SPAM or other e-mail filters. If, despite reasonable efforts, any potential month's prize winner (or such prize winner's parent or legal guardian, as applicable) fails or refuses to respond within fourteen (14) days of the first notification attempt, or if a notification or prize is returned as unclaimed or undeliverable to any potential prize winner, such potential prize winner will forfeit his/her prize and the Judging Organization will attempt to notify an alternate potential prize winner. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner will be selected. In the event of a dispute as to the identity of a Participant, any Online Entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent. The authorized account holder shall be the natural person to whom the applicable e-mail address or phone number has been assigned by the Internet Service Provider, service provider, wireless carrier or other organization responsible for assigning e-mail addresses or phone numbers, as applicable, for the domain/account associated with the submitted Entry. A potential prize winner may be required to provide the Judging Organization with proof that the potential prize winner is the authorized account holder of the e-mail address or phone number associated with the submitted Entry. If there is any such dispute concerning the identity of a potential prize winner that cannot be resolved to the Judging Organization's satisfaction, the Entry will be deemed ineligible.

5. PRIZES/APPROXIMATE RETAIL VALUE/ODDS:

- A. Twelve (12) Monthly Prizes** (One per Monthly Entry Period): Each Monthly Entry Period's prize winner will receive \$1,000, awarded as a check.
- B. Sixty (60) Monthly Prizes** (Five per Monthly Entry Period): Each Monthly Entry Period prize winner will receive \$100, awarded as a check.

All eligible Entries submitted during any specific month will be included in that month's random drawing for a chance to win that month's one (1) \$1,000 potential prize winner and five (5) \$100 potential prize winners.

- C. Five Hundred Twenty (520) Weekly Prizes** (Ten per Weekly Entry Period): Each Weekly Entry Period prize winner will receive a McDonald's® \$25 Arch Card®. Arch Card® prizes are subject to terms and conditions of card's issuer.

All eligible Entries submitted during any specific week will be included in a random drawing for a chance to win that week's ten (10) McDonald's® \$25 Arch Card® prizes.

The odds of winning a prize will be determined by the number of eligible entries received for each drawing.

- 6. GENERAL TERMS AND CONDITIONS OF PRIZES:** Each prize winner shall be solely responsible for all federal, state and/or local taxes. A potential prize winner of a prize may not transfer his or her prize prior to awarding unless authorized in writing by the Sponsor before the transfer is made. Such authorization may be granted or withheld in the Sponsor's sole discretion. A request for prize transfer must be in writing and must be included with the Prize Claim Document. The person to whom the prize is transferred must meet the eligibility requirements described in Rule 2 of these Official Rules. If the Sponsor so elects, a potential prize winner may be required to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sweepstakes as determined by the Sponsor in its sole discretion. All potential prize winners agree to cooperate fully in that respect.

- 7. TECHNOLOGY TERMS AND CONDITIONS:** The Sponsor assumes no responsibility for any damage to a Participant's computer system that is directly or indirectly caused by accessing the Website or otherwise participating in the Sweepstakes, or for any computer system, phone line (or wireless), hardware, software or program malfunctions, or other errors, failures, dropped or delayed computer transmissions or network connections or phone calls that are human or technical in nature. Without limiting the generality of the foregoing, the Sponsor is not responsible for any incomplete, illegible, misdirected, late, lost, damaged, postage due or stolen Entry, or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites, phone service or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents or Prize Claim Document, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture or loss of any information. No mechanically reproduced, illegible, incomplete, forged, computer-generated Entries or Entries produced by another automated method or by any third party will be accepted.

- 8. GENERAL CONDITIONS:** Acceptance of a prize constitutes prize winner's permission for the Sponsor to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide in all forms of media now known or hereafter developed, in perpetuity, without further notice, compensation or authorization, except where prohibited by law. Participants agree that the Sweepstakes Entities shall not be responsible or liable for any losses, damages or injuries of any kind including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to or resulting from, participation in the Sweepstakes or any Sweepstakes-related activity, or from any participant's acceptance, receipt, possession and/or use or misuse of any prize.
- 9. LANGUAGE DISCREPANCY:** In the event there is a discrepancy or inconsistency between the English language version and the version in any other language of these Official Rules or of any Sweepstakes 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 Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- 10. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of a participant or the Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- 11. ARBITRATION PROVISION:** By participating in this Sweepstakes in the fifty (50) United States and District of Columbia each Participant (and his/her parent/legal guardian if the participant is a minor) agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant may have against the Sweepstakes Entities arising out of, relating to, or connected in any way with the Sweepstakes, the awarding or redemption of prizes, or the determination of the scope, enforceability or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by American Arbitration Association ("**AAA**") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by AAA ("**Rules and Procedures**"); (2) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 USC. §§ 1-16; (3) the arbitration shall be held at a location determined by AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such other location as may be mutually agreed by the Participant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Participant may have entered into in connection with the Sweepstakes; (5) the arbitrator shall apply Illinois law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (6) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only the Participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the Participant and Sponsor shall be entitled to recover punitive, incidental and/or consequential damages only to the extent permitted by law; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD for claims less than \$10,000 or \$375 for claims greater than \$10,000 but less than \$75,000, and the Participant is unable (or not required under the applicable Rules and Procedures) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the Participant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the Participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the

costs of litigation, Sponsor will pay as much of the Participant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (9) with the exception of subpart (6) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the Rules and Procedures established by AAA, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (6) is found to be invalid, unenforceable or illegal, then the entirety of this Arbitration Provision shall be null and void, and neither Sponsor nor Participant shall be entitled to arbitrate their dispute. For more information on AAA and/or AAA Rules and Procedures, Participants may visit the AAA Website at <http://www.adr.org>, or contact AAA at 1633 Broadway, 10th Floor, New York, New York 10019.

12. DISQUALIFICATION/FORCE MAJEURE: It is the Participant's responsibility to ensure that he/she has complied with the conditions contained in these Official Rules. The Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the Entry process or the operation of the Sweepstakes; 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 Sweepstakes, or to annoy, abuse, threaten or harass any other person involved with or participating in the Sweepstakes. The Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Subject to any governmental approval which may be required, the Sponsor reserves the right, without prior notice and at any time, to terminate the Sweepstakes, in whole or in part, or modify or suspend the Sweepstakes in any way, if it determines, in its sole discretion, that the Sweepstakes is impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Sweepstakes. In the event the Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, Provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "**Force Majeure**" event), then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated, in whole or in part, before the designated end date, the Sponsor will select prize winners (or remaining prize winners, as the case may be) in a random drawing from all eligible, non-suspect Entries received as of the date of the Force Majeure event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. Any prizes that are not claimed in accordance with these Official Rules will not be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of the Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

13. WINNERS LIST: To receive an Official Winners List, mail a self-addressed stamped envelope to McDonald's Redemption Center: McDonald's® "Customer Satisfaction Survey" Winners List Request, P.O. Box 1132, Chicago, IL 60690 for receipt by February 1, 2014.

14. OFFICIAL RULES: These Official Rules will be posted on www.mcdonalds-survey.com. To receive a copy of the Official Rules, mail a self-addressed stamped envelope to McDonald's Redemption

Center: McDonald's® "Customer Satisfaction Survey" Sweepstakes Rules, P.O. Box 1132, Chicago, IL 60690 for receipt by December 31, 2013. VT residents may omit return postage.

15. SPONSOR: McDonald's USA, LLC, 2111 McDonald's Dr., Oak Brook, IL. 60523.

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