

McDonald's #HereForRMHC Program

TERMS AND CONDITIONS

The McDonald's #HereForRMHC Program ("Program") is open to participants with valid, public social media profiles on Facebook, Instagram, TikTok, or Twitter (each, an "Eligible Platform"). Void where prohibited. Program is subject to all applicable federal, state and local laws and regulations. This Program is in no way sponsored, endorsed or administered by, or associated with, any Eligible Platform.

Each person who submits and Submission (a "Participant") (and his/her parent or legal guardian if the Participant is an eligible minor), agrees to be bound by these Terms and Conditions and the decisions of McDonald's Corporation ("McDonald's"), Ronald McDonald House Charities® (RMHC®), and/or its agencies, which are final and binding.

Program Period: Program starts on November 24, 2020 and ends on December 31, 2020 ("Program Period").

Program Details: McDonald's is conducting the Program to celebrate McDonald's commitment to give \$100,000,000 to RMHC through 2024 and to raise awareness of RMHC. During the Program Period, McDonald's will give \$100 of its planned donation to RMHC in a Participant's name, based on Participant's screen name or handle ("Participant's Name"), as part of McDonald's \$100,000,000 commitment. Limit one \$100 contribution in the name of each Participant, regardless of the number of Submissions (as defined below). **Contributions made in a Participant's Name are not tax-deductible by the Participant.**

How to Participate: To participate, Participant must post the following to an Eligible Platform, along with the hashtag #HereForRMHC: (i) a photo or video of Participant making the Ronald McDonald House Charities heart; or (ii) another message, image or video that speaks to the mission of RMHC (each such post, a "Submission"). Participant's social media account must be public during the Program Term. To make the Ronald McDonald House Charities heart with your hands: (i) Build your house by making a diamond; (ii) Show us your chimney by pointing your pinky up; and (iii) Put your heart into it by pushing your index fingers down.

Submission Requirements: Each Participant represents and warrants that their Submission will conform to the Submission Restrictions below.

After receipt of an eligible Submission, McDonald's or its agency will share with RMHC each eligible Participant's social media profile information, such as screen name, and Participant may receive a thank you message on the applicable Eligible Platform from RMHC.

Each Participant, upon posting a Submission, irrevocably grants to McDonald's, RMHC, and their agencies, a perpetual, royalty-free, no-cost license and right to use, post, publish, adapt, edit, make derivative works and/or and otherwise exploit the Submission, and all videos, images (including Participant's likeness), text (including Participant's screen name), music, sound effects, and materials depicted or included therein, in whole or in part, in any manner or medium now or hereafter known or devised, throughout the universe and in any and all languages. For example, McDonald's may repost any such Submission and/or Participant's Name on its social media channels, use in promotional materials, or stream on its billboard in Times Square. Each Participant hereby forever waives and relinquishes all so-called "moral rights (droit

moral)” now or hereafter recognized in connection with the Submission. Each Participant further represents and warrants that his/her Submission and all materials and matter therein: (1) are wholly original to such Participant and are not a copy or imitation of any other material, and Participant owns or holds all rights in and to the Submission; (2) will not infringe or violate any right whatsoever, including, without limitation, any personal rights or any property rights of any person or entity (including trademark, copyright, right of publicity, or privacy rights) and the use thereof will result in no third party liability or obligations; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Participant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her Submission to any other third party. **The Submission represents solely the views/opinions of the applicable Participant and does not reflect the views/opinions of McDonald’s, its agencies, or RMHC in any manner.**

Submission Restrictions: Submissions may not include material that: (a) is in violation of the Eligible Platform’s Terms of Use, Community Guidelines, Privacy Policy or other conditions; (b) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (c) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (d) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or promotes any activities that may appear unsafe or dangerous; (e) promotes any particular political agenda or message; (f) invades the privacy or publicity rights of any person, living or deceased, (g) is unlawful, (h) contain trademarks, logos, music, graphics, sound effects, artwork, or trade dress owned by others (other than McDonald’s or RMHC) or advertise or promote any brand or product of any kind (other than McDonald’s or RMHC); (i) contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; and/or (j) is disparaging to McDonald’s or RMHC, or is inconsistent with the positive images and/or goodwill with which McDonald’s and/or RMHC wishes to associate.

General Conditions: McDonald’s, RMHC, IPGDXTA, Inc., each Eligible Platform, and their respective parent companies, affiliates, subsidiaries and advertising and promotion agencies and (collectively, the “Released Parties”) are not responsible for lost, late, incomplete, inaccurate, or delayed social posts, availability or accessibility or miscommunications or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or other errors or problems of any kind. McDonald’s and RMHC reserve the rights to disqualify any Submission or terminate the Program.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participant’s rights and obligations, or the rights and obligations of McDonald’s in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Privacy Policy: Please see the [McDonald’s Global Privacy Statement \(https://www.mcdonalds.com/us/en-us/privacy.html\)](https://www.mcdonalds.com/us/en-us/privacy.html) for further information on our privacy practices and how information is collected, used, protected, and shared at McDonald’s.

Charitable Organization: Ronald McDonald House Charities, 110 North Carpenter Street, Chicago, Illinois 60607. Tel: 630-623-7048.

Provided By: McDonald’s Corporation, 110 North Carpenter Street, Chicago, Illinois 60607