

**OFFICIAL REGULATION OF THE
"BURGER CRUSH GAME"
09 November – 22 November 2020**

Art. 1

CAMPAIGN ORGANIZER AND REGULATION

1.1 The "Burger Crush Game" (hereinafter „**Campaign**") is organized by **Premier Restaurants Romania S.R.L.**, a company registered and operating according to the Romanian law, with its registered office in Bucharest, Sos. Nicolae Titulescu nr. 4-8, America House, West Wing, 5th floor, District 1, registered with the Trade Register under number J40/16755/1994, Tax Identification Number 6205722, represented for these purposes by Mrs. Mihaela Lungu, as Marketing Manager (hereinafter „**Organizer**").

1.2. The campaign shall run through TRIBAL WORLDWIDE DIGITAL AGENCY S.R.L., a Romanian legal entity, with its registered office in Bucharest Municipality, 3 Praga Str., 2nd floor, office 5, District 1, registered with the Trade Register under number J40/3881/2008, Tax Identification Number 23418623, bank account no. RO88OTPV110000230306RO04, opened with OTP Bank, duly represented by the company SPV Marketing&Promotions SRL – Director, through its permanent representative Roxana Memetea, as service provider, hereinafter "Provider" or "Agency", "Organizer's Attorney").

1.3. The agency shall be responsible for assisting and monitoring the Campaign.

1.4 The decision to run the Campaign according to the regulations herein (hereinafter „**Regulation**") is final and mandatory for the participants.

1.5 The Organizer may amend this Regulation; any such amendment shall be publicly announced by the Organizer at least 24 hours before entry into force.

Art.2

DURATION AND SCOPE OF THE CAMPAIGN

2.1. The campaign shall run between 9 November 2020, 6am and 22 November 2020, 10:59pm, through a mobile application, available on Google Play/App Store: McDonald's Romania.

2.2. The regulation is available for free to any interested person, as follows: (i) on the website www.mcdonalds.ro; (ii) can be supplied to any interested person by email after a request sent by the latter on the website www.mcdonalds.ro under the "Contact" Section.

2.3. Any change of the validity of the Campaign shall be publicly announced by the Organizer at least 24 hours before the entry into force of the change, on the website www.mcdonalds.ro, under the section dedicated to the description of the Campaign and supplement this Regulation, an integral part thereof.

Art.3

RIGHT TO PARTICIPATE

3.1. The campaign is aimed at all individuals who have at least 16 years old (inclusive) on the date of commencement of the Campaign and have the mobile app McDonald's Romania, downloaded on their smartphone and have an active user account.

3.2. The Organizer's employees, the employees of the companies directly or indirectly involved in the organization of the Campaign cannot participate in the Campaign (for example the Agency's employees) nor the relatives and/or inlaws up to the 4th degree inclusive of the above.

Art. 4

MECHANISM OF THE CAMPAIGN

4.1. To register and to participate in the Campaign and thus, to become eligible for winning one of the Prizes, the candidates must follow the steps below:

a) Must be active on the mobile app McDonald's Romania and carry out the following actions during the period of the Campaign:

- Open the app, create an account, agree with the terms and conditions of the game and play the "Burger Crush Game", available from 9 November 2020, 6am until 22 November 2020, 22:59pm
- In this game, the players will have a certain number of movements, depending on the complexity of each level, for aligning at least 3 elements of the same kind on a row, vertically or horizontally.
- At each level, the player collects as many points and stars as possible. Each player must collect enough stars to go to the next level. If a player has at least 4 elements of the same kind on a row, he/she unlocks a special red M icon. This special item can be moved to other spots, the players can destroy an entire row and thus collect extra points. If the player changes 2 red M items, he/she can receive a special super bonus and 12 random items are removed from the game grid.
- The Top 15 highest scores will be posted daily in the dedicated section of the game, so that every day the players can check the game ranking section to see if they are in the top 15. The ranking is reset each day. The Organizer reserves the right to disqualify players who choose insulting names.
- Each player will win an offer in the form of a voucher, once a day, after completing each game level. Therefore, the window from which the players can choose their favorite offer out of 10 shall appear once a day after the first level completed by the player on that day.
- Players can choose from 10 offers available during the period of the campaign:

Offers:

- 1+1 Coca-Cola 250ml**
- 1+1 small portion of fries**
- 1+1 Cheeseburger**
- 1+1 McChicken**
- 1+1 Sour Chery pie**
- 1+1 Double Cheeseburger**

1+1 McChicken
1+1 Medium Double Cheeseburger Menu
1 Big Tasty with -50% discount
1+1 Portion of 6 McNuggets, dressing included

- For the chosen voucher to be saved in the section “Offers”, players must click on their favourite offer and then click on the button “Confirm”. The voucher can be accessed from the “Offers” section.
- Players can play “Burger Crush” an unlimited number of times/day during the Campaign, but regardless of the number of games played or the score obtained, the player can choose his/her favourite offer out of the 10 available only once a day, after the first level played on that day, regardless of the number of the level.

b) The offers won can be claimed at any McDonald’s restaurant in Romania (only in Romania), only during the working hours and subject to the conditions and the validity term of each voucher.

The voucher with the offer will be entered automatically in the application after each player chooses his/her offer and clicks on the button “Confirm”, as mentioned under point a).

4.2. If it is found that a player has not fulfilled and/or observed the terms of this Regulation (as amended by the Organizer), the Organizer reserves the right to cancel at any time the rights and benefits of that player, the Organizer not owing any compensation or payment. If the Organizer identified such circumstances after the prize was claimed, the player will return to the Organizer the countervalue of the prize and, if necessary, the costs incurred by the Organizer in relation thereto.

4.3. The Organizer can take all the necessary actions against attempts of fraud, abuses or any other circumstances that might affect the image or the costs of this Campaign. The Organizer is not responsible for participating in the Campaign outside the term of participation mentioned in article 2.1.

Art. 5

PRIZES AND AWARDING THE PRIZE

5.1. The offers can be claimed only by the players who have completed at least ONE level of the game and chose the offer, the voucher being given instantaneously in the app.

5.2. The voucher containing the offer can be used at the cash register and at the kiosk in the Organizer’s restaurants in Romania, by showing and scanning at the cash register/kiosk the voucher received in the McDonalds mobile app. The voucher can be used only during the period of validity of the Campaign, in the working hours of each McDonald’s restaurant and according to the validity of each voucher. The vouchers offered as prizes during this campaign are valid until 25 November 2020, 22:59. In any case, each voucher contains the exact period of validity in its description.

5.3. The value of the prizes cannot be given in cash. The products available in the Campaign cannot be replaced with other products or with their countervalue in money.

5.4. If the winner refuses to use the voucher or the winner does not use the voucher within the term mentioned in art. 5.2., the winner loses the right to use it.

5.5 The offer cannot be cumulated with other offers or promotions.

Art. 6

SUSPENSION OF THE CAMPAIGN

6.1. The campaign can be suspended in case of force majeure or by unilateral decision of the Organizer, the suspension being made public by posting the relevant information on the website www.mcdonalds.ro.

6.2. Force majeure means any event that cannot be controlled, remedied or foreseen by the Organizer and that puts the Organizer in the situation in which he cannot fulfil its obligations from this Regulation (*for example, any incident that does not allow access to the mobile app McDonald's Romania*).

6.3. If a force majeure event hinders or delays, fully or partially, the launching, continuation or completion of the Campaign, the Organizer is absolved from responsibility related to the fulfilment of its obligations in the period in which such fulfilment is hindered or delayed. The Organizer shall communicate the occurrence of a force majeure event to the users of the mobile app, within no more than one working day from its appearance.

6.4. In the situations described above, the Organizer is absolved from any liability towards the users of the Campaign, as it shall not be held liable for any amount as compensation towards users and/or winners and/or third parties.

Art. 7

LIMITATION OF LIABILITY

7.1. The Organizer shall not be held responsible for (for example):

- a) The impossibility to contact the potential player (e.g. for communicating the Regulation, at the request of the potential player) for reasons independent of the Organizer;
- b) The impossibility of the winner to receive a voucher for reasons independent of the Organizer;
- c) Errors in the databases provided by the players; the accuracy of the contact data does not make the Organizer responsible, the players being solely responsible.
- d) situations in which the player cannot observe the terms of participation or validation detailed in this Regulation.

These circumstances can be due to: false, incomplete information, information sent with interruptions, with delay or distorted in any other way, the operation of their computation equipment, their applications or other technical equipment used in the Campaign. These circumstances can also be due to technical failures that can affect the operation of internet connections and/or computation equipment and/or of applications of the internet provider and/or the malfunction of the email either for the Organizer or for the player, due to technical and/or heavy internet traffic, generally, or by both types of problems.

These circumstances can be due to: deteriorations or defects with a potential effect on the computation equipment and/or data stored regarding the players or third parties, after participating in the Campaign. These circumstances can also be caused by legal amendments that affect the running and implementation

of the Campaign (as well as decisions adopted by civil authorities, war regime, natural disasters and other similar events).

Players accept as final all the decisions adopted by the Organizer as regards the players, and the subsequent schedule of the Campaign or other changes related to the implementation of the Campaign. The Organizer may disqualify any player who does not observe the Campaign rules or who exhibit proofs of misconduct or of sabotage of any kind of the Campaign.

The Organizer shall give prizes to the winners according to the specifications of this Regulation. Any decision regarding the Campaign taken by the Organizer is final and is not subject to any legal remedy.

Art. 8

PERSONAL DATA PROTECTION

8.1. By participating in this Campaign, the participants voluntarily agree with the provisions of this Regulation, being contractually binding.

8.2. In this Regulation, the Organizer, as data controller and the Agency, as Processor, and the contractual partners involved in organizing the Campaign shall observe the provisions of (EU) Regulation 2016/679 of the European Parliament and of the Council from 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC („GDPR”), applicable from 25 May 2018.

8.3. Details on the contact/identification details of the Organizer, as data controller and the categories of data subjects, categories of personal data processed in the context of the Campaign, the reasons, the purposes and the period of processing, the players’ rights, as data subjects, are available in Appendix 1 of this Regulation. This is completed with the Confidentiality Statement for the mobile app MCDONALD’S ROMANIA available on https://mcdonalds.ro/_docs/Declaratie_de_confidentialitate_GMA_LITE.pdf and the Confidentiality Policy posted on <https://mcdonalds.ro/legal>.

Art. 9

GOVERNING LAW AND DISPUTE RESOLUTION

9.1. The governing law is the Romanian law.

9.2. The potential disputes between the Organizer and the users of the mobile app shall be settled amicably; if an amicable resolution is not possible, the dispute will be addressed to the competent courts of law of Bucharest.

Art. 10

FEES AND TAXES

If necessary, the taxation of revenues as prizes obtained by the players shall be made in accordance with the governing law.

Art. 11

REGULATION OF THE CAMPAIGN

11.1. By participating in this Campaign, the players agree to observe and to fulfill all the provisions, terms

and conditions of this Regulation of contractual value and also confirm that they have accessed the Informative Note regarding the processing of the personal data of the participants in the Campaign (Appendix 1 to this Regulation). The Regulation of the Campaign will be available for free to any requesting person, as follows:

- on the website www.mcdonalds.ro; and/or
- by e-mail after a request sent in this sense, on the website www.mcdonalds.ro, in the “Contact” Section

The following appendices are an integral part of the Regulation:

Appendix 1 – Informative note on processing the personal data of the participants in the Campaign.

This Regulation was drawn up in accordance with the provisions of the governing law and was signed on 02.11.2020.

Appendix 2 – Information note on the processing of the personal data of the players of the "Burger Crush game"

1. Data on the personal data controller and the processor

For running the „**Burger Crush**” Campaign (hereinafter called „**Campaign**”), organized by **Premier Restaurants Romania S.R.L.**, a company registered and operating according to the Romanian laws, with its registered office in Bucharest, Sos. Nicolae Titulescu nr. 4-8, America House, West Wing, 5th floor, District 1, registered with the Trade Register Office under no. J40/16755/1994, Trade Register Number 6205722, **the players’ personal data will be processed by Premier Restaurants Romania S.R.L.** (with the above identification details), **as data controller (Organizer” or “Controller)** through the advertising agency **TRIBAL WORLDWIDE DIGITAL AGENCY S.R.L.**, with its registered office in Bucharest, 3 Prague Str., 2nd floor, Office 5 District 1, registered with the Trade Register Office under no. J40/3881/2008, Tax Identification Number 23418623, **as Processor (“Organizer’s Processor”)**.

For any questions or for exercising the rights of the participants in the Campaign, in their capacity of data subjects, regarding their personal data, the players can send a request for this purpose to the address mentioned, of the Controller, to the attention of the personal data protection officer, or can send an email to the following address: dpo.prr@ro.mcd.com.

2. Categories of personal data processing during the Campaign

2.1. During this Campaign, the Controller shall collect from the players and process the following categories of personal data:

- The email addresses indicated by individuals who request the transmission of the Regulation by email (according to art. 2.2. and 11.1. of Regulation);

For details on the categories of personal data processed in the context of using the website mcdonalds.ro or of the mobile app MCDONALD’S ROMANIA, please access the Confidentiality Policy posted on <https://mcdonalds.ro/legal> as well as the CONFIDENTIALITY STATEMENT FOR THE MOBILE APPLICATION MCDONALD’S ROMANIA available on https://mcdonalds.ro/docs/Declaratie_de_confidentialitate_GMA_LITE.pdf

3. Purpose and reasons for processing

The personal data of the players will be processed in accordance with the Regulation for organization and running of the Campaign (Art. 6 (b) GDPR), as follows:

- (i) Only based on the request received from the persons who want to participate, to communicate the Regulation, to process the email addressed provided, for this purpose (according to art. 2.2. and 11.1. of the Regulation).

In case of refusal to provide this data, the Organizer will not be able to send the Regulation to the requesting persons;

4. Recipients of personal data

4.1. Delegated processing

For the purposes mentioned above, the players' personal data can be transferred or disclosed to specialized service providers who support the Controller in providing its services and/or organizing the Campaign mentioned in the Regulation, who are carefully selected and monitored regularly and who will process the players' personal data strictly on the basis of the instructions and in strict observance of the Controller's instructions and according to personal data processing agreements concluded with them – e.g. **TRIBAL WORLDWIDE DIGITAL AGENCY S.R.L.**, as Processor.

4.2. Third parties

We can also transfer or give access to your personal data to third parties, in the following situations: (i) to the Controller's affiliates, for the aforesaid purposes; (ii) to other third parties, for example: public authorities, shareholders and/or professional organizations that the Controller is part of, the commercial partner of the Controller, located in Romania or abroad, including in countries for which the European Union did not offer an adequate personal data protection level. In these circumstances, the Controller shall make sure that the personal data of the players to benefit of an adequate data protection level, for example by concluding specific contracts with the data recipients.

5. Personal data storage period

The players' personal data will be stored and then destroyed by 03.10.2021, and shall not be used for any other purpose until they are destroyed, aside from those related to the organization of the Campaign and the resolution of potential complaints.

At the expiry of the personal data storage period, the Controller will delete/destroy this data from all the means of processing and storage, requesting to the Processor/s to do the same.

6. Rights of the data subjects

The players in the Campaign have the following rights:

(i) the right to withdraw, at any time, their consent regarding the data processing operations based on this reason (if necessary) without affecting the legality of the processing prior to the withdrawal;

(ii) the right to be informed in connection with and to request the access to its personal data;

(iii) the right to request the correction of personal data;

(iv) the right to request the deletion of personal data;

(v) the right to restrict the processing;

(vi) the right to oppose the processing, for reasons regarding its particular situation, unless the Controller can prove the existence of legitimate and imperious reasons that prevail in relation to the interests of the data subjects or unless the processing is needed for ascertaining, exercising or defecting a right in court;

(vii) the right to data portability;

(viii) the right to lodge a complaint with **the National Authority for Surveillance of Personal Data Processing. In Romania, the personal data protection authority is the National Authority for Surveillance of Personal Data Processing who, on the date of this regulation, is located in Bb. G-ral. Gheorghe Magheru 28-30, District 1, 010336, Bucharest, Romania, email: anspdcpc@dataprotection.ro.**

Players can exercise the rights mentioned by written request, dated, signed and addressed to the Controller to the address in Bucharest, Sos. Nicolae Titulescu nr. 4-8, America House, West Wing, 5th floor, District 1, to the attention of the personal data protection officer or by sending an email to the following email address: dpo.prr@ro.mcd.com.

7. Personal data security

The Controller shall take adequate technical and organizational measures to ensure a proper security of the personal data of the participants in the Campaign. The Controller shall impose similar obligations to the Processor. Upon evaluation of the adequate security level, the risks entailed by the processing of personal data, generated in particular, accidentally or illegally, by the destruction, loss, change, unauthorized disclosure or unauthorized access to the personal data sent, stored or processed shall be taken into account.

8. Amendment of the personal data processing policy

The Controller can amend this Appendix to the Regulation at any time during this Campaign. All such amendments will be published on the website of the Controller and/or of the Campaign, respectively will be communicated to the Players by the same means by which they were informed about the Regulation.

This Appendix is supplemented by the Confidentiality Policy posted on <https://mcdonalds.ro/legal> and by the CONFIDENTIALITY STATEMENT FOR THE MOBILE APP MCDONALD'S ROMANIA available on [https://mcdonalds.ro/docs/Declaratie de confidentialitate GMA LITE.pdf](https://mcdonalds.ro/docs/Declaratie%20de%20confidentialitate%20GMA%20LITE.pdf)

Date: 02.11.2020