

# McDonald's Graphic Design Contest

## Rules

### Void where prohibited

#### Article 1: Organizer and aim of the contest

McDonald's Development Company Paris-Europe (the "Sponsor") is the organizer of a graphic design contest with a chance for Entrant's to potentially have their designs displayed in McDonald's restaurants in Europe.

#### Article 2: Participants

Only individuals over the age of 18 at the time of entry are eligible to enter. Entrants (hereinafter defined) will submit graphic designs to Sponsor in accordance with Article 4 below. Each Entrant will be able to participate individually or in a group. Where the term Entrant is used herein, it shall refer to all members of a group Entry, unless specifically stated.

By participating in the contest, each Entrant agrees to comply with these Official Rules and decisions of the Sponsor.

Persons in any of the following categories are NOT eligible to participate or receive prizes in the Contest: (i) persons who were or are franchisees, directors, officers, employees or agents of Sponsor or its parent, subsidiary, or affiliated companies; (ii) persons who are immediate family members (defined as spouse or biological 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 category, 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, or (iii) any person entering via an agent or on behalf of a business.

#### Article 3: Theme of the contest

The Contest is aimed at producing graphic displays used in Europe. The decors of the McDonald's restaurants are a medium of communication for the values of the brand. Each decor is evaluated in order to determine its personality by the means of 8 descriptors, which symbolize McDonald's characteristics. Our decors are created to be in keeping with the location of the establishment and the profile of the consumers who frequent it. These characteristics include:

**Eye catching** (attractive, vibrant, energetic, bright)

**Exciting** (spectacular, upbeat, magical, inventive, dreaming, inspiring, colorful)

**Second-home** (reassuring, cocooning, serene, secure, familiar, protective)

**Together** (universal, united, cheerful, alive, friendly,)

**Easy** (simplistic, functional, in tune, contemporary, modern, cool, comfortable)

**Appetizing** (fresh, natural, delicious, qualitative, harmonious, balanced, nourishing)

**Smiling** (joyful, optimistic, , laughing, happy, welcoming)

**Real** (authentic, strong, natural, responsible, traditional, original)

Our decors demonstrate this desire to create a strong connection between the different players: clients, team members, and franchisees. The visuals utilized add to this coherence and are important elements; they thus contribute towards highlighting or playing down the details of the internal environment.

Moreover, the place where they are displayed also plays a major role, since it modifies the impact on the consumer.

#### **Article 4: Enrolment**

In order to be a participant in the Contest (an “Entrant”), a person must first enroll on the web site [www.designgraphics4mcdo.com](http://www.designgraphics4mcdo.com). Entrants may enter the Contest multiple times with a different enrolment each time. **The registration form must be sent before June 15<sup>th</sup>, 2009.** Sponsor reserves the right at any time to withdraw, extend, modify or substitute the Contest or any feature of the website at the Site. Please check for details on the Site.

#### **Article 5: Participation**

There is no cost to enter the contest.

Entrants shall be responsible for all costs related to enrolling in or entering the competition, including by way of example but not exhaustion, mail fees, internet connectivity, and design creation, etc. Sponsor shall not reimburse any costs whatsoever related to the Contest.

Each valid entry must comprise a graphic design produced in accordance with the stipulations on the Site. No other method of entry will be accepted. Entrants shall submit visual depictions of their graphics (formats accepted: jpeg/gif/pdf/eps – size : 1mx1m – definition : 300 dpi minimum) in the form of a DVD, accompanied by an explanatory note if desired (explaining the entrants philosophy or aims of the entry) (the “Entry”), the name and surname of the author to:

McDonald’s Paris-Europe  
Attention ERDDS - Contest  
1 rue Gustave Eiffel  
78045 GUYANCOURT Cedex

Entrant’s graphics may not have been previously published or won any other prize/award, must be the exclusive original work of the Entrant(s), may not be inappropriate or offensive, as determined by the Sponsor in its sole discretion and may not defame or invade publicity rights or privacy of any person’s personal or property rights or any other third party rights.

By submitting an entry, Entrant represents that (s)he has the unrestricted right to submit the graphics and such graphics do not infringe upon any third party’s proprietary or other rights. All submissions must be accompanied by the entry form.

**Only entries received on or before July 1st 2009 will be considered.** The Sponsor may extend all relevant dates if supervening circumstances cause insufficient entries to have been received (in the Sponsor's absolute discretion)

An Entry will be invalid if, in Sponsor’s opinion, (i) it is not submitted in good faith, or (ii), it is inappropriate; by way of illustration (and not by way of exclusion), Sponsor shall exclude entries considered by the Sponsor (in its sole discretion) to:

- be racist, sexist, or homophobic
- be potentially libellous
- refer to any real person, dead or alive,

- apparently breach or incite any breach, unlawful action or infringement of any right of any person, including rights not to be defamed, copyright, trade mark and confidentiality, or
- contain any profanities, swear words, or material of a sexual, political, religious nature.

### **Article 6: Jury**

The winners will be selected by a panel of qualified judges comprised of Marketing, Design, and Research professionals, and may include Mr. Denis Hennequin, Chairman of McDonald's Europe.

The winners will be selected based on the creativity, visual impact and compatibility with our brand image of the submitted graphics, and the compatibility of their designs with the McDonald's restaurants.

The top 3 entries will share the sum of 10,000 € as follows:

1 <sup>st</sup> Prize	: 5,000 €
2 <sup>nd</sup> Prize	: 3,500 €
3 <sup>rd</sup> Prize	: 1,500 €

Where an entry is created by multiple people or a team, the prize shall be given by Sponsor only to the individual named in the enrolment form. This individual is solely responsible for sharing the prize amount with the other individuals involved in the creation of the design. McDonald's shall have no responsibility for or obligation in distributing the prize money to any person other than the individual named on the enrolment form.

Winners will receive their prize within 8 weeks after the closing date.

The judges' decision will be final and no correspondence will be entered into. For details of the judges, send a stamped self-addressed envelope marked with the Competition name and the words "Details of Judges" to be received during the 6 weeks' period after the closing date for receipt of entries to McDonald's at the Competition Address.

### **Article 7: Property rights**

Each Entrant guarantees that his/her Entry is Entrant's exclusive original work and that Entrant is the exclusive owner of the intellectual property rights in all the elements of the Entry, including, without limitation, the designs, visuals, texts, images in any form whatsoever submitted to the Sponsor (the "IPR"). In this regard, each Entrant guarantees that he/she has not granted any right in the IPRs to a third party, in whole or in part, in any manner whatsoever, including without limitation, by any way of assignment, transfer, licence or security.

Each Entrant commits to the fact that any Entry he/she submits does not violate in any way the rights of any third party, including, without limitation, intellectual property rights, industrial property rights, publicity rights and/or privacy rights, and guarantees the Sponsor against any plea or claim to this effect.

### **All Entries:**

As a condition to entering the Contest, Entrant authorizes Sponsor, the worldwide right, for the duration of the Contest and for a period of six-months thereafter, to:

- reproduce, in whole or in part, Entry as well as adaptations thereof, by any means whatsoever, on (i) any paper media (including, without limitation, posters, brochures, leaflets, letters), and (ii)

on any known or unknown media, including without limitation graphic, magnetic, photochemical, digital, electronic, computer media, and, in particular, on hard disk, floppy disk, server, CD-ROM, CD-I, DVD, HD-DVD, Blu-Ray, magnetic tape, memory stick, slides, microfilms, by encoding, by recording, by provisory and/or permanent downloading on any electronic communication networks via access terminals, by storage and hosting on any servers.

(b) represent and communicate to the public, in whole or in part, Entry as well as adaptations thereof, by any means whatsoever, by mail, on the websites operated by the Sponsor and/or its parents and/or affiliated companies. This right of communication and representation covers, in particular, the broadcasting of Entry and adaptations thereof on the Internet;

(c) adapt and display Entry in any modified form (in particular regarding the media, file formats, size and colors), in any abbreviated form, in any extended form and integrated in other works. This right covers any form of graphic, visual and/or electronic adaptation and the right to create derivative works and to adapt and/or integrate Entry, in whole or in part, in a multimedia work.

Entrant authorizes the Sponsor to use the above rights for the following purposes: illustration, presentation, animation, promotion, marketing, advertising, decoration, Sponsor's internal use, and/or adaptation under any forms

#### **Winning Entries:**

Each Entrant agrees that a condition of receiving any of the prizes awarded in this Contest is the assignment and transfer to Sponsor of all rights, title and interest in and to his/her Entry (including, without limitation, all intellectual property and industrial rights now in force or that come into force in the future in any part of the world, whether or not registered or registerable) and all applications and rights to apply for the registration of such rights (including, without limitation, copyright, designs, inventions, patents, trade secrets, trade marks, trade dress and all other rights of a similar or corresponding character or nature) subsisting in his/her Entry, design and all documents, drawings, models and preparatory materials relating to his/her Entry.

As a condition to receiving any of the prizes awarded in the Contest, Entrant agrees to assign, and to the extent permitted by law hereby assigns, all IPR to Sponsor, including, but not limited to, assigning to the Sponsor the exclusive rights to:

(a) reproduce, in whole or in part, Entry as well as adaptations thereof, by any means whatsoever, on (i) any paper media (including, without limitation, wallpapers, posters, brochures, leaflets, letters), and (ii) on any known or unknown media, including without limitation graphic, magnetic, photochemical, digital, electronic, computer media, and, in particular, on hard disk, floppy disk, server, CD-ROM, CD-I, DVD, HD-DVD, Blu-Ray, magnetic tape, memory stick, slides, microfilms, by encoding, by recording, by provisory and/or permanent downloading on any electronic communication networks via access terminals, by storage and hosting on any servers.

(b) represent and communicate to the public, in whole or in part, Entry as well as adaptations thereof, by any means whatsoever, by mail, on the websites operated by the Sponsor and/or McDonald's, terrestrially, by satellite, television broadcasting, and by any means of electronic communication, cable. This right of communication and representation covers, in particular, the broadcasting of his/her entry and adaptations thereof on the Internet;

(c) adapt and display Entry in any modified form (in particular regarding the media, file formats, size and colors), in any abbreviated form, in any extended form and integrated in other works. This

right covers any form of graphic, visual and/or electronic adaptation and the right to create derivative works and to adapt and/or integrate Entry, in whole or in part, in a multimedia work.

This assignment vests the Sponsor with the right to use the above rights for the following purposes: Sponsor's internal use, illustration, presentation, animation, promotion, marketing, advertising, decoration and/or adaptation under any forms. The above rights are assigned worldwide and for the legal duration of protection of copyright in France.

As a condition to receiving any prizes under this Contest, Entrant will be required to complete an assignment document verifying the above conditions.

### **Article 8: General**

This Contest is void where prohibited. Sponsor and judges not responsible for late, lost, stolen, damaged, garbled, incomplete, misaddressed, or misdirected entries or communication, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction, unauthorized access to or alternation of entry materials, loss of otherwise. Further, Sponsor and judges not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's email account to receive email messages. Sponsor disclaims any liability for the non-availability of the Site for any reason, whether by reason of network-operator error, failed or corrupted transmission, unavailability of the system or otherwise, or damage to any computer system resulting from participation in, or accessing or downloading information in connection with, this Contest, and reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Contest should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event of any such cancellation, termination or suspension, a notice will be posted and the winner will be selected from among all eligible entries received prior to such time.

Sponsor reserves the right to disqualify any Entrant from this Contest or any other promotion conducted now or in the future by Sponsor or any of its affiliates if his or her fraud or misconduct affects the integrity of the Contest.

By entering this Contest, each Entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the judges and warrants that s/he is eligible to participate in this Contest. By accepting a prize, winner agrees to release and hold harmless Sponsor, its parent and affiliated companies, directors, employees, franchisees, subsidiaries, officers, and agents, including without limitation, its advertising and promotion agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities.

By entering this Contest, Entrants agree to release and hold harmless the Sponsor, its parent and affiliated companies, directors, employees, franchisees, subsidiaries, officers, and agents, including without limitation, its advertising and promotion agencies from any and all liability whatsoever for any injuries, losses, or damages of any kind arising from or in connection with, either directly or indirectly, 1) Sponsor's use of the graphics; 2) the awarding, acceptance, receipt, possession, use, and/or misuse of any prize awarded herein; or 3) participation in the Contest. By submitting an entry, Entrants consent to the use of their name, photograph and/or likeness, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, broadcast and Internet, in Sponsor's restaurants), for all legitimate business purposes including

advertising and promotional activities without additional compensation, unless prohibited by law.

Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the contest at any time. The Entrant further agrees that no claims, judgments, or awards shall exceed the amount of the Contest prize and under no circumstances shall include attorney's fees; nor shall any Entrant be permitted to obtain awards for punitive, incidental, consequential, or other similar damages or have any damage awards multiplied or increased for any reason.

In administering this competition, Sponsor may collect personal information from Entrants and, unless it has first obtained consent, Sponsor (i) will not collect more personal information than it needs for the purpose of administering and analysing this promotion, (ii) will only use the personal information for that purpose which may include transferring personal information to its parents and/or affiliated companies, partners and suppliers, and (iii) will not transfer personal information outside the European Economic Area unless it is permitted to do so under the Law n°2004-801 of August 6, 2004. Any enquiries about personal information should be submitted in writing and sent by pre-paid post to the competition address stated above marked "Data Protection Request". By entering this Contest, Entrant authorizes the collection of the required personal information.

Entrants may have access to and request modifications or deletions of private data collected by contacting :

McDonald's Paris-Europe  
Attention ERDDS - Contest  
1 rue Gustave Eiffel  
78045 GUYANCOURT Cedex

The submission of any entry to the Site or Sponsor amounts to acceptance of the rules as updated from time to time and to their interpretation under the law of France law and by the courts of France.

The Sponsor's decision in the interpretation of these Rules, or the exercise of any rights or discretions in connection with these Rules, shall be final and binding.

**Sponsor:**

McDonald's Development Company Paris-Europe, *having its registered offices in 1 rue Gustave Eiffel, 78045 GUYANCOURT Cedex, Company with limited liability with a capital of 7650 €uros, and registered with the Versailles (France) Registrar of Companies under n° 403 118 102.,*