

**OFFICIAL RULES**  
**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED**

1. **ELIGIBILITY:** The **Gold Card Survey Sweepstakes** (the "Sweepstakes") begins **October 1st, 2009 at 8:00 A.M. CT** and ends on **August 1st, 2010 at 3:00 P.M. CT** (the "Promotion Period") and is offered and open only to any McDonald's corporate or restaurant employees (including franchisee restaurant employees) who have been given the 2009-2010 McDonald's Gold Card. By participating in the Sweepstakes, each entrant fully and unconditionally agrees to comply with and abide by these Official Rules and the decisions of McDonald's USA, LLC –USHR Operations - Employment Strategy ("Sponsor") and Group II Communications (the "Sweepstakes Administrator") which shall be final and binding in all respects. This Sweepstakes is available only in the U.S.; void elsewhere and where prohibited by law. Entrants must be employed at the time of the applicable drawing in order to be eligible to receive a prize. Entrant must be an employee in good standing (as determined by McDonald's in its sole discretion) at the time the prize is awarded. Nether submission of an entry, selection in judging, nor any other aspect of participation in the Sweepstakes constitutes or may be deemed to constitute a guarantee of continued employment or employment for a specified term or to grant any rights respecting employment that participant does not have under the laws and legal regulations of the country in which participant is employed.

2. **HOW TO ENTER:** There are two ways to enter:

- (1) Participants who submit a Gold Card Survey during the Promotion Period are automatically entered into the Sweepstakes. The Gold Card Survey is available either through: a) page 54 of the McDonald's Gold Card Ad booklet or b) online at [www.mcdgoldcard.com](http://www.mcdgoldcard.com) ("Website"). Complete the survey on line or mail the survey to: **Group II Communications, Attn: Gold Card Incentive, 2000 York Road, Ste. 130, Oak Brook, Illinois 60523.**
- (2) Participants who successfully register their McDonald's Gold Card on the Website during the Promotion Period are automatically entered into the Sweepstakes.

There is a maximum of two entries into the Sweepstakes per person available during the Promotion Period.

3. **WINNER SELECTION:** Three (3) winners will be selected monthly from the pool of all eligible entrants who to date have submitted a survey and/or registered their McDonald's Gold Card up to the first day of the next proceeding month of the Promotion Period. The potential prize winners, once employment has been verified, will be notified on or about the 10<sup>th</sup> of each month by the Sweepstakes Administrator. If, despite reasonable efforts, a potential winner does not respond to Sponsor's notification of him/her being

selected, such person will be disqualified along with removal of possible second entry, and an alternate winner will be selected from among all remaining eligible entries received to date. Entrants whose names were not selected during any month's drawing will be eligible for the subsequent month's drawing. For those monthly winners whose names were selected, any possible second entries from those monthly winners will be removed from the remaining pool of eligible entries of the Promotion Period.

**4. PRIZE INFORMATION / ODDS OF WINNING:** Sweepstakes prizes for each monthly drawing are as follows:

<b>Monthly Drawing</b>	<b>Prizes / Approximate Retail Value</b>
Sept/Oct 2009	1) 32" Flat panel HDTV w/DVD - \$850 2) \$100 Foot Locker Gift Card - \$100 3) Sling Box from DISH - \$150
November 2009	1) Compaq laptop - \$1,000 2) Fee Free WU Money Transfers - \$25 3) \$50 1-800 Flowers Gift Card - \$50
December 2009	1) Sprint Blackberry Curve - \$250 2) \$50 Payoneer pre-paid Mastercard - \$50 3) All in One Printer from Dell - \$100
January 2010	1) \$50 Boss Phone Card - \$50 2) \$50 1-800 Flowers Gift Card - \$50 3) \$50 Payless Gift Card - \$50
February 2010	1) \$100 Foot Locker Gift Card - \$100 2) \$40 Cost Cutters Gift Card - \$40 3) AIO printer - \$100
March 2010	1) \$50 1-800-Flowers Gift Card - \$50 2) Sling Box from DISH - \$150 3) \$50 Payless Gift Card - \$50
April 2010	1) \$50 Payoneer pre-paid Mastercard - \$50 2) \$50 1-800-Flowers Gift Card - \$50 3) 2 pair RayBan sunglasses - \$170

May 2010	1) \$100 Foot Locker Gift Card - \$100 2) Gift Pack from Curves - \$50 3) Fee Free WU Money Transfers - \$25
June 2010	1) 2 pair of RayBan Sunglasses - \$170 2) AIO printer - \$100 3) \$40 Cost Cutters Gift Card - \$40
July 2010	1) 2 pair of RayBan Sunglasses - \$170 2) AIO printer - \$100 3) \$25 Boss Phone Card - \$25
August 2010	1) \$25 B&N.com Gift Card - \$25 2) \$50 Foot Locker Gift Card - \$50 3) \$25 Payless Gift Card - \$25

**5. PRIZE RESTRICTIONS/CONDITIONS:** No cash alternative or substitution of prizes or prize components will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s), or prize components of comparable value, if the prize or prize component becomes unavailable for any reason. Any federal, state or local taxes (and the reporting consequences thereof) are the responsibility of the winner. Prize transfers are not allowed, except with the express consent of the Sponsor (which may be withheld for any reason. Potential prize winners must complete a Prize Acknowledgement and Supplemental Perk Tracking Form, as well as other documents that may be required (collectively, the "Prize Claim Documents"). If a potential prize winner fails or refuses to sign and return all Prize Claim Documents within seven (7) days following receipt, such potential prize winner may be disqualified and an alternate prize winner may be selected. Limit one prize per household.

**6. GENERAL CONDITIONS:** Each participant agrees that Sponsor, its parent company, subsidiaries, affiliates and franchisees, the Sweepstakes Administrator, and all of their respective directors, officers, employees, representatives and agents (collectively, the "Promotion Entities") (A) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or any Sweepstakes related activity, or from such participants' acceptance, receipt, possession and/or use or misuse of any prize or participation in any prize-related activity, and (B) have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor and Sweepstakes Administrator are not responsible for entries that are incomplete, illegible, misdirected, late, lost, damaged, stolen; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of

information, or the failure to capture any information.

- 7. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules or the rights and obligations of the participant or 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.
- 8. LANGUAGE DISCREPANCY:** In the event there is a discrepancy or inconsistency between the English language version and any other language version of these Official Rules or 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.
- 9. DISQUALIFICATION/FORCE MAJEURE:** It is the entrant's responsibility to ensure that he/she has complied with the conditions contained in these Official Rules. 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. 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, 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 technically impaired or corrupted or that fraud or technical problems, failures or malfunctions have destroyed or severely undermined the integrity and/or feasibility of the Sweepstakes. In the event Sponsor is prevented from continuing with the Sweepstakes as contemplated herein by any event beyond its control, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, Sponsor shall have the right to modify, extend, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will select winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination.
- 10. SPONSOR:** McDonald's USA, LLC –USHR Operations – Employment Strategy, 2111 McDonald's Drive, Oak Brook, IL 60523