



@McDPhilly #MightyWings Sweepstakes Rules
Call 215.790.4375 for questions regarding this information.

1. **ELIGIBILITY:** McDonald's @McDPhilly #MightyWings sweepstakes (the "Sweepstakes"), brought to you by McDonald's of the Greater Philadelphia Region (the "Sponsor"), and is governed by these Official Rules. To enter, you ("you" or "Participant") must be 18 years of age or older, a resident of the Greater Philadelphia Region (Southeastern PA, Southern NJ & Northern DE), and a follower of @McDPhilly on Twitter at the start of the Giveaway Entry Period. All entries become the exclusive property of Sponsor. Void where prohibited. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate. One entry per person and per household address per month.
2. **THE GIVEAWAY ENTRY PERIOD:** The Giveaway begins at 10 a.m. EST on Thursday, October 10, 2013 and concludes on Thursday, October 24, 2013. ("Giveaway Entry Period").
3. **TO ENTER:** Throughout the Giveaway Entry Period, eligible participants may enter to win an Ultimate Mighty Wings Football prize pack by answering the question posted by @McDPhilly. One winner will be drawn at random from eligible participants. Winners must provide mailing address within 7 days of being contacted.
4. **ENTRY REQUIREMENTS.** By submitting an Entry in the Giveaway, you hereby warrant and represent that your entry conforms to the requirements set forth herein. Entries must be in English.

Entries must meet the following requirements: Entry cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity; Entry cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; Entry cannot be obscene or offensive, endorse any form of hate or hate group; Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies; Entry cannot contain trademarks, logos or trade dress owned by others or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media or musical "samples") without permission; Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than entrant, without permission; Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and Entry cannot depict, and cannot itself, be in violation of any law.

BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE OR RETWEETED ON SPONSOR'S TWITTER HANDLE, IN SPONSOR'S DISCRETION. Sponsor reserves the right to, and may or may not, monitor/screen entries prior to posting them to the Website. By entering, you acknowledge that Sponsor has no obligation to use or post any Entry you submit. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

5. **PRIZE DETAILS:** One grand prize: A Mighty Wings prize pack (A pair of local NFL tickets, Mighty Wings t-



shirts, hats, rally towels and eye-black). Winners must submit contact information and mailing address via Direct Message within 7 days of being contacted to receive prize as specified by Sponsor and on dates designated by Sponsor, or prize will be forfeited. Prize cannot be assigned, transferred, or substituted except by Sponsor who may, at its sole discretion, substitute any prize with one of comparable value if the advertised prize becomes unavailable for any reason. Odds of winning depend on number of eligible entries received.

6. **CONDITIONS OF PARTICIPATION:** Participants agree (a) to these Official Rules and the decisions of Sponsor which are final and binding, (b) that Sponsor, its parent, subsidiary and affiliated companies, advertising and promotion agencies, and all of their officers, directors, employees, representatives and agents will have no liability whatsoever for, are released and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Giveaway or Giveaway-related activities and (c) except where legally prohibited, winner grants (and agree to confirm that grant in writing) permission to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image and biographical information and statements and the Entry for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval.

7. **GENERAL PROVISIONS:** Neither Sponsor nor its agencies are responsible for not receiving entries, no matter what the reason even if known in advance, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or the failure to capture any such information. Persons who tamper with any aspect of the Giveaway, as solely determined by the Sponsor, or who attempt to participate with multiple email addresses or under multiple identities will be disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such entries and disqualify any entrant using such methods. Should any portion of the Giveaway be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Giveaway. In case of dispute, the authorized subscriber of the email account used to enter the Giveaway at the actual time of entry will be deemed to be the participant, and must comply with these Official Rules.

8. **ARBITRATION:** By participating in this Giveaway, each Participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) Participant may have against the Sponsor or its affiliates arising out of, relating to, or connected in any way with the Game, the awarding or redemption of prizes, or the determination of the scope 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 U.S.C. §§ 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 Giveaway; (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; OR BY EMAIL AT websitemail@adr.org.

9. SPONSOR: McDonald's of the Greater Philadelphia Region c/o Tierney 10th Floor, 200 South Broad St., Philadelphia, PA 19102. Do not send correspondence to this address.