

Terms & Conditions - "#CaptionCrazy"

Hardcastle Restaurants Private Limited ("HRPL") is conducting a promotion called "Caption Crazy" ("the promotion"). The promotion is specially designed to enhance the fun experience of all individuals who answer all the questions that are uploaded by HRPL for the promotion on the websites operated by Facebook and Twitter.

The promotion is as under:-

1. To participate in the promotion, individuals ("participants") have to be Indian nationals residing in West and/or South India, and participate in the promotion by answering all the questions uploaded by HRPL on the websites operated by Facebook and Twitter.
2. The specific steps that participants must carry out are as follows :
 - a) Follow @McDonaldsIndia on Twitter: twitter.com/mcdonaldsindia and like on Facebook: www.facebook.com/McDonaldsIndia. **Tag us in all posts.**
 - b) Go to www.mygoodnews.in and share one of the 40 Good News videos on Facebook or Twitter with a funny caption and the hashtag **#CaptionCrazy #GoodNews**
 - c) Tag **four friends** to participate with you.
 - d) The @McDonaldsIndia handle or page tag are mandatory to be present in the Tweet or Facebook post for us to track your entry in the contest.
 - e) Share as many videos as you can from www.mygoodnews.in
3. No purchase of food product/s is necessary for participating in the promotion.
4. The participants are required to use skill, inventiveness, tact and wit while posting answers and/or picture as aforesaid.
5. While posting and communicating as aforesaid, participants shall observe norms of decency and avoid making or putting up any photographs, posts, comments or communications that are unlawful, abusive, obscene, offensive, inflammatory, defamatory, insensitive, derogatory and / or hurtful to any member/s of the public. HRPL reserves the right and is authorized to remove without notice all such photographs, posts, comments or communications.
6. This promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Twitter. Participants understand that they are providing their photographs, posts, comments or communications to HRPL and not to Facebook or Twitter.
7. The participants irrevocably authorize HRPL to communicate with the participants by any communication means, including instant messaging, email, text messages, social media, telephone and so on, in relation to the promotion and even otherwise, generally in relation to the products and services of HRPL.
8. The participants irrevocably authorize HRPL to use, communicate, reproduce and quote / mention in any manner, their names along with the posts, photographs and any other communications provided by them.
9. All copyright and other intellectual property rights in, or in any manner relating, to the communications and posts made by and/or photographs uploaded or posted by the participants as aforesaid shall stand automatically assigned to and vested in HRPL and its affiliates, who shall be at liberty to use and exploit the same for any

commercial purposes including by way of use as promotional material, without payment of any consideration whatsoever.

10. HRPL, in its sole discretion, shall judge the answers and/or picture so provided/posted by participants on Facebook and Twitter for skill, inventiveness, tact and wit, and select up to 10 (ten) winners from the participants based solely on such judgment, it being clarified that there will not be any lucky draw or any element of chance in making such judgement.
11. HRPL may also send a communication to the selected participants (winners) using one or more means of communications mentioned in clause 7 hereinabove. HRPL shall provide one voucher worth INR 500 to ten winners so selected by HRPL.
12. Winners so selected by HRPL shall be required to provide his/her physical addresses to HRPL on HRPL's request, which shall thereafter despatch via courier, meal voucher worth Rs. 500/- (Rupees Five Hundred) to him/her. Such addresses once provided to HRPL, cannot be changed, and the gift vouchers shall be sent only to such addresses.
13. The gift vouchers can be redeemed at any McDonald's restaurants in West and South India, in accordance with the terms and conditions mentioned on the reverse of the gift vouchers.
14. The promotion shall be open for participation from 30th of September to 2nd of October, 2016.
15. HRPL and its franchisees, affiliates, associates and agents take no responsibility nor provide any guarantees for timely delivery of the gift vouchers and are further not responsible if gift voucher is received by another person (unintended recipient) or is delayed, lost, misplaced or damaged. In each such event, the winners shall keep HRPL and its franchisees, affiliates, associates and agents fully and effectively indemnified against any claims.
16. Photocopies and/or torn, forgeries or other counterfeit, gift vouchers will not be acceptable, and employees of HRPL and its affiliates shall be entitled to confiscate the same on the spot if they are shown the same.
17. All McDonald's food and beverage products are available for sale at the regular current menu prices, without having to participate in the promotion. For menu prices, please refer to the restaurant menu board.
18. The gift vouchers shall not be exchanged for cash, and shall be subject to the terms and conditions printed thereon.
19. All winners irrevocably and unconditionally waive any and all claims against HRPL, its franchisees, agents, associates, and affiliates.
20. All instructions, rules and conditions on any advertising or promotional materials relating to the promotion form part of these provisions, provided that in the event of any conflict or inconsistency, the provisions as contained herein shall prevail over all such other instructions, rules and conditions.
21. The promotion is not valid in conjunction with any other Offer/Scheme/Promotion.
22. HRPL reserves the right to change / modify / terminate the promotion at its discretion and without prior notice and without assigning any reasons for the same.
23. In case of any dispute or difference in respect of the promotion, the decision of HRPL shall be final and binding on all concerned. No claims or correspondence will be entertained in this regard.
24. The promotion is subject to force majeure conditions including but not limited to acts of God, strikes, war, riots, change of law and the imposition of statutory prohibitions/ restrictions.
25. Participation in the promotion implies acceptance of all the terms and conditions of the promotion mentioned herein.

26. The promotion is subject to the jurisdiction of competent court/s at Mumbai alone.