

**Burger Showdown**  
**OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Burger Showdown (the "Contest") is open only to residents of Texas who are at least eighteen (18) years old at the time of entry. Employees of Moroch, McDonald's USA, LLC ("McDonald's"), Central Texas Operators Advertising Coop, McDonald's Owner Operators of Beaumont, McDonald's Owner Operators of Bryan College Station, McDonald's Owners Association of Greater Houston ("Sponsor"), Greater San Antonio McDonald's Owners Association, Heart of Texas Coop, North Texas Advertising Association, HelloWorld, Inc. ("Administrator"), and any of their parent, subsidiaries, and affiliate companies, franchisees, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void outside Texas and where prohibited.

**2. Sponsor:** McDonald's Owners Association of Greater Houston, 402 Main St #5, Houston, TX 77002.  
**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Agreement to Official Rules:** Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein.

**4. Timing:** The Contest begins on February 29, 2016 at 12:00 a.m. Eastern Time ("ET") and ends on April 22, 2016 at 11:59 p.m. ET (the "Contest Period"). The Contest consists of three (3) phases as outlined in the chart below.

Phase	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)
Entry	February 29, 2016	March 27, 2016
Voting	April 2, 2016	April 15, 2016
Judging	April 18, 2016	April 22, 2016

Sponsor's computer is the official time-keeping device for the Contest.

**5. How to Enter:** During the Contest Entry Phase, visit [www.mcdburgershowdown.com](http://www.mcdburgershowdown.com) (the "Website") and follow the directions to submit one (1) burger recipe including up to ten (10) toppings from the list of those provided and a name for your burger (your "Recipe"). Once you have made your selections, follow the links and instructions to complete and submit the registration form, including a valid email address. By providing your Recipe, you agree that it conforms to the Content Restrictions and that Sponsor/McDonald's may disqualify you from the Contest if it believes that your Recipe fails to conform to the Content Restrictions or, in the Sponsor's/McDonald's opinion, you or the Recipe violates any of these Official Rules or if the Recipe is otherwise inappropriate for inclusion. See conditions below for details.

**Content Restrictions:**

- The Recipe must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights (including, but not limited to, any copyrights or trademarks);
- The Recipe must not disparage, reflect poorly upon or otherwise adversely affect the goodwill and business reputation of McDonald's, its products, or any of its franchisees, Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- The Recipe name must not contain text that is lewd, inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Recipe must not create or imply any association between Sponsor and any individual, entity, or anyone else or his, her or its products or services;

- The Recipe must not identify, reference, or depict any company other than Sponsor and McDonald's, or any other company's brands, products, services or contain any commercial or corporate advertising;
- The Recipe must not have been used in any other promotion;
- The Recipe name must not contain text that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Recipe name must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Recipe is created.

**Sponsor's Grant of Rights:** Sponsor grants entrants the limited, non-transferable and revocable right to use McDonald's trademarks (including the McDonald's logo) as contained on McDonald's product packaging solely for purposes of participation in the Contest as described in these Official Rules provided that the McDonald's trademarks are not altered, edited or modified in any way by entrant and all trademark ownership notices are retained in their original form. Such grant of rights will automatically terminate at the end of the Contest Period. Any continued use of the McDonald's trademarks after such time shall constitute an actionable violation of Sponsor's rights in same.

**Limit:** Each entrant may submit (1) Recipe during the Contest Entry Phase. Recipes received from any person or email address in excess of the stated limit will be void. Recipes generated by script, macro or other automated means are void. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Recipes, all of which will be void. In the event of a dispute regarding any Recipe, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**Entrant's Grant of Rights:** All Recipes become the property of McDonald's and entrant shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Recipe and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Recipe for any and all purposes including sale or exploitation of any products based on or derived from the Recipe, on a worldwide basis, in perpetuity. Sponsor reserves the right to use or not use the Recipe and to change the Recipe in any way, including the Recipe name. Entrant waives any "Moral Right of Authors" (Droit Moral) in the Recipe and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Released Parties (defined below) or any other person in connection with this Contest, on the grounds that any use of any Recipe, or any derivative works, infringe or violate any of entrant's rights therein. Each entrant will further indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

Each entrant hereby acknowledges and agrees that the relationship between the entrant and any of the Released Parties is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to submit his/her Recipe for purposes of the Contest does not place any of the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Recipe, other than as set forth in these Official Rules. Each entrant understands and acknowledges that Sponsor has wide access to ideas and other materials. Each entrant also acknowledges that many ideas may be competitive with, similar to, or identical to his/her Recipe and/or each other in idea, ingredients, format, or other respects. If more than one (1) entrant submits the exact same Recipe idea (including Recipe name), the person that submitted it first, timestamp verified by Administrator, will be deemed the entrant and all other Recipe submissions will be disqualified. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of Sponsor's use of any such similar or identical material that has or may come to Sponsor from other sources. Each entrant acknowledges and agrees that Sponsor does not now and will not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the entrant's copyright in and to his/her Recipe. Each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of Sponsor's actual or alleged exploitation or use of any Recipe or other

material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief or in any way enjoin the production, distribution, exhibition, or other exploitation of any Sponsor property or production, and entrant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law.

**6. Winner Determination:** The winner will be determined according to the process set forth below:

**a. Voting Phase:** During the Voting Phase, approved Recipes will be posted at the Website in a gallery for public voting. Persons who meet the eligibility criteria as set forth in Section 1 will be invited to vote for the Recipe they believe will taste the best. Each voter must follow the links and instructions to complete and submit the registration form, including a valid email address. Then, follow the directions to vote for the Recipe they believe will taste the best. Limit: Each person may vote one (1) time per day during the Voting Phase. Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any entrant or voter to obtain more than the stated number of votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the entrant's Recipe and entrant may be disqualified as determined by Sponsor in its sole discretion. The top five (5) Recipes (the "Finalists") that receive the highest number of valid votes during the Voting Phase will then be judged, as outlined below in Section 6.b. Sponsor reserves the right to select fewer than five (5) Finalists should there be an insufficient number of eligible Recipes.

**b. Judging Phase:** During the Judging Phase, a panel of qualified judges, determined by Sponsor in its sole discretion, will select one (1) Finalist with the highest-scoring Recipe ("Grand Prize Winner") based on the following Judging Criteria:

- Taste (45%); and
- Creativity (40%); and
- Operations Feasibility (15%).

Subject to the entrants' compliance with these Official Rules, the entrant whose Recipe receives highest score will be deemed the potential Grand Prize Winner. In the event of a tie, the entrant whose Submission received the highest score for "Taste," as determined by the qualified judges in their sole discretion, will be deemed the potential Grand Prize Winner from amongst the tied entrants. Sponsor will not disclose judging scores.

**7. Winner Requirements:** The potential winner will be notified by email on or around April 29, 2016. The potential Grand Prize Winner will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential Grand Prize Winner cannot be contacted, fails to sign and return the Declaration or provide any requested information within the requested time period, or does not comply with these Official Rules, potential Grand Prize Winner forfeits the prize. If the potential Grand Prize Winner is disqualified for any reason, the prize may be awarded to a runner-up determined by Sponsor's sole discretion. Up to three (3) alternate winners may be determined, after which the prize will remain un-awarded.

**8. Prize:** ONE (1) GRAND PRIZE: The Grand Prize winner will receive a \$5,000 check. Approximate retail value: \$5,000.

**9. Release:** By participating in this Contest, entrants agree to release and hold harmless the Sponsor, McDonald's, Central Texas Operators Advertising Coop, McDonald's Owner Operators of Beaumont, McDonald's Owner Operators of Bryan College Station, McDonald's Owners Association of Greater Houston, Greater San Antonio McDonald's Owners Association, Heart of Texas Coop, North Texas Advertising Association, Administrator and their respective parent, subsidiaries, affiliates, franchisees, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the

"Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Recipes received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Recipes. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

**12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**13. Entrant's Personal Information:** Information collected from entrant is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy>.

**14. Winner List:** For a winner list, visit <http://bit.ly/1MghGwZ>. The winner list will be posted after winner confirmation is complete.