

## McDonald's

### **McDonald's Black & Positively Golden Change Leaders Casting Call Terms & Conditions ("Terms")**

**\* \* \* \* This is not a contest and there is no prize. \* \* \* \***

#### **Overview**

McDonald's Black & Positively Golden Change Leaders program ("**Program**") is a program empowering the next group of leaders in their pursuit of making real changes. This Program is an opportunity for the next group of leaders to impart their message on a national scale through McDonald's social channels. We're looking for ten (10) change leaders who are artists, financial gurus, environmentalists or activists to embrace their passion by feeding and fostering their communities; change leaders who put love out into the world simply by living their truth, creating a better future and a brighter world. Participants in this Program may be showcased on TV and online (in McDonald's sole discretion).

Filming for this Program is scheduled to begin in 2022 and McDonald's is now accepting applications for potential change leaders to participate ("**B&PG Change Leaders Casting Call**"). These Terms govern participation in the **B&PG Change Leaders Casting Call**. Any person who participates in the **B&PG Change Leaders Casting Call** is referred to in these Terms as an "**Applicant**."

The **B&PG Change Leaders Casting Call** begins on August 17, 2022 at 12:00:00 a.m. Central Time ("**CT**") and ends on October 9, 2022 at 11:59:59 p.m. CT ("**Submission Period**"). Eligible Applicants (see Eligibility section below) may apply for the **B&PG Change Leaders Casting Call** by submitting an Application (defined below) through the **B&PG Change Leaders Casting Call** website, [www.McDchangeleaders.com](http://www.McDchangeleaders.com) ("**Casting Site**"), during the Submission Period and in accordance with the requirements set out in these Terms and on the Casting Site.

Participation in this **B&PG Change Leaders Casting Call** provides only an opportunity for Applicants to be considered for possible participation in the Program. Participation in this **B&PG Change Leaders Casting Call** is not a guarantee that any Applicant will be selected to participate in the Program, nor is it a guarantee that the Program will ultimately be produced. Each Applicant understands and agrees that McDonald's and its representatives have the right – in their sole and absolute discretion – to select or reject any Applicant it chooses for further consideration for participation in the Program to select no Applicants as a result of this **B&PG Change Leaders Casting Call**, or to elect to delay or discontinue production of the Program entirely. If you are selected to discuss

participation in the Program, McDonald's or its agent will contact you with further instructions.

By submitting an Application or otherwise participating in this **B&PG Change Leaders** Casting Call in any way, each Applicant fully and unconditionally agrees to these Terms and to McDonald's Privacy Policy, available at [www.mcdonalds.com/privacy](http://www.mcdonalds.com/privacy), which will govern personal information collected through the Casting Site. As more fully detailed below, you agree that all disputes associated with the **B&PG Change Leaders** Casting Call will be decided by binding arbitration.

### **Eligibility**

The **B&PG Change Leaders** Casting Call is open to residents of any one of the fifty (50) United States or the District of Columbia ("**Territory**") who are between eighteen (18) and thirty (30) years old and are at least the age of majority in their state/territory of residence.

### **How to Apply**

If you meet the eligibility criteria, you can apply during the Submission Period by:

(1) Creating a video ("**Video**") of yourself that is 120 seconds or less in duration and in which you address each of the following prompts in the English language:

1. What's your name?
2. What city are you from?
3. How are you creating change in your community or field?
4. How has McDonald's made a positive impact on your life?

(2) Completing and submitting an application form, including uploading your Video, (collectively, your "**Application**") by following the instructions set out on the Casting Site.

For you to be considered, your completed Application must comply with all requirements of these Terms (including the Submission Requirements set out below) and any additional instructions/requirements set out on the Casting Site. Please submit only one (1) Application.

### **Submission Requirements**

- Your Video and any other content that you submit as part of or in connection with your Application ("**Applicant Content**") must be entirely your own original creation, you must own all right, title, and interest in and to that Applicant Content, and your

Applicant Content must not misappropriate, violate, or infringe upon the rights of any third party (including copyright or trademark rights) – provided that, if in your Applicant Content, you elect to reference or display work previously completed for a third party as part of your portfolio, you represent and warrant that you have all necessary rights and permissions to reference or display the prior work and/or the name of the party for which you completed that work in your Application and to submit that Applicant Content to us for consideration in this Casting Call.

- We encourage you to create your Video as a selfie to ensure that you are the rights holder in the Video itself.
  - We encourage you to avoid including any recognizable third-party products or trademarks (including logos) in your video. To the extent that any recognizable third-party products or trademarks are incidentally included in your Video, they should be captured tangentially and not the focus of the Video.
  - Do not directly reference or include any branding from a McDonald's competitor in your Video. ○ Except where you are referencing example work from your portfolio, your Applicant Content must not have been previously published
- If any person other than you is seen, heard, or identified in your Video or other Applicant Content, you represent that either (a) that person is a legal adult in his/her place of residence and you have his/her permission to include him or her in the Applicant Content and to grant the rights granted in your Applicant Content as set forth under these Terms – and you agree to promptly provide us with written proof of such permission upon our request; or (b) that person is your own minor child or ward and you are legally capable of granting permission on his or her behalf and grant that permission by submitting your Application.
  - Applicant Content should not be sexually explicit/obscene, violent, hateful, or derogatory of any ethnic, racial, gender, age, or religious group, or of any sexual orientation, national affiliation, disability. Profanity, if used, should be minimized.
  - Applicant Content should be suitable for presentation in a public forum. We may want to include clips from your Video (or other Applicant Content) in the Program, so please do not include any content or communicate any messages that reflect poorly on yourself or on us.

If your Applicant Content doesn't comply with these Terms (including the above Submission Requirements), we may not consider you for participation in the Program.

***By submitting an Application, you represent and warrant that your Applicant Content and any re-use by us of your Applicant Content permitted under these Terms does not violate any agreement to which you are a party, violate any applicable law, rule, or regulation, or misappropriate, violate, or infringe upon the rights of any third party (including, without limitation, intellectual property or privacy rights). To the fullest extent permitted by applicable law, you agree to indemnify the Licensees (defined below) against any and all claims from any third party for any use or reuse of your Applicant Content permitted under these Terms.***  
**License & Publicity Waiver**

For purposes of these Terms, the “**Licensees**” are McDonald’s USA, LLC (“**McDonald’s**”), The Marketing Store Worldwide LP, Burrell Communications, LLC, any other party participating in the development, administration, execution or creation of the Casting Call or Program and each of their respective parents, subsidiaries affiliates, employees, officers, directors, members, assigns, sublicensees, representatives and agents.

By submitting an Application and in exchange for the possibility of being considered to participate in the Program, you grant to the Licensees the irrevocable, sublicensable, absolute and perpetual right and permission to use, edit, modify, copy, adapt, publish, and exploit your Video and other Applicant Content in any and all media (now existing or hereafter devised) throughout the world, in any language, and in any manner for trade, advertising, promotional, commercial, or any other purposes, without further review, notice, approval, consideration, or compensation beyond the opportunity to be potentially considered for participation in the Program. **Without limitation, this grant includes the right for McDonald’s to include some or all of your Video in the Program and advertising/promotion for the Program – even if you are not ultimately selected to participate in the Program as a change leader.** Each Applicant waives and releases the Licensees from any and all claims that Applicant may now or hereafter have in any jurisdiction based on “moral rights” or “droit moral” or unfair competition with respect to the Licensees’ exploitation of any Applicant Content without further notification or compensation to you of any kind, and agrees not to instigate, support, maintain, or authorize any action, claim, or lawsuit against the Licensees, each of their sublicensees, or any other person in connection with this Casting Call, on the grounds that any use of any Applicant Content or derivative works therefrom in accordance with this license infringes or violates any of Applicant’s rights (including MORAL RIGHTS). By participating in the **B&PG Change Leaders** Casting Call, you grant Licensees the right, but not the obligation, to the use of your name, voice and likeness in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the world for advertising, commercial and promotional purposes in connection with the **B&PG Change Leaders** Casting Call and other programs without further compensation (except where prohibited by law), and releases the Licensees from any liability with respect thereto.

Each Applicant hereby acknowledges and agrees that the relationship between the Applicant and each of the Licensees is not a confidential, fiduciary, or other special relationship, and that the Applicant's decision to submit his/her Application for purposes of the Casting Call does not place any of the Licensees in a position that is any different from the position held by members of the general public with regard to the Application, other than as set forth in these Terms. Each Applicant acknowledges and agrees that no Licensees has now or will have in the future any duty or liability (direct or indirect; vicarious, contributory, or otherwise) with respect to the infringement or protection of the Applicant's copyright in and to his/her Applicant Content. Each Applicant acknowledges that, with respect to any claim by Applicant relating to or arising out of a Licensee's actual or alleged exploitation or use of any Applicant Content, the damage, if any, thereby caused to the applicable Applicant will not be irreparable or otherwise sufficient to entitle such Applicant (or any person claiming by or through him or her) to seek injunctive or other equitable relief and Applicant's rights and remedies in any such event are strictly limited to the right to recover damages, if any, in an action at law (provided that nothing in these Terms will restrain a California Applicant's right under applicable law – if any – to seek public injunctive relief in accordance with the dispute resolution procedures set forth below).

### **General Release and Conditions of Participation**

Applicants assume all risk of loss, damage, destruction, delay and misdirection of any Applicant documents. Licensees are not responsible for:

- (a) Applications that are incomplete, misdirected, late, lost, garbled, unintelligible, damaged or stolen whether caused by Applicants, wireless carriers, Internet Service Providers (“ISP”) or unauthorized human intervention;
- (b) any damage to an Applicant's or other person's computer system or digital device which is caused or occasioned by participating in **B&PG Change Leaders** Casting Call or Program;
- (c) technical difficulties or failures of any kind including, but not limited to, lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet, digital device or wireless carriers, websites or other connection, availability or accessibility problems arising in connection with or over the course of the **B&PG Change Leaders** Casting Call or Program;
- (d) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted, lost, non-delivered or misdirected computer, telephone, digital device, email, mobile or cable transmissions or hardware, software, program or programming malfunctions, failures or difficulties of any kind including, but not limited to: malfunctions,

interruptions or disconnections in transmissions or connections, phone lines, network hardware or software, computers, equipment, programming errors, cable, satellite, cellular tower, or ISP or wireless carriers;

- (e) any technical malfunctions, failures or difficulties, printing errors, clerical, typographical or other errors in these Terms, any **B&PG Change Leaders** Casting Call or Program advertisement or other materials or any Applicant documents;
- (f) any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital, mobile or technical in nature, or unauthorized human intervention;
- (g) any incorrect or inaccurate information, whether caused by tampering or hacking, or by any equipment or programming associated with, or utilized in the **B&PG Change Leaders** Casting Call or Program, including, without limitation, Applications that are submitted by automated computer programs or other illegitimate means; or
- (h) the incorrect or inaccurate capture of information or the failure to capture or loss of any information.

By participating in the **B&PG Change Leaders** Casting Call or Program and to the fullest extent permitted by applicable law, each Applicant hereby releases and agrees to indemnify and hold the Licensees harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, property damage, death and bodily injury (whether due to negligence or otherwise), due in whole or in part, directly or indirectly, to participation in the **B&PG Change Leaders** Casting Call or Program.

### **Invalidity**

The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Terms solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Terms or any provision hereof. These Terms cannot be modified or amended in any way except in writing by a duly authorized representative of McDonald's. McDonald's restaurant employees or franchisees are not authorized to modify or amend these Terms.

### **Governing Law**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations as between Applicant and the

Licensees in connection with the **B&PG Change Leaders** Casting Call shall be governed by and construed in accordance with the internal laws of the State of Illinois including procedural provisions 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 or jurisdiction's laws.

### **Arbitration**

By participating in this **B&PG Change Leaders** Casting Call, each Applicant agrees that:

- (1) any claim, dispute or controversy (whether in contract, tort or otherwise) Applicant may have against any of the Licensees arising out of, relating to or connected in any way with the **B&PG Change Leaders** Casting Call, 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 JAMS and conducted before a sole arbitrator pursuant to JAMS's Comprehensive Arbitration Rules and Procedures ("**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 JAMS pursuant to the Rules and Procedures (provided such location is reasonably convenient for Applicant), or at such other location as may be mutually agreed to by the Applicant and McDonald's;
- (4) the arbitrator's decision shall be controlled by the terms and conditions of these Terms and any of the other agreements referenced herein that the Applicant may have entered into in connection with the **B&PG Change Leaders** Casting Call;
- (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 as Applicant and McDonald's hereby waive the right to assert claims in any class or representative action; arbitration can thus decide only the Applicant's and/or McDonald's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated;
- (7) in the event that the administrative fees, arbitrator fees and filing fees associated with the arbitration exceed \$250, McDonald's agrees to pay any such administrative, arbitrator and filing fees exceeding \$250 on the Applicant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the Applicant is able to

demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, McDonald's will pay as much of the Applicant's fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and

(8) 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 JAMS, 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 McDonald's nor Applicant shall be entitled to arbitrate their dispute. Finally, this arbitration provision is reciprocally binding on all parties, such that both Applicant and McDonald's are required to arbitrate their claims against one another. For more information on JAMS and/or JAMS Rules and Procedures, Applicants may visit the [JAMS Website](#).