

Terms and Conditions for Company Online Services Azerbaijan
IMPORTANT: PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS AND CONDITIONS (“TERMS”). THEY CONTAIN LIMITATIONS ON Company LIABILITY AND OTHER PROVISIONS THAT AFFECT YOUR LEGAL RIGHTS.

By installing, accessing or using any websites, mobile apps, email newsletters and subscriptions, and other digital properties on which these terms are posted or referenced (together, “online services”), you are entering into a binding agreement with McDonald’s Azerbaijan LLC (“Company”, “we” or “us”). In the Republic of Azerbaijan, it controls and operates from its headquarters at Nizami 43, Baku, Azerbaijan.

Our Privacy Statement describes how we collect, use and share information.

The online services are not intended to be used by, or targeted to, anyone under the age of 14. You must be at least 14 years old to use the online services . If you are at least 14 but not yet 18 years old, then you must review these terms with your parent or guardian and they must understand and agree to these terms in order for you to use the online services.

If you or your parent or guardian do not agree to these terms, then you must immediately stop using the online services and request that Company close any online services account that you have created. You can request account deletion by sending an email to mobileapp@mcdonalds.az, please include the email address of the account that you want deleted.

1. About the online services.

Availability of products and services. Company products and services are available in many parts of the world. However, the online services may describe products and services that are not available worldwide.

Obey the rules of the road. Whenever you use the online services, you must obey the rules of the road and all applicable rules and regulations. **YOU MUST NOT USE THE ONLINE SERVICES WHILST DRIVING OR WHILST BEHIND THE WHEEL OR CONTROLS OF A VEHICLE THAT IS MOVING OR NOT IN “PARK”.** In the interest of safety at all times, you should only use the online services when it is lawful and safe to do so.

You are responsible for your devices and accounts. You are responsible for any devices, software and services needed to use the online services. Company does not guarantee that the online services will fully function on any particular device or with any particular software. You are also responsible for any messaging and data charges, fees and taxes for your use of the online services, including when we communicate with you by text, email or other means that you choose. You may only use the online services with devices that you own or control and using only the authorized operating system (e.g., Apple iPhone OS for Apple devices). If you create an online services account, you are responsible for keeping the account secure and for all activity under the account. You can only use one online services account and must keep your account information accurate at all times.

Company right to update or terminate the online services. You understand and consent that (with or without notice) Company may update, modify or terminate the online services (or your access to them) from time to time, including by pushing updates to (or removing functionality or access from) any Company mobile app that you have installed on your device.

Updates to these terms. Company may also update these terms at any time and at its sole discretion. If Company makes material changes to the terms, we will notify you by any reasonable means such as by posting the new terms in the online service. If you do not agree to the changed terms, then you must immediately stop using the online services and request that Company close any online services account that you have created.

How to contact us. If you have any questions or comments regarding the online services, please see the Contact Us section in the online services or you can always visit www.mcdonalds.az

2. Our information practices and communications with you.

Company Privacy Statement. These terms incorporate Company Privacy Statement as part of the terms. Our Privacy Statement describes our information practices, including how we collect, use and share information.

How we communicate with you. Through the online services, you may opt in to receive emails, text messages to the mobile number you provide to us or push notifications from Company. When you opt in to any of these types of communications, you understand and consent that that you will receive marketing, transactional and other messages from Company. Company may use the information you have provided to us to communicate with you in accordance with Company Privacy Statement.

Opting out of communications generally. You have a choice in how we communicate with you. You can generally find your communication preferences with instructions on how to opt out in the profile section of the online service that you use. You may also have the ability to change your communication preferences using your device settings. In addition, our communications themselves may include the opportunity to opt out. You understand and agree that you may need to separately manage your communication preferences for each communication method. For example, if you opt out of receiving marketing emails, you may still receive marketing text messages if you've opted in to receiving them. Whilst we do our best to offer convenient methods for you to manage your communications preferences, you may need to separately adjust your preferences for each online service. Please note that for some account-related and transactional communications, the only way to stop receiving these communications may be to close your online services account.

3. Offers / Loyalty Program “MyMcDonald’s Rewards”.

Offers

You have the possibility of receiving offers through the online services. The following general terms apply to the offers: (1) the offer may only be available through that particular online service and for the product shown and subject to availability, in participating restaurants only, and until the expiration date; (2) serving times apply (e.g., certain non-breakfast offers may not be available at breakfast serving times); (3) unless otherwise stated each offer expires on redemption; (4) offers are not transferable; and (5) there is no cash alternative; (6) Offers are only redeemable instore at the counter, kiosk or drive thru and are not available when using a delivery service. In addition, there may be specific terms that apply to the offer which are stated on the app next to the offer.

How to redeem an offer

You redeem an offer when you place your order at the counter or kiosk by scanning the offer QR code or at a Drive Thru by reading out the alphanumeric code to the crew member taking your order.

Loyalty Program

Generally. These terms generally describe the MyMcDonald’s Rewards program, and the Program Details contains more specific details and the latest updates to MyMcDonald’s Rewards. The Program Details can change from time to time. So be sure to read the Program Details for the latest details and news on MyMcDonald’s Rewards because we are constantly improving Rewards and offering exciting new promotions.

Eligibility and enrollment. In order to enroll in MyMcDonald’s Rewards program, you must register an account to use the online services. Customers who registered an account to use the online services prior to the launch of MyMcDonald’s Rewards program can enroll by continuing to use the online services on or after the launch date of MyMcDonald’s Rewards program.

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specific terms that apply to the offer which are stated on the app next to the offer.

How to redeem an offer:

You redeem an offer when you place your order at the counter or kiosk by scanning the offer QR code or at a Drive Thru by reading out the alphanumeric code to the crew member taking your order

How to earn points. You will earn points based upon the value of your qualifying purchase at the rate of 10 for each 1 AZN or based on the product as detailed in the Program Details. You earn points from a qualifying purchase” at a participating restaurant when you place your order at the counter or kiosk by scanning your digital loyalty card; or at a Drive Thru by reading out the alphanumeric code to the crew member taking your order.

If you do not follow this process at the time of purchase you will not earn points or have any recourse to claim the points. There might be a delay before the Points that you earn are added to your account.

How to calculate the number of points you earn. The [Program Details](#) explain how to calculate the value of a qualifying purchase. For example, the [Program Details](#) explain which products may be excluded from the value of a qualifying purchase, how points are earned when the value of a qualifying purchase is less than 1 AZN. Remember that the [Program Details](#) can change, so make sure to review it before you make a purchase.

Bonus campaigns or promotions. From time to time, McDonald’s may offer bonus campaigns or points accelerators that allow you to earn points in new and different ways. Please check the [Program Details](#) for the latest ways to earn points.

Maximum points you can earn. Your account holds a maximum of 9,999 points (“Rewards ceiling”) at any one time. If making a qualifying purchase will cause you to exceed the Rewards ceiling, you will not earn points above the Rewards ceiling. The Program Details also explains other limits like how many times you can earn points in a particular day from qualifying purchases.

Redeeming your points. You can redeem your points at participating restaurants for free products or a discount on a product from the Rewards Menu (“Redeemable Product(s)”). You must use the McDonald’s app to convert your points to an offer selected from the Rewards Menu.

You redeem an offer when you place your order at the counter or kiosk by scanning the offer QR code or at a Drive Thru by reading out the alphanumeric code to the crew member taking your order

Rewards Menu. The [Program Details](#) which Redeemable Products are on the Rewards Menu and how many points are required for each Redeemable Product. The Rewards Menu may have multiple Redeemable Products, which

can change from time to time. Be sure to check the [Program Details](#) for the latest Rewards Menu.

Point expiration. Points expire end of month after year earned. [e.g. 31 March following the calendar year in which they were earned]

Refunds

McDonald's is entitled to remove points at any time if products are returned for any reason and a full or partial refund of the purchase price is given. This also applies to the exchange of products, unless the exchange is for products with an equivalent points value.

Suspicious Activity

McDonald's is entitled to take any action it considers appropriate, including removing or suspending your account and points accrued if we detect any suspicious activity concerning your account including but not limited to

- (i) engaging in illegal or fraudulent activities;
- (ii) supplying or attempting to supply false or misleading information, or making a misrepresentation to McDonald's or the participating restaurant; or
- (iii) selling, assigning, transferring or acquiring, or offering to sell, assign, transfer or acquire any reward, benefit or points other than in accordance with these terms and conditions; or
- (iv) excessive earning (via fraud or other means).

Miscellaneous. Points have no cash value. Points are not transferrable.

General

You may only have one MyMcDonald's Rewards account at any one time.

You are responsible for updating any change of name, email or any other details as soon as practicable after the change. McDonald's is not responsible for any failure by the customer to update any details in accordance with this clause.

McDonald's reserves the right to terminate the Loyalty Program if events beyond its reasonable control mean that it can no longer operate it.

McDonald's reserves the right to not accept Offer coupons or Loyalty points if in its reasonable opinion the App, Offer Coupons or Loyalty points has been tampered with.

An account will terminate automatically on the death of the account holder. Points earned but not yet redeemed will be cancelled. McDonald's will close the MyMcDonald's Rewards account on notification of the account holder's death.

McDonald's will not be liable for any loss or damage whatsoever suffered by any person as a result of such cancellation.

McDonald's retains at all times ownership of all materials and advertising in connection with the Offer Coupons and Loyalty Program together with all intellectual property rights in and over the materials and advertising for Offer Coupons and Loyalty Program.

Taking part in the Loyalty Program amounts to acceptance of these terms and to their respective interpretation under the laws of the Republic of Azerbaijan and jurisdiction of the Republic of Azerbaijan.

You agree that the following shall not be considered to be proper participation in the Offer coupons and Loyalty Program:

any purchase (including via a third party (i.e. eBay), sale, offer to sell, giving away or other dealing with the App or Offer Coupons and Loyalty Points save for as expressly permitted in these Terms,

any use for any purpose whatsoever, save as expressly permitted in these terms, of McDonald's advertising, feature taken from such advertising, and/or of the intellectual property rights in or over such advertising, and

any breach by you of these Terms.

Nothing in these Terms shall affect your statutory rights. McDonald's may (in its sole discretion) decline to enter into any correspondence save as otherwise stated in these Terms.

All instructions, terms and conditions on any advertising or promotional materials relating to this Promotion form part of these terms although, in the event of conflict, these provisions shall prevail over all such other instructions, terms and conditions. Expressions which have been defined above shall have the same meanings when used in such other instructions, terms and conditions wherever the context admits.

Promoter: McDonald's Azerbaijan CJSC

You may, at any time, cancel your account by selecting 'Delete Account' in the Profile section of the App. Upon confirmation of cancellation, all accumulated offers and Loyalty Points in your account will immediately expire. Accordingly, McDonald's recommends that customers members carefully plan all cancellations to avoid unintentional loss of accumulated points. Once expired, the points cannot be reimbursed.

You purchase products directly from restaurants. When you redeem offers or points, you redeem them directly with a participating restaurant and the contract for

supplying the products will be between you and the restaurant that accepts your order (and not with McDonald's Corporation nor any other Members of the McDonald's Family). The restaurant where you collect your products is responsible for preparing the products and providing them to you. [YOU FURTHER UNDERSTAND AND AGREE THAT YOU ARE PURCHASING DIRECTLY FROM RESTAURANTS (AND NOT McDONALD'S CORPORATION OR ANY OTHER MEMBERS OF THE McDONALD'S FAMILY) AND THAT NEITHER McDONALD'S CORPORATION NOR ANY OTHER MEMBERS OF THE McDONALD'S FAMILY HAVE ANY RESPONSIBILITY ARISING OUT OF OR RELATED TO ANY PRODUCTS THAT YOU PURCHASE FROM RESTAURANTS USING ORDERING.] McDonald's Corporation (which is McDonald's parent company), its subsidiaries, affiliates, their franchisees, agents, representatives, and agencies and their officers, directors, and employees are together, "Members of the McDonald's Family".

About the products in the online services. All products are subject to availability at the restaurant where you collect your order. Some restaurants do not sell all products. Images of products and packaging on the online services are examples only and may not be identical to the product or packaging you receive from a restaurant. Differences may be due your device's display of colours or factors such as the ingredients used, the supplier, the region of the country and the season of the year.

About the prices in ordering. Each restaurant independently determines its own prices and independently applies the local sales tax rate or any fees required by law. Certain offers and pricing may not be available for all orders at all locations. In the event you discover an error in the price of the product charged to you, please contact the restaurant where you purchased the product to seek a refund of the difference.

Refunds and your consumer rights. If you desire to seek a refund for any reason, including if the products are unsatisfactory or for other reasons, please contact the restaurant where you purchased the product regarding any refund due to you. Your legal rights in this respect are not affected by anything in these terms.