

## **OFFICIAL RULES FOR PARTICIPATION IN THE “McDONALD’S x EME STUDIOS – WORLDWIDE GIVEAWAY”**

### **1. ORGANIZING ENTITY**

The company **Eme STQG, S.L (EME STUDIOS)**., holder of Tax ID No. B09615238, with registered office at Elche, Calle Carretera casa del León 37 (hereinafter, the “**Organizer**”), is organizing the promotional giveaway titled “McDonald’s x EME Studios – Worldwide Giveaway” (hereinafter, the “**Giveaway**”).

RESTAURANTES McDONALD’S, S.A.U. participates exclusively as a co-sponsor of the promotion, by providing the product and promotional support, without assuming the organization, management, administration or implementation of the Giveaway, all of which are the sole responsibility of the Organizer.

### **2. TERM OF THE GIVEAWAY**

The Giveaway will begin on Tuesday, April 7, 2026, at 12:00:00 (**Central European Time**) and will end on Wednesday, April 8, 2026, at 21:00:00 (**Central European Time**) (the “**Giveaway Period**”). Entries submitted outside this period will not be accepted.

All times indicated in these Official Rules refer to the applicable Spanish mainland time in force at each moment.

### **3. TERRITORIAL SCOPE**

This Giveaway is worldwide and open to participants from any country, provided that the legislation of their country or territory of residence does not prohibit or restrict participation in this type of promotion. Participation is void where prohibited or restricted by applicable law.

Countries or territories in which the prize cannot be legally or materially delivered are excluded, including but not limited to cases involving legal, customs, logistical, transportation, or international sanctions restrictions that reasonably impede or hinder the execution of the Giveaway or the delivery of the prize. The Organizer reserves the right to update this exclusion list at any time, without prior notice, whenever required by new legal, regulatory, or geopolitical circumstances.

The Organizer will cover ordinary shipping costs for the sending of the prize only, without prejudice to the fact that the product awarded in the Giveaway is provided by RESTAURANTES McDONALD’S, S.A.U. in its capacity as co-sponsor. Any taxes, duties, customs fees, import charges, clearance fees or any other additional costs arising from receipt of the prize in the destination country shall be borne by the winner, unless

otherwise required by applicable law. If delivery of the prize cannot be completed due to legal, customs, or logistical reasons beyond the Organizer's control, or if the winner does not assume any additional costs required for delivery, the Organizer may declare delivery impossible and award the prize to the corresponding alternate winner.

Without prejudice to the above, Spanish law and jurisdiction shall apply as set forth in Rule 11, without affecting any mandatory consumer protection laws of each participant's country of residence.

#### **4. ELIGIBILITY**

The Giveaway is open to all natural persons aged sixteen (16) or older, or any higher minimum age required under the laws of their country of residence to validly participate in this type of promotion, who have an active Instagram account and meet the participation requirements described in Rule 5.

A user's participation will only be valid if all requirements provided in these Official Rules are met.

#### **5. HOW TO ENTER**

To enter the Giveaway, user/s must complete the following steps during the Giveaway Period:

- a. Locate the official Giveaway post (a collaborative post published on the Instagram accounts of EME Studios and McDonald's Spain) (the "**Official Post**").
- b. Leave a comment on the Official Post that: (i) mentions (tags) one friend with a valid and active Instagram account, and (ii) states the sweatshirt size they wish to receive (XS, S, M, L or XL).

Only comments posted directly on the Official Post will be considered valid. Comments made on any other post, story, or Instagram account will not be taken into account.

User/s may submit as many comments as they wish. However, regardless of the number of entries submitted, each user may only win one prize.

To be valid, the participant's Instagram account must be public at the time the comment is posted and remain public until the end of the Giveaway Period and, if selected as a provisional winner, until the Organizer is able to verify eligibility.

Entries will be invalid if they: (i) do not clearly indicate a single size; (ii) tag nonexistent, inactive, or clearly fake accounts; (iii) are deleted before verification; (iv) violate these Official Rules; or (v) include unlawful, offensive, denigrating, violent, discriminatory, or otherwise inappropriate content.

Tagging a friend must comply with Instagram's terms of use and may not consist of mass tagging, automated tagging or tagging that does not reflect real interaction. By tagging a friend, the participant represents and warrants that they have obtained the prior consent of the tagged person to be publicly mentioned in connection with this promotion. The Organizer assumes no responsibility for the consequences of tagging persons without their consent. If the tagged person submits a claim related to such tagging, the participant who performed the tag shall be solely responsible, holding the Organizer harmless from any damage, claim or expense arising therefrom.

## **6. PRIZES**

The prizes consist of products provided by RESTAURANTES McDONALD'S, S.A.U., in its capacity as co-sponsor, with the Organizer being solely responsible for the management, administration and fulfillment of the Giveaway.

A total of one hundred (100) exclusive McDonald's x EME Studios sweatshirts will be awarded (approximate retail value: thirty-eight point fifty (38,50) euros each), distributed by size as follows:

- 20 units of size XS
- 20 units of size S
- 20 units of size M
- 20 units of size L
- 20 units of size XL

The sweatshirts will include patches that users must unpick. These patches will feature a promotional code on the reverse side. Such promotional codes shall be valid solely and exclusively for redemption through the McDonald's app in Spain, in accordance with the terms of use applicable to such app. These codes may not be redeemed outside this territory or through any other channels or platforms, and the organizer reserves the right to reject any attempted use that does not comply with these conditions.

The draw will be conducted separately for each size. All entries will be grouped according to the size stated in each comment, and winners for each size will be selected only from those who requested that specific size, until the available number of units in each category is awarded.

Each participant will only be eligible for the draw corresponding to the size indicated in their comment. If a participant is selected more than once, either within the same size category or across different sizes, they will only be entitled to one prize. The Organizer may reassign the additional selections to alternate participants.

Prizes are personal and non-transferable and cannot be exchanged for cash or any other prize.

## **7. WINNER SELECTION**

Once the Giveaway Period ends, the Organizer will create a digital file containing all valid entries. A random drawing will then be conducted among all valid entries to select the one hundred (100) winners.

Alternate winners will also be selected in case any provisional winner cannot or does not wish to accept the prize, renounces it, or cannot be located and/or does not receive the prize.

The draw will take place within a maximum of five (5) business days after the end of the Giveaway Period.

## **8. NOTIFICATION OF WINNERS**

The Organizer will contact provisional winners via Instagram direct message, informing them of their selection and requesting confirmation of acceptance and the personal details required for shipping the prize (full name, shipping address, telephone number, and identity document if applicable).

Provisional winners will have twenty-four (24) hours from the moment the message is sent to confirm acceptance and provide the requested information. If no response is received within that period, it shall be understood that the winner forfeits the prize, and the Organizer will contact the next alternate winner.

Participants are responsible for checking their message requests or any other folders or message categories on Instagram and ensuring that their privacy settings allow receipt of the Organizer's direct message.

An identity document will only be requested when reasonably necessary to verify the winner's identity, age, residence, compliance with these Official Rules, or to meet any applicable legal or tax obligations.

## **9. PRIZE DELIVERY**

Prizes will be shipped by the Organizer to the address provided by each winner within the timeframe set forth in Rule 8 once acceptance is confirmed. Shipping costs will be covered by the Organizer.

The Organizer is not responsible for delays, losses or damage caused by the courier service or by incorrect or incomplete information provided by the winner.

Prize delivery is subject to the legal and material possibility of shipping to the winner's location. If delivery is not possible due to reasons beyond the Organizer's control, including customs, logistical, regulatory restrictions or international sanctions, the Organizer may cancel the award and assign the prize to the corresponding alternate.

## **10. ACCEPTANCE OF THE RULES. PROHIBITIONS. CLAIMS**

By participating in the Giveaway, participants accept these Official Rules, the applicable Privacy Notice, and the decisions of the Organizer.

Any statement of non-acceptance at any time will result in disqualification, and the Organizer will be released from any obligation toward that participant.

Prizes are strictly personal and may not be transferred, sold, assigned, donated, or exchanged, nor redeemed for cash. Any request attempting to do so may be interpreted by the Organizer as an implicit forfeiture of the prize.

Any matter arising from the interpretation or application of these Official Rules will be resolved by the Organizer.

## **11. LIMITATION OF LIABILITY**

The Organizer reserves the right to modify the conditions of the Giveaway at any time, including its possible cancellation prior to the end date, when justified by force majeure or unforeseen circumstances. Any such modification or cancellation will be communicated in due time, without generating any right or compensation for participants.

The Organizer is exempt from liability in case of malfunction or technical failure of the Internet network, Instagram, courier services, or any incorrect transmission of content that prevents the normal development of the Giveaway or the delivery of the prizes, provided such issues arise from causes beyond the Organizer's control or bad faith acts, including but not limited to hacking, unauthorized access, viruses, third-party interference, or technological failures. The Organizer's total cumulative liability to any participant or winner shall in no case exceed the value of the prize awarded (thirty-eight point fifty (38,50) euros each). The Organizer will not be liable for indirect,

incidental, consequential, special, punitive damages, lost profits, lost opportunity, or moral damages arising from participation or receipt of the prize.

The Organizer is not responsible for Instagram's use of participants' data or for Instagram's terms and policies. This Giveaway is not sponsored, endorsed, administered, or associated with Instagram/Meta. Furthermore, RESTAURANTES McDONALD'S, S.A.U.'s participation is limited to its role as co-sponsor and provider of the product, without acting as the organizer or administrator of the Giveaway.

The Organizer is not liable for any impossibility of registering or verifying a participation due to the participant's privacy settings, deletion or modification of comments, the Organizer's inability to access the content, or any other circumstance arising from Instagram's platform that is not attributable to the Organizer.

RESTAURANTES McDONALD'S, S.A.U., in its capacity as co-sponsor and provider of the product, does not act as the organizer, administrator or manager of the Giveaway and therefore assumes no liability arising from its launch, mechanics, management, winner selection, communications, incidents, claims or regulatory compliance, all of which are matters falling exclusively within the Organizer's responsibility.

## **12. PERSONAL DATA PROTECTION**

In compliance with Regulation (EU) 2016/679 (GDPR) and Spanish Organic Law 3/2018 on Personal Data Protection, the Organizer, as Data Controller, informs participants of the following:

**Purpose of Processing:** To manage your participation in this Giveaway, including verifying compliance with the participation requirements, selecting winners, communicating the prizes, and arranging their delivery.

**Legal Basis:** The processing of personal data is based on Article 6(1)(b) of the GDPR, as it is necessary for the performance of the contractual relationship arising from your participation in this Giveaway.

**Data Processed:** The personal data processed will include those derived from participation via Instagram (username) and, in the case of winners, any additional data provided for prize delivery purposes (full name, postal address, telephone number, and identification document).

**Data Retention:** Once the purposes described above have been fulfilled, participants' data will be retained solely for the period necessary to allow the Organizer to exercise its right of defense in the event of a claim, such period being six (6) months from the date the prizes are delivered.

**Data Subject Rights:** At any time, users may exercise their rights of access, rectification, erasure, objection, portability, and restriction of processing by sending a request, with the reference "McDONALD'S x EME STUDIOS – WORLDWIDE GIVEAWAY", to the following email address: [hi@emestudios.com](mailto:hi@emestudios.com). If you consider that your rights have not been properly addressed, you may lodge a complaint with the Spanish Data Protection Authority ([www.aepd.es](http://www.aepd.es)).

**International Participants:** Participants residing outside Spain are informed that their personal data will be processed in accordance with Spanish and European data protection legislation. Participation in the Giveaway implies acceptance of such processing, without prejudice to any rights that may apply under the data protection laws of their country of residence.

**Recipients:** Personal data may be disclosed or made available to service providers involved in the management of the Giveaway, such as technology providers, partner agencies, courier, transport or logistics services, as well as to any third parties whose involvement is necessary for the management, verification, legal defense, or delivery of the prize, acting where appropriate as data processors or, where applicable, as independent controllers. Personal data will not be disclosed to RESTAURANTES McDONALD'S, S.A.U., except where this is strictly necessary for the physical provision of the product, the internal oversight of the promotion, or compliance with legal obligations, in which case each party shall act in accordance with the role legally applicable to it.

**International Transfers:** Where, due to the participant's residence or the destination country of the prize, international transfers of personal data are required, such transfers will be carried out in accordance with applicable regulations and, where appropriate, subject to the implementation of adequate safeguards as required under data protection laws.

**Identification Document:** An identification document will only be requested in cases where it is strictly necessary and proportionate to verify identity, age of majority, residence, compliance with the Official Rules, or to meet legal or tax obligations.

### **13. FRAUD AND LEGAL ACTION**

If the Organizer detects any anomaly or suspects that a participant is hindering the Giveaway's normal operation through technical or digital manipulation, including but not limited to bots, fake accounts, or multiple accounts, the Organizer may unilaterally remove that participant.

The Organizer reserves the right to take legal action against those who engage in manipulation or falsification of participation.

#### **14. TAX REGIME**

This promotional activity is governed by Spanish tax law. Under current regulations, prizes awarded in promotional giveaways are subject to withholding or prepayment of Spanish personal income tax when the prize value exceeds three hundred (300) euros.

Since the unit value of each prize (one sweatshirt valued at approximately thirty-eight point fifty (38,50) euros each, is below that threshold, no withholding or prepayment will be made.

Participants residing outside Spain must comply with any tax obligations arising in their country of residence.

#### **15. APPLICABLE LAW AND JURISDICTION**

These Official Rules are governed by Spanish law.

The Courts and Tribunals of the participant's place of residence shall have jurisdiction over any disputes arising from the interpretation or application of these Official Rules, provided that the participant resides in Spain, with the Organizer expressly waiving any other jurisdiction that might otherwise apply. For participants residing outside Spain, the Courts and Tribunals of Madrid shall have jurisdiction, without prejudice to any mandatory consumer protection rules applicable in the participant's country of residence.

Participants and winners residing outside Spain shall be solely responsible for verifying and complying with any tax, fiscal, reporting, withholding, or payment obligations applicable to them under the laws of their country of residence in connection with the receipt of the prize. The Organizer assumes no responsibility for any withholding, reporting, advance tax payment, or any other tax obligation under laws other than those of Spain. Any tax, duty, levy, or fiscal charge arising from the receipt of the prize outside Spain shall be borne entirely by the winner.

These Official Rules are available to any person who wishes to consult them in the Official Giveaway Post on Instagram.

#### **16. PREVAILING LANGUAGE**

These Official Rules have been drafted in Spanish. If translated into any other language for informational purposes, the Spanish version shall prevail in case of discrepancy, ambiguity, or interpretative conflict.

Madrid, April 1st, 2026