# Terms and Conditions for McDonald’s Online Services (USA)

Last updated: March 13, 2017  
(McDonald’s address update: January 18, 2019; non-substantive update for accessibility: May 15, 2019)

    Important: Please carefully read and understand these terms and conditions (“terms”). They contain an [arbitration agreement](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#disputes-anchor), [jury and class action waivers](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#disputes-anchor), [limitations on McDonald’s liability](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#limitations-anchor) 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 USA, LLC ( “McDonald’s”, “we” or “us”), which controls and operates the online services from its headquarters at 110 North Carpenter Street, Chicago, Illinois 60607.

    By accepting these terms, you also understand and consent to [McDonald’s Privacy Statement](https://www.mcdonalds.com/us/en-us/privacy.html), which is incorporated into, and part of, this agreement. Our Privacy Statement describes how we collect, use and share information.

    By accepting these terms, you understand and agree that, as stated in Section 9, you are waiving your right to resolve any dispute through other processes that could be available to you, such as court actions or administrative proceedings. It also means that you are waiving your rights to a trial by jury or to combine your dispute with others in a class action.

    The online services are not intended to be used by, or targeted to, anyone under the age of 13 years old. You must be at least 13 years old to use the online services. If you are at least 13 years old but not yet 18 years old (or the legal age of majority if different in your jurisdiction), 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 McDonald’s close any online services account that you have created. You can request account deletion by sending an email to [contact.privacy@us.mcd.com](mailto:contact.privacy@us.mcd.com), please include the email address of the account that you want deleted.

## 1. About the online services.

### **Availability of products and services.**

McDonald's 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 while driving or while 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. McDonald’s 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.

### **McDonald’s right to update or terminate the online services.**

You understand and consent that (with or without notice) McDonald’s 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 McDonald’s mobile app that you have installed on your device.

### **Updates to these terms.**

McDonald's may also update these terms at any time and at its sole discretion. If McDonald’s 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 McDonald’s close any online services account that you have created. To close your account, you can visit [www.mcdonalds.com/contact](https://www.mcdonalds.com/us/en-us/contact-us.html) or email us at [contact.privacy@us.mcd.com](mailto:contact.privacy@us.mcd.com).

### **Independent businesses own and operate many restaurants.**

While McDonald’s operates and controls the online services, it is not responsible for the operation of most restaurants. Most restaurants are instead owned and operated by independent franchisees of McDonald’s and some are operated by McDonald’s subsidiaries (such franchisees and subsidiaries are together, “restaurants”). Each restaurant is solely and independently responsible for its legal and regulatory compliance, for any issues relating to the supply of the products to you, and for any employment related matters in the restaurant.

### **Links to job opportunities from the online services.**

McDonald's and all restaurants are equal opportunity employers committed to diverse workforces. The online services may provide links to job opportunities posted by McDonald’s or restaurants. These opportunities are with the restaurant alone and not with McDonald’s or its parent company (McDonald’s Corporation). This means that the restaurant that posted the opportunity is alone responsible for setting the job requirements, all hiring decisions, and all other employment related matters in its business. Neither McDonald’s nor its parent company receives a copy of any application you submit to a restaurant that is a franchisee, neither controls whether you receive an interview or are hired, and neither controls franchisees’ employment policies and practices. Neither McDonald’s nor its parent company employs independent franchisees. If you are hired by a restaurant that is a franchisee, only that franchisee, and not McDonald’s or its parent company (McDonald’s Corporation), will be your employer.

### **How to contact us.**

If you have any questions or comments regarding the online services, please refer to the Contact Us section in the online services or you can always visit [www.mcdonalds.com/contact](https://www.mcdonalds.com/us/en-us/contact-us.html).

## 2. Our information practices and communications with you.

### **McDonald’s Privacy Statement.**

These terms incorporate [McDonald’s Privacy Statement](https://www.mcdonalds.com/us/en-us/privacy.html) 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 McDonald’s. 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 McDonald’s. McDonald’s may use the information you have provided to us to communicate with you in accordance with [McDonald’s Privacy Statement](https://www.mcdonalds.com/us/en-us/privacy.html).

### **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. While 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. Lastly, please note that if you are receiving communications from a McDonald’s franchisee, then you will need to opt out from them directly.

### **Additional information on text messages.**

When you opt in to any of our text message programs, you understand that such text message programs are separately governed by [McDonald’s Text Messaging Program Terms & Conditions](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#text-messaging-anchor). You understand and consent that you will receive text messages from an automated system. You further understand that your consent is not required to make any purchase. If you wish to withdraw your consent and unsubscribe, please text STOP to the appropriate short code or visit [www.mcdonalds.com/contact](https://www.mcdonalds.com/us/en-us/contact-us.html) or email us at [contact.privacy@us.mcd.com](mailto:contact.privacy@us.mcd.com). For more information, please visit [McDonald’s Text Messaging Program Terms & Conditions](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#text-messaging-anchor).

## 3. Sending orders to restaurants.

This section applies to any orders you place using the online services. Please read this section before you send any orders to restaurants using the online services. Please note that ordering may not be available in all online services. Please refer to the FAQs for more information on ordering.

### **About ordering.**

The purpose of ordering is to provide customers with a convenient way of building orders for products in advance and submitting their orders by checking in at a participating restaurant. You must register an online services account in order to use ordering. Before you submit an order, you must register a credit card or debit card (either one, a “payment card”) to use with your orders. Not all restaurants may choose to make their products available via ordering. You may need to enable location services on your device in order for ordering to function properly.

### **Registering your payment method.**

McDonald’s and the restaurants use third party providers to securely store your payment card information and process your payments to restaurants. You understand and agree that, when you register a payment card, McDonald’s or its third party providers may verify that the payment card you registered is valid. You also understand and agree that when you use ordering to make a purchase from a restaurant, that restaurant will be the merchant of record. Restaurants may require information other than your order code to verify your purchase. You represent and warrant that you are of sufficient age and have all legal rights to use all payment cards you register.

### **You purchase products directly from restaurants.**

When you use ordering, you submit orders directly to a participating restaurant and the contract for supplying the products will be between you and the restaurant that accepts your order. 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 or any other Members of the McDonald’s system) and that neither McDonald’s nor any other Members of the McDonald’s System 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 System”.

### **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 colors 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 any additional taxes and fees as 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 a product charged to you, please contact the restaurant where you purchased the product to seek a refund of the difference.

### **Building, confirming and sending your order to a restaurant.**

You can use ordering to build your order and send it to a participating restaurant that you select. You do not make your purchase until you check in at a restaurant, and your payment card will not be charged until you check in at a restaurant. Orders made must be collected in person from the restaurant.

### **Checking in at a restaurant and making your purchase.**

You can check in at any participating restaurant, even if you selected a different restaurant when you built your order. You make your purchase from a restaurant when you complete your check in at that restaurant.

### **Updated order totals at check-in.**

Updated order totals at check-in can result from changes in products, pricing, taxes or other fees required by law due to your arrival at a different participating restaurant than you originally selected. Updated order totals can also result from the unavailability of certain products, changes in price, or other reasons.

### **Paying for your order.**

You make your purchase when you complete your check in at a restaurant. When you complete your check in, you authorize the restaurant to process your order total (and if updated, your updated order total). The restaurant’s payment service provider will process your order total amount (and if updated, your updated order total amount) to the payment card you selected when you built your order. You may receive a notification within the ordering feature that the restaurant has accepted your order and is preparing it. You own the products after you have collected them.

### **Cancelling your order, refunds and your consumer rights.**

You have the ability to update or abandon your order at any time until you check in your order at a restaurant. However, once you complete your check in at a restaurant, you cannot cancel it. If you desire to seek a refund for any reason, including if the products are unsatisfactory or 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.

## 4. Deals.

You have the possibility of receiving deals through the online services. The following general terms apply to the deals:

1. the deal 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 deals may not be available at breakfast serving times);
3. unless otherwise stated each deal expires on redemption;
4. only one deal can be used per restaurant visit;
5. deals are not transferable; and
6. there is no cash alternative. In addition there may be specific terms that apply to the deal which are stated on the app next to the deal. Not all deals may be combined with orders.

## 5. Ownership and Licenses for the online services.

### **McDonald’s intellectual property ownership.**

Any and all rights in the online services are and shall remain the exclusive property of McDonald’s or its licensors. For purposes of clarity, “online services” includes any and all content on the online services, such as, but not limited to, text, images, graphics, logos, page headers, button icons, images, audio clips, digital downloads, data compilations, software, trademarks, service marks, trade dress, audio, video, data and other materials (together, “content”) as well as any part of the online services. The online services are licensed, not sold, to you. Nothing in these terms intends to transfer any such rights to, or to vest any such rights in, you. You may not take any action to jeopardize, limit or interfere with McDonald’s or its licensors’ rights.

### **Your license to use the online services.**

Subject to these terms, you are granted a personal, non-exclusive, non-transferable and revocable license to use the online services solely for your own personal, non-commercial purposes and solely in accordance with these terms. For purposes of clarity, “Use” includes access, interact with, and display. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights these terms expressly grant to you. McDonald’s reserves all other rights.

### **Trademark information.**

Trademarks, service marks, and all graphical elements, including the look and feel appearing on the online services, are distinctive and protected trademarks or trade dress of McDonald’s or its licensors. The online services may also contain various third-party names, trademarks, and service marks that are the property of their respective owners.

## 6. User submissions and unsolicited ideas.

### **User submissions.**

Some online services may allow you to send comments, remarks, suggestions, ideas, graphics, photographs, questions, complaints or other information posted or communicated to McDonald’s through the online services (together, “submissions”). You understand that by submitting any information to McDonald’s through the online services, you grant McDonald's a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, transferable license to use, reproduce, distribute, sublicense to others, modify, translate, prepare derivative works of, publicly display, and publicly perform the submissions, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person, including to use them for any commercial or other purpose whatsoever without approval from or compensation to you or any other person. McDonald’s will not be required to treat any submissions as confidential.

### **Unsolicited ideas.**

It is McDonald’s policy not to consider unsolicited ideas. While we appreciate you taking the time to consider McDonald’s, we’re unable to review new ideas from outside the McDonald’s system. You expressly waive any and all claims against McDonald’s and all other Members of the McDonald’s System in connection with McDonald’s consideration, use or development of any product, design, concept or other materials similar or identical to your submission now or in the future. Please refer to [McDonald’s FAQs](http://corporate.mcdonalds.com/mcd/our_company/faqs.html) for more information.

## 7. Copyright notice.

McDonald’s will respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”). If you believe that your copyrighted work is infringed by content appearing on the online services, please provide a written DMCA notice to McDonald’s at: McDonald’s USA, LLC, 110 North Carpenter Street, Chicago, Illinois 60607, Attn: DMCA copyright administrator, (630) 623-3000 or by email to [dmca@us.mcd.com](mailto:dmca@us.mcd.com).

### **What to include in your infringement notice.**

Please include the following information in your notice to us, along with your full name, address, telephone number and email address:

1. A detailed description of the copyrighted work that you believe has been infringed.
2. A detailed description of the content on the online services that you believe infringes the copyrighted work, including information reasonably sufficient to permit McDonald’s to locate the alleged infringing content (e.g., the page on the online services where the alleged infringing content is located).
3. The following statement, signed by the copyright owner or a person authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed: “I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law. I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the copyright owner of an exclusive right that is allegedly infringed.”

## 8. Acceptable uses and restrictions for the online services.

### **Acceptable uses and other restrictions.**

With respect to the online services (which includes content), you may not, and may not allow third parties, to:

1. Use the online services for any purpose that is unlawful or prohibited by these terms;
2. Delete or change any copyright, trademark, or other proprietary notices;
3. Attempt to obtain ownership or title to the online services, including the content;
4. Use, copy, distribute, republish, display, disclose, upload, post, or transmit the online services in any commercial manner;
5. Rent, lease, sell, sub-license, loan, translate, merge, adapt, assign or transfer the online services, or combine them with, or incorporate them into, any other programs or services;
6. Disassemble, decompile, reverse-engineer, copy in source or object code format, or create derivative works based on the online services;
7. Transfer, provide, export or re-export the online services in violations of an embargo, trade sanction, or other technology control or export laws and regulations; you also represent and warrant that you are not (i) located in a country subject to a U.S. Government embargo, or designated by the U.S. Government as a “terrorist supporting” country; or (ii) listed on any U.S. Government list of prohibited or restricted parties;
8. Use or launch any unauthorized technology or automated system to access the online services or extract content from the online services, including but not limited to spiders, robots, screen scrapers, or offline readers;
9. Attempt to disable, damage, overburden, impair or gain unauthorized access to the online services, McDonald’s network or any user accounts associated with the online services.

## 9. Limitations on liability and disclaimers.

### **Limitations on McDonald’s liability.**

Neither McDonald’s nor any other Members of the McDonald’s System shall be liable for any direct or indirect lost profits or lost business damage, special, indirect, consequential, exemplary or incidental damages, including lost data, personal injury or property damage related to or arising out of the online services. Nothing in this section is intended to limit McDonald’s liability for damages to the extent caused by McDonald’s own gross negligence or intentional or unlawful misconduct. Additionally, nothing in this section is intended to limit or alter your rights as a consumer that cannot be limited or altered under applicable law. McDonald’s reserves all legal rights to recover damages or other compensation under these terms or as allowed by law.

### **McDonald’s provides the online services “AS-IS” and without any warranties.**

The online services may include inaccuracies or errors. McDonald’s provides the online services “as is” and without warranties of any kind either expressed or implied. McDonald’s disclaims all warranties of merchantability and fitness or a particular purpose. McDonald’s does not warrant or make any representation that the online services will be accurate, reliable, uninterrupted or error-free, that defects will be corrected, or that the online services are free of viruses or other harmful components. You assume total responsibility related to your use of the online services. Your sole remedy against McDonald’s and all other Members of the McDonald’s System for dissatisfaction with the online services is to stop using them. This limitation of relief is a part of the bargain between the parties. These warranty exclusions may not apply to you to the extent that applicable law does not allow the exclusion of implied warranties.

### **Third party services.**

The online services may link to or allow you to use third-party websites, downloadable materials, content, social networks, or other digital services (together, “third party services”). These third parties may have their separate terms and conditions or privacy policies that you should review and understand before using them. McDonald’s does not endorse and is not associated with any of these third party services. Neither McDonald’s nor any other Members of the McDonald’s System have any responsibility arising from or related to these third party services.

### **Events beyond our control.**

Neither McDonald’s nor any other Members of the McDonald’s System have any responsibility for McDonald’s failure to perform any of its obligations under these terms cause by or related to any event beyond McDonald’s reasonable control. If such an event occurs, then McDonald’s obligations under these terms will be suspended for the duration of the event; and McDonald’s may, but is not required to, use reasonable endeavors to find a solution by which its obligations under these terms may be performed despite the event.

### **How we settle disputes.**

You agree that:

1. any claim or dispute (whether in contract, tort, or otherwise) you may have with McDonald’s or any other Members of the McDonald’s System arising from or related to the online services or these terms will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a single arbitrator using JAMS’s Streamlined 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 under its rules and procedures (provided such location is reasonably convenient to you), or at such other location as may be mutually agreed to by you and McDonald’s or other Members of the McDonald’s System;
4. the arbitrator’s decision shall be based on these terms and any of the other agreements referenced herein that you may have entered into in connection with the online services;
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. no claims shall be arbitrated on a class or representative basis as you and McDonald’s hereby waive the right to assert claims in any class or representative action; arbitration will therefore only decide the individual claims of you and McDonald’s; it is agreed that the arbitrator may not consolidate or join the claims of any other person or party to an arbitration between you and McDonald’s under this provision;
7. you and McDonald's empower the arbitrator with the exclusive authority to resolve any dispute relating to the interpretation, applicability or enforceability of these terms or formation of this contract, including the arbitrability of any dispute and any claim that all or any part of these terms are void or voidable;
8. in the event that the administrative fees, arbitrator fees and filing fees associated with the arbitration exceed $100 USD, McDonald’s agrees to pay any such administrative, arbitrator and filing fees exceeding $100 on your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are 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 your fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and
9. 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, 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) above 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 you shall be entitled to arbitrate their dispute. In such event, you agree to bring any and all claims arising out of or related to these terms or the online services in either the state courts of DuPage County, Illinois or the United States District Court for the Northern District of Illinois. Further, both you and McDonald's agree to waive any right to a trial by jury. Finally, this arbitration provision is reciprocally binding on all parties, such that both you and McDonald’s are required to arbitrate their claims against one another. For more information on JAMS and/or JAMS Rules and Procedures, you may visit the [JAMS Website](https://www.jamsadr.com/).

## 10. Apple Applications

These terms incorporate and supplement the [Apple, Inc. (“Apple”) terms and conditions](https://www.apple.com/legal/itunes/us/terms.html#service), including the Licensed Application End User terms therein (“Apple terms”). If you are using the online services through Apple application (“Apple Application”), you also acknowledge and agree:

* Apple has no obligation at all to provide any support or maintenance services in relation to the Apple Application. If you have any maintenance or support questions in relation to the Apple Apps, please contact McDonald’s, not Apple, using the above Support Services details;
* except as otherwise expressly set out in these terms, any claims relating to the possession or use of the Apple Application are between you and McDonald’s (and not between you, or anyone else, and Apple); and
* in the event of any claim by a third party that your possession or use (in accordance with these terms) of the Apple Application infringes any intellectual property rights, Apple will not be responsible or liable to you in relation to that claim;

If the Apple Application that you have purchased does not conform to any warranty applying to it, you may notify Apple, which may refund the purchase price of the Apple Application to you subject to then-current Apple terms and conditions. Subject to that, and to the maximum extent permitted by law, Apple does not give or enter into any warranty, condition or other term in relation to the Apple Application and will not be liable to you for any claims, losses, costs or expenses of whatever nature in relation to the Apple Application or as a result of you or anyone else using the Apple Application or relying on any of its content.

## 11. Miscellaneous.

* McDonald's makes no representation that the online services are appropriate or available outside of the United States. If you use the online services from other locations you are responsible for compliance with applicable local laws.
* These terms will be governed and interpreted pursuant to the laws of Illinois, notwithstanding any principles of conflicts of law.
* Although these terms govern the online services as between McDonald’s and you only (and neither Apple nor any other Members of the McDonald’s System are parties to these terms), Apple and all other Members of the McDonald’s System are third party beneficiaries under these terms and will have the right to enforce against you those rights that McDonald’s holds under these terms to the extent such terms may pertain to them; there are no other third beneficiaries under these terms.
* The terms are written in English (US). Any translation of the terms into another language is provided solely for your convenience, and to the extent there is any conflict between the two, the English (US) version controls.
* On termination of these terms or of your permission to use the online services, all rights granted to you under terms shall cease; however, these terms will continue to apply to your prior use of the online services and anything relating to or arising from such use. Upon termination, all rights of McDonald’s and other Members of the McDonald’s System, including all intellectual property rights, proprietary rights, and licenses in these terms shall survive, as well as all restrictions on use, all limitations on liability and disclaimers, and all of Section 9 (“How we settle disputes”)
* Each of the terms and conditions in these terms are severable and operate separately. If any of them are unlawful, void or unenforceable, then the remaining terms and conditions will remain in full force and effect.
* If McDonald’s fails to insist that you perform any of your obligations under these terms, or if McDonald’s does not enforce its rights against you, or delays in doing so, that will not mean that McDonald’s has waived its rights against you and will not mean that you do not have to comply with those obligations.
* McDonald’s may transfer its rights and obligations under these terms to another organization or entity, but this will not affect your rights or our obligations under these terms. You may only transfer your rights or obligations under these terms to another person if McDonald’s agrees in writing.

## MyMcDonald’s Rewards Terms (USA)

Effective: November 16, 2020

In certain geographical areas, McDonald’s makes available its MyMcDonald’s Rewards program (“MyMcDonald’s Rewards”, or the “program”). If you are within those geographical areas, the program may be displayed to you. By using the online services when the program is displayed, you agree to participate in the program as part of your use of the online services.

These MyMcDonald’s Rewards Terms (USA) (the “program terms”) apply only if you participate in the program. The program terms are intended to supplement (not change) the [Terms and Conditions for McDonald’s Online Services (USA)](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#online-toc-anchor) (the “online services terms”). When the word “terms” is used without any reference to the “program terms” or the “online services terms,” it is meant to encompass both sets of terms. All definitions used in the online services terms apply to these program terms.

You understand and acknowledge that you have already agreed to the online services terms when you registered and logged into your online services account. Although the program terms are intended to supplement and not to change the online services terms, in the event of a conflict between the program terms and online services terms that relates to the program itself, the program terms will control. In the event of any other conflict between the program terms and the online services terms, the online services terms will control.

Important: You understand and acknowledge that the terms contain an [arbitration agreement](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#disputes-anchor), [jury and class action waivers](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#disputes-anchor), [limitations on McDonald’s liability](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#limitations-anchor) and other provisions that affect your legal rights regarding the online services, including the program as part of the online services. Please carefully read and understand these terms.

### **Eligibility and enrollment.**

MyMcDonald’s Rewards is only open to you if you meet the age requirements for the online services. In order to enroll in MyMcDonald’s Rewards, you must register an online services account. Customers who registered an online services account prior to the launch of MyMcDonald’s Rewards can enroll in the program by using the online services in the geographical area of the program on or after the launch date of the program. When you use the online services outside of the geographical area of the program, neither the program nor any points you accumulated in the program will be available to you.

### **When McCafe® Rewards expire.**

If you participated in McCafe® Rewards and have an existing McCafe® Reward on or before December 27, 2020, then you can redeem that reward on or before February 25, 2021. If you choose to not immediately enroll in MyMcDonald’s Rewards and you receive a McCafe® Reward on or after December 28, 2020, you will have sixty (60) days from the date that the McCafe® Reward was received to redeem that reward. After that sixty (60) day period, any existing McCafe® Reward will expire.

### **When existing purchases towards McCafe® Rewards are converted to points.**

If you participated in McCafe® Rewards and have made purchases as part of McCafe® Rewards, but have not made enough purchases to receive a McCafe® Reward, then if you choose to enroll in MyMcDonald’s Rewards, your existing purchases qualifying towards a McCafe® Reward will immediately be converted into MyMcDonald’s Rewards points (“points”). For each purchase (up to 4 qualifying purchases) under McCafe® Rewards, 400 Points will be deposited in your account. If you have opted into receiving emails from McDonald’s, you will receive an email alerting you of the number of points added to your account. We will send the email to your email address that you used to create your online services account.

### **How to earn points.**

Once enrolled in the program, when you identify your online services account at the time of purchase, you will earn 100 points for every $1 U.S dollar spent on qualifying purchases. You can identify your online services account at the time of purchase by any way that we recognize, such as: (a) making a purchase using the Mobile Order & Pay feature of the mobile app, (b) scanning a QR code at a register or kiosk, or (c) giving the code displayed in your account to the restaurant crew person who is taking your order. If you don’t properly identify your online services account before you complete your qualifying purchase, you cannot earn any points for that purchase.

### **Qualifying purchases.**

A “qualifying purchase” means using the online services to purchase eligible products from a participating restaurant in a manner that properly identifies you as described above. Qualifying purchases where an active reward, mobile offer, or promotional offer is redeemed will accrue points, but you will only accrue points for U.S. dollars actually spent in the transaction. Further, the following are not considered qualifying purchases and will not accrue points: (a) taxes, bag and bottle fees, and other surcharges or fees, and (b) loading any money on a McDonald’s Arch card (gift card), but when a McDonald’s Arch card is used to make a qualifying purchase you will accrue points.

### **Verifying your points balance.**

You can check your points balance in your online services account using the McDonald’s app. Points that you earn may not always immediately post to your account. You are responsible to ensure points from your qualifying purchases are correct. If you believe points from your qualifying purchase were incorrectly calculated, you must notify McDonald’s within six (6) months of the qualifying purchase by providing your receipt to McDonald’s Customer Care. McDonald’s has the sole discretion to determine points in your account and McDonald’s has no liability for any delay or failure to correctly credit points to your account.

### **Exchanging your points for rewards that you choose.**

You can exchange your points for rewards for free products on the Rewards Menu (each a “reward”), which you can then use at participating restaurants. You must use the McDonald’s app or other online services in order to exchange your points for rewards. If you have enough points for a reward, the reward will be unlocked in the online services and available for a points exchange. Potential rewards for which you don’t have enough points may be displayed but locked. Once you select a reward and exchange your points for it, the number of points for that reward will be temporarily deducted from your account and the reward will be displayed in your account. The reward will temporarily remain in your account until you redeem it for a product, and if you do not, it will be converted back to points. When you redeem the reward for which you exchanged points, the points will be permanently deducted from your account. You cannot exchange points for more than one reward at a time. When you redeem your reward for a product, you are obtaining that product directly from the participating restaurant, not from other Members of the McDonald’s system.

### **Other ways to earn and redeem.**

From time to time, McDonald’s may offer new and different ways for you to earn and redeem points, including bonus campaigns or points accelerators. McDonald’s has the sole discretion to offer, change and terminate the different ways to earn and redeem points, including for example, the points associated with bonus campaigns and accelerators. Sometimes earning and redeeming points may be subject to additional terms (“additional terms”) disclosed at the time of the offer.

### **Rewards Menu.**

McDonald’s publishes eligible rewards in the online services and identifies how many points are required for each reward. The Rewards Menu may have multiple reward levels and multiple rewards on each level, which can change from time to time.  McDonald’s makes no promise of the continued availability of any reward, even if it is displayed to you in the online services.  Rewards are available until supplies last at participating restaurants and may be modified, changed and discontinued at any time.

### **Point expiration.**

Points expire on the first (1st) day of the month after the sixth (6th) month from the date such points were earned. Points will be maintained in your online services account until you exchange your points for a reward, or until they expire, whichever occurs first.  If McDonald’s terminates the program, any unused points in your account will expire and be void when the program is terminated. Upon termination of your online services account for any reason (including, but not limited to, whether you choose to close your account or McDonald’s terminates your account for a violation of these terms), all points that you have accumulated in MyMcDonald’s Rewards will immediately expire.

### **Your compliance with the terms.**

McDonald’s has the discretion to invalidate or void points from your online services account, or to suspend or terminate your account (both now and in the future), if McDonald’s believes you improperly obtained points, abused the program or otherwise violated these terms. In that event, you forfeit any points you have accumulated (including properly obtained points) and you forfeit your right to earn points in the future. McDonald’s has the sole discretion to determine your compliance with these terms. McDonald’s determination is final.

### **No rights in points.**

Points are not property and you have no vested right or interest in points. Points have no cash value. Points are not assignable or transferrable between online services accounts or otherwise, and points cannot be combined across accounts, regardless of who registered the account.

### **Changes to MyMcDonald’s Rewards.**

MyMcDonald’s Rewards can change from time to time, so be sure to continue to refer to these terms for the latest details and news. We are also constantly improving the program and we may have exciting new offers.

McDonald’s reserves the right, in its sole discretion, to cancel, change, modify or discontinue MyMcDonald’s Rewards, in whole or in part, including any terms, rules, features, benefits, rewards, conditions of participation, points accruing or accumulation ratio, the points redemption policy, the points expiration policy, or any other aspect of the program at any time, with or without advance notice, even though changes may affect points and rewards already in your account.

McDonald’s may make changes to any element of the program to correct for typographical, printing or other errors and you waive any rights relating to same.  Any changes will become effective immediately upon posting the revisions.  At all times, you are solely responsible for remaining knowledgeable about and in compliance with these terms.

### **Miscellaneous.**

All rewards offered via the program are subject to availability. Some participating restaurants do not sell all products offered as rewards.  Images of products and packaging of rewards are examples only and may not be identical to the product or packaging you receive from a participating restaurant.

## McDonald’s Text Messaging Program Terms & Conditions (USA)

Last Updated: April 23, 2018  
(non-substantive update for accessibility: May 15, 2019)

Important: These text messaging program terms & conditions (USA) apply only if you have opted in to a text messaging program of McDonald’s USA, LLC (“McDonald’s”).

When you opt in to a McDonald’s text message program, you understand and agree that the [Terms and Conditions for McDonald’s Online Services (USA)](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#online-toc-anchor) are incorporated into, and become part of, the McDonald’s Text Messaging Program Terms & Conditions (and both documents are together, the “terms”). The terms contain an [arbitration agreement](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#disputes-anchor), [jury and class action waivers](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#disputes-anchor), [limitations on McDonald’s liability](https://www.mcdonalds.com/us/en-us/terms-and-conditions.html#limitations-anchor) and other provisions that affect your legal rights regarding McDonald’s text messaging program. Please carefully read and understand these terms.

You understand and agree that McDonald’s text messaging program is considered an “online service” under the terms.

### **1. Text Messaging Program Terms and Conditions**

#### **About the Program.**

This is a standard rate text message program. By subscribing to McDonald’s text messaging program, you consent to receiving text marketing messages at the mobile number you provided using automated technology from or on behalf of McDonald’s (and its agencies and services providers) via short code (58585), and understand that consent is not a condition of purchasing any property, goods, or services. [McDonald’s Privacy Statement](https://www.mcdonalds.com/us/en-us/privacy.html) describes how we collect, use, and share information.

#### **Charges and Fees.**

McDonald’s does not charge for its text message program; however, your mobile carrier’s message and data rates may apply. Message frequency varies. To participate in McDonald’s text messaging program, you must have a text messaging enabled mobile device with a current text messaging plan. Please contact your mobile carrier for information about your text messaging plan. All related charges and fees are billed by and payable to your mobile service provider. Your mobile carrier may impose message or charge limitations on your account that are outside our control.

#### **Franchisee text marketing programs.**

Many of our restaurants are owned and operated by franchisees. These terms do not apply to any of our franchisees’ text marketing programs. If you are receiving text messages from a McDonald’s franchisee, you will need to opt out from them directly. Each franchisee is solely and independently responsible for its legal and regulatory compliance.

### **2. How to Use the Text Messaging Service**

#### **For Help.**

If you need assistance, send HELP to 58585 at any time to receive program contact information.

#### **How to Opt-In.**

To opt into McDonald’s text messaging program, you can text JOIN or another McDonald’s provided keyword to 58585 to begin your subscription.

#### **How to Opt-Out.**

To stop receiving text messages from McDonald’s text STOP (you may also text QUIT, END, CANCEL, or UNSUBSCRIBE) to 58585 to opt out of McDonald’s text messaging program. You can also opt out by contacting us at the phone number or email address below. Opting out of one form of communication does not mean you’ve opted out of other forms as well. For example, if you opt out of receiving text messages, you may still receive marketing email messages if you’ve opted in to receiving them. Please note that if you are receiving text messages from a McDonald’s franchisee, then you will need to opt out from them directly.

#### **What Keywords You can Use.**

At any time, you can text the following to us: JOIN, HELP, STOP, QUIT, END, CANCEL, or UNSUBSCRIBE. From time to time, McDonald’s may also provide other keywords.

### **3. Contact Us**

If you have additional questions or comments, please contact us at [www.mcdonalds.com/contact](https://www.mcdonalds.com/us/en-us/contact-us.html), call us at (866) 970-0106, or email us at [contact.privacy@us.mcd.com](mailto:contact.privacy@us.mcd.com).