

MONOPOLY® 2008 Game at McDonald's®

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. PROMOTION DESCRIPTION. The MONOPOLY 2008 Game at McDonald's consists of an online "Pre-Promotion Sweepstakes", an "In-Store Game" and an "Online Game". The In-Store Game is available at participating McDonald's restaurants in the fifty (50) United States and DC ("**U.S.**"); Puerto Rico, Guam, Saipan, American Samoa (collectively with the U.S., the "**Domestic Territory**"); and Canada (collectively with the Domestic Territory, the "**Territory**"). Void where prohibited. The Pre-Promotion Sweepstakes and the Online Game are only available in the U.S. The In-Store Game, the Online Game and the Pre-Promotion Sweepstakes are collectively referred to as the "**Game**" in these Official Rules. As set forth more fully elsewhere in these Official Rules, there are five ways to play the Game:

- A. **Pre-Promotion Sweepstakes** – obtain an entry by using a FREE Code to register for the Online Game taking place in the U.S.;
- B. **Collect & Win** – win by collecting Game Stamps to form "Winning Combinations" as part of the In-Store Game;
- C. **Instant Win** – win instantly with "Instant Win Game Stamps" as part of the In-Store Game;
- D. **Guaranteed Bonus** – get Foot Locker® Bonus Offers or Instant Win Prizes as part of the In-Store Game in the Domestic Territory; and
- E. **Online Game** – use the 10-digit Code found on MONOPOLY Game Stamps (except Guaranteed Bonus Game Stamps) to play MONOPOLY online for more chances to win instantly and/or by collecting "Online Winning Combinations" as part of the Online Game taking place in the U.S.

The Promotion computer is the official time keeping device for the Game. Except as otherwise specifically stated herein, all times in these Official Rules shall be United States Eastern Time (ET). Whether that time is Eastern Standard Time or Eastern Daylight Savings Time will depend on the "time change" dates that occur during the Game. A day is defined as the 24-hour period starting at 12:00:00 (midnight) and ending the following 11:59:59 p.m. (a "**Day**"). An hour is defined as starting on the hour and ending at the beginning of the next hour. A quarter hour is defined as each 15 minute segment that comprises one hour. The Pre-Promotion Sweepstakes begins at 12:00:00 (midnight) on or about September 23, 2008 and ends at 11:59:59 p.m. on October 6, 2008 ("**Pre-Promotion Period**"). The In-Store Game begins on or about October 7, 2008 and is scheduled to end in the Domestic Territory on or about November 3, 2008, or while distribution supplies last. The Online Game begins on October 7, 2008 at 12:00:00 (midnight) and ends November 17, 2008 at 11:59:59 p.m. (the "**Online Game Play Period**"). The Game is being conducted in the Domestic Territory in accordance with these Official Rules. The Game is being conducted in Canada by McDonald's Restaurants of Canada Limited, and persons who participate in the Game in Canada are subject to the Canadian Official Rules, available at participating McDonald's restaurants in Canada and online at www.playatmcd.ca. By participating in the Game in the Domestic Territory, each participant, and his or her parent or legal guardian, if the participant is an eligible minor, unconditionally accepts and agrees

to comply with and abide by these Official Rules and the decisions of McDonald's USA, LLC ("**Sponsor**"), which shall be final and binding with respect to all aspects of the Game in the Domestic Territory. Sponsor in its sole and absolute discretion may engage various third parties to administer various aspects of the Game on its behalf.

2. WHO IS ELIGIBLE TO PLAY. The In-Store Game is open only to residents of the Territory. The Pre-Promotion Sweepstakes and Online Game are open only to residents of the U.S. who are 13 years of age or older as of September 23, 2008. Persons in any of the following categories are NOT eligible to participate or win prizes in the Game: (a) any person who on or after April 1, 2008, was or is a McDonald's restaurant franchise owner or employee or a director, officer, employee, agent, or independent contractor of: Sponsor; Hasbro, Inc.; Foot Locker Retail, Inc., Shell Oil Products US, The Coca Cola Company, EA Mobile and Wayport, Inc. (collectively, the "**Prize Suppliers**"); any of their respective parent companies, subsidiaries, affiliated companies or service agencies; and any entities retained by Sponsor for the administration of the game; (b) individuals who are engaged in the development, production or distribution of Game materials; or the prize supply for the Game; and (c) persons who are immediate family members (defined as spouse, IRS dependent, or biological, adoptive or step- mother, father, sister, brother, daughter or son) of, or who reside in the same household as, any person in any of the preceding categories. The transfer of Game materials by an ineligible person to an eligible person is strictly prohibited, except that an In-Store Game participant who is under the age of 13 can transfer Game materials obtained in-store to his/her parent/legal guardian but only for the purpose of playing the Online Game.

3. HOW TO OBTAIN A GAME BOARD AND GAME PIECE. Obtain an Official Game Board ("**Game Board**"), while supplies last, at: (a) participating McDonald's restaurants; (b) participating Foot Locker®, Lady Foot Locker® or Kids Foot Locker® stores (collectively, the "**Foot Locker Stores**") in the Domestic Territory; and online at footlocker.com®, ladyfootlocker.com® or kidsfootlocker.com® (collectively the "**Foot Locker Websites**"); (c) online at PlayatMcD.com (the "**Website**"). Official MONOPOLY Game Pieces (each, a "**Game Piece**") and/or Guaranteed Bonus Game Pieces (each, a "**Guaranteed Bonus Game Piece**") can be obtained as follows, while distribution supplies last (the following methods collectively referred to as "**Legitimate Channels**"):

A. With Purchase. Get a Game Piece (consisting of two MONOPOLY Game Stamps [each a "**Game Stamp**"]) by visiting a participating McDonald's restaurant in the Domestic Territory and purchasing one of the following food items (where available) on specially-marked packaging: (1) Medium and Large Fountain Drinks; (2) Medium and Large Premium Roast Coffee (excludes Iced Coffee and Specialty Coffee beverages); (3) Hash Browns; (4) Big Mac® Sandwich; and (5) Angus Burger Sandwiches (where available). Game Pieces are not available on Premium Roast Coffee in Puerto Rico. Get a Guaranteed Bonus Game Piece (consisting of two MONOPOLY Game Stamps plus one Guaranteed Bonus Game Stamp [collectively, a "**Guaranteed Bonus Game Piece**"]) by visiting a participating McDonald's restaurant in the Domestic Territory and purchasing one of the following food items (where available) on specially-marked packaging: (1) Large French Fries; (2) Premium Chicken Sandwiches; (3) Southern Style Chicken Sandwich; and (4) McSkillet® Burrito. Southern Style Chicken Sandwich is not available in Puerto Rico, Guam or Saipan. McSkillet Burrito is not available in Puerto Rico. Guaranteed Bonus Game Pieces are not available on Southern Style Chicken Biscuit, in Canada, or at Wal-Mart® or non-Shell oil alliance McDonald's restaurants. As the Game progresses, some participating McDonald's

restaurants may run out of Game Pieces and/or Guaranteed Bonus Game Pieces before others. Similarly, some forms of specially-marked packaging may run out before others.

B. Without Purchase. To participate without making a purchase, mail a legibly handwritten (in blue ink), self-addressed, stamped envelope (“**SASE**”) with sufficient postage and a return address (first and last name, street address, city, state, and zip or postal code) to: MONOPOLY 2008 Game at McDonald’s, Free Game Piece Request, P.O. Box 49153, Strongsville, OH 44149-0153. **DO NOT SEND POTENTIAL WINNING GAME STAMPS, COMMENTS OR QUESTIONS TO THIS ADDRESS.** One (1) Guaranteed Bonus Game Piece will be mailed in response to each Domestic Territory request that complies with the requirements of these Official Rules, while supplies last. Mail-in requests must be postmarked no sooner than September 23, 2008 and must be postmarked by November 3, 2008 and received by Sponsor no later than November 7, 2008. If the In-Store Game runs long, these dates are subject to a corresponding extension. Requests from Vermont (“**VT**”) residents that are postmarked in VT may omit return postage. Requests from VT residents that are postmarked outside of VT and omit return postage may be required to provide proof of VT residency to Sponsor’s reasonable satisfaction before requests are fulfilled. Each request must be sent in a separate outer mailing envelope with the requestor’s first and last name, street address, city, state and zip or postal code (name and address must match the return name and address on SASE) written legibly in the upper left hand corner of the outer envelope. Requests that are sent in business reply envelopes, that utilize address labels or stickers, that are photocopied, hand-stamped, computer-generated or otherwise mechanically produced or reproduced, that are not mailed in separate outer mailing envelopes, or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will forfeit any corresponding postage and unused envelopes. If you have a disability that you believe prevents you from participating in the Game, contact 1-866-921-0829 for assistance.

The purchase, sale, trading, or barter of Game Pieces, Game Stamps, Guaranteed Bonus Game Pieces or Guaranteed Bonus Game Stamps, or Codes via online or live auctions, or any other methods, does not constitute Legitimate Channels.

4. HOW TO PLAY.

A) Pre-Promotion Sweepstakes. To participate in the Pre-Promotion Sweepstakes you must have a FREE Code, offered during the Pre-Promotion Period. FREE Codes can be obtained (a) on Game Boards and select McDonald’s packaging while supplies last; (b) directly on the landing page of the Website (PlayatMcD.com); (c) in various partner communications; and (d) use the FREE Code “I6L6V4N4T2”. You can play the FREE Code via your mobile device; however, you must go online and complete your registration during the Pre-Promotion Period in order to receive your Sweepstakes entry. When you have obtained the FREE Code, access the Website (PlayatMcD.com) and follow the directions to register. After you complete the registration and input the FREE Code, click on the “Submit” button, and when your FREE Code submission and online registration are received and recorded by the Promotion computer during the Pre-Promotion Period, you will receive one entry into the Pre-Promotion Sweepstakes for a chance to win a \$100,000 Prize in a random drawing that will take place on or about October 7, 2008 by independent judges. Limit one Pre-Promotion Sweepstakes entry per eligible person and/or My Monopoly Account and/or e-mail address regardless of number of FREE Codes entered. Odds of winning depend on the number of eligible entries received. Potential

Winner will be contacted by telephone and a traceable method of mail and will be required to complete and return all required documents in three (3) days or said potential winner may be disqualified, forfeit the prize and an alternate winner will be selected. The Pre-Promotion Sweepstakes is available in the U.S. only and is subject to all requirements, terms and conditions of these Official Rules.

B) In-Store Game. Obtain a Game Piece or Guaranteed Bonus Game Piece and carefully peel back each Game Stamp and Guaranteed Bonus Game Stamp (as applicable) to determine if it reveals an instant win prize, a MONOPOLY property or a Guaranteed Bonus.

(i) Instant Win. If a Game Stamp reveals a prize identified in these Official Rules as an Instant Win prize (an "**Instant Win Game Stamp**"), then the participant is the potential winner of that prize, subject to verification of the Instant Win Game Stamp and the participant's compliance with these Official Rules. See Rule 9 "HOW TO REDEEM/DEADLINES".

(ii) Collect & Win. If the Game Stamp reveals a MONOPOLY property (each, a "**Collect & Win Game Stamp**"), participant can combine the Collect & Win Game Stamp with other Collect & Win Game Stamp(s) they collect to potentially form a Winning Combination. The property name and stamp number of the Collect & Win Game Stamps that must be collected in order to form a Winning Combination (each, a "**Winning Combination**") can be found on the Game Board, on individual Collect & Win Game Stamps, and in Rule 5B. If a participant collects a Winning Combination, such participant is the potential winner of the corresponding prize identified in these Official Rules, subject to verification of the Collect & Win Game Stamps and the participant's compliance with these Official Rules. To win a Collect & Win prize, a participant must have ALL of the original Game Stamps that make up the Winning Combination. Sponsor will not honor and is not responsible for Game Stamp combinations that are incomplete. See Rule 9 "HOW TO REDEEM/DEADLINES".

(iii) Guaranteed Bonus. Guaranteed Bonus Game Stamps will reveal: (a) a Foot Locker Shopping Spree, awarded as Foot Locker gift cards which can be used toward the purchase of Foot Locker merchandise at participating Foot Locker Stores or online at the Foot Locker Websites; or (b) Foot Locker discounts in 10%, 15% or 25% denominations which can be combined to a maximum of 25% off per purchase, non-sale items only, at participating Foot Locker Stores or online at the Foot Locker Websites. Prize Supplier Terms and Conditions and restrictions apply. See Rule 5C for Guaranteed Bonus Prize descriptions and Guaranteed Bonus Offer descriptions and Rule 8 for Prize Supplier Terms and Conditions.

C) Online Game. Each MONOPOLY Game Stamp (excluding Guaranteed Bonus Game Stamps) is printed with a unique 10-digit code (each, a "**Code**") and is valid for one play in the Online Game. Once registered, by following the directions on the Website, participants have access to a virtual MONOPOLY Game Board where they can select a MONOPOLY game token and roll the virtual dice for the chance to win. All participants start the game on GO. To play Online you must have a valid Code and a valid e-mail address. There are two ways to play the Online Game: (1) at the official Website (PlayatMcD.com) and (2) using a text-capable mobile device. **Via the Website:** Access PlayatMcD.com. You will be required to enter a valid Code (or FREE Code) followed by your e-mail address and birth date. Then complete the registration fields: first and last name; e-mail address; home phone number; zip code; enter a password and confirm it; enter the alpha-numeric security

cipher shown; and you can opt in for text play by following the instructions, with the mobile device phone number that you will use. During registration you can also select 'remember me' so when you return, you will only need to input a valid Code or FREE Code and password. If you're playing on a public computer, don't check 'remember me' and be sure to sign off the computer when you are finished. You will also be required to acknowledge that you have read and agreed to the Official Rules. A valid Code must be typed into the Code input field exactly as it appears on your Game Stamp or it will not be accepted. A Code is only valid for one submission (except for FREE Codes which can be used by more than one player). When you click on the submit button, and when your Code submission is received and recorded by the Promotion computer, you will receive one Online Game play. **To Play By Text Message:** Using your text-capable mobile device's keypad, text the Code on your Game Stamp to Short Code 96363 (the "**Short Code**"). Then follow prompts to submit your 4-digit birth year and agree to the Official Rules. When your Code is received and recorded by the Promotion computer you will receive one Online Game play. Text message participants will receive their play result and a 5-digit Personal Identification Number ("PIN"). (You enter the PIN to tie your mobile device phone number to your virtual MONOPOLY Game Board if you haven't already. The PIN can be entered in one of three ways: (a) on the page that appears during registration if you select mobile play; (b) in the field provided in your "My Monopoly Account" and (c) in the window that appears to remind you to tie your virtual MONOPOLY Game Board to your mobile device phone number online.) Once a text message participant who hasn't registered at the Website has submitted eight (8) Codes by text message, or has received a text message advising that the participant is a potential prize winner (whichever comes first) the participant must access the Website, and complete the online registration including their PIN. This will assure that your Online Game play at the Website and by text are recorded using the same My Monopoly Account. When you play by text message your mobile device's phone number will automatically be recorded by the Promotion computer. If you change your mobile device phone number you must update it by following the online directions to access your My Monopoly Account to change your mobile device phone number. You will also receive a new PIN and you will be required to tie the new mobile device phone number to your virtual MONOPOLY Game Board within eight (8) plays if you play on it prior to changing it in your My Monopoly Account section. A mobile device phone number may only be changed once. Neither Sponsor, nor any other entity or person will be responsible for your failure to keep your mobile device phone number current. You can opt-out of mobile device play at any time by texting the word STOP to 96363. Opting out of text message play will have no effect on your ability to participate or win, and you can continue to play online. By playing by text message you are agreeing to receive text messages from the Sponsor related to the Online Game. **YOUR WIRELESS PLAN'S TEXT MESSAGING CHARGES APPLY.**

Online And Text Message Limitations: Limit one registration/sign-up/My Monopoly Account per person and/or e-mail address and/or mobile device phone number. Any participant who attempts to secure more than one registration by using different names, addresses, e-mail addresses or mobile device phone numbers, or uses any device or artifice to circumvent these Official Rules may be disqualified and ALL of their online plays including winning plays will be forfeited. Limit ten (10) Codes per day, inclusive of all Online Game entry methods. If a participant's plays exceed the daily play limit on any day for any reason whatsoever, the plays will be recorded on that day and the number of plays over the limit will be deducted from the next day(s) play limit. **FREE Codes.** A FREE Code allows Online Game participants to register and collect one property, but will not trigger a win. A FREE Code is valid during Pre-Promotion Period and for the duration of the Online Game. FREE Codes can be used only once per person and/or e-mail address/My Monopoly Account/mobile device phone number, and will not count against daily play limits. However, FREE Codes can be used by multiple

participants. A participant will be entitled to roll the virtual dice once for every valid Code that is received and recorded by the Promotion computer. Upon rolling the virtual dice, the participant's game token will automatically move the corresponding number of spaces. A participant can elect to play via "Quick Code Entry" which allows a participant to enter a valid Code and see the play result without viewing the Board. **My Monopoly Account:** When you register online a My Monopoly Account will be created for you. The Account will contain information about your online play activity record, for example, but not limited to: the Codes that you have played; the Collect & Win properties you have accumulated; the prizes for which you are a potential winner; and the prizes you have won. The preferences you selected when you registered, and your mobile device phone number (if you choose to play via text on your mobile phone) will also be maintained in your Account. You can access your My Monopoly Account by clicking on the log-in link on the Website landing page and inputting your e-mail address and password. When you view your My Monopoly Account page by following the directions, you will be able to change your personal preferences and mobile device phone number, but you will not be able to change your play activity record. While reasonable efforts will be made to record, maintain and keep current the information in your My Monopoly Account, due to technical or other errors or failures the information may not always be current and accurate; and there will be no responsibility or liability for any such information. **Passwords:** You are solely responsible for the security of your e-mail address and password. You should take precautions to keep your password private to prevent unauthorized use. Neither Sponsor nor any other person or entity will be responsible for any losses, damages or consequences you may suffer due to careless or unauthorized use of your password.

The Online Game consists of the following components:

(i) Online Collect & Win. If a participant's game token moves to one of the MONOPOLY properties on the virtual MONOPOLY Game Board, the token will appear on the current location and will be stored in the participant's registration file and reflected in the participant's My Monopoly Account. If a participant collects all the properties required for an Online Winning Combination, a message will announce that the participant is a potential winner of an Online Collect & Win Prize (subject to verification of both the Game Stamps whose Codes completed the Online Winning Combination and the participant's compliance with these Official Rules), and an e-mail will be sent with redemption instructions that the participant must follow to claim the prize. Rule 6B lists the virtual MONOPOLY property names that correspond to each Online Winning Combination. In-Store Game Collect & Win Game Stamps cannot be combined with Online Game MONOPOLY properties and/or *vice versa*.

(ii) Online Instant Win – GO, Community Chest, Chance and Free Parking
If a participant's game token moves to GO, Chance, Community Chest, or Free Parking, a message will announce that the participant is a potential winner of the prize shown (subject to verification of both the Game Stamp whose Code triggered the winning roll and the participant's compliance with these Official Rules) and an e-mail will be sent with redemption instructions that the participant must follow to claim the prize.

5. IN-STORE GAME PRIZES / ODDS / DETAILS. The odds of winning Collect & Win prizes are based upon obtaining the complete Winning Combination. The number of prizes available at the beginning of the Game will change as the Game is played and prizes are awarded. Approximately 591,287,650 total

Game Pieces are available for distribution in the Territory. Approximately 50,382,000 are available in Canada and 540,905,650 in the Domestic Territory, including approximately 96,419,650 Guaranteed Bonus Game Pieces in the Domestic Territory. No Guaranteed Bonus Game Pieces are available outside the Domestic Territory, or at Wal-Mart® and non-Shell oil alliance McDonald's restaurants.

A) In-Store Game Instant Win Prizes.

Food Prizes. Average Retail Values ("ARV") of McDonald's Food Prizes (each, a "Food Prize") are based on Sponsor's average menu board prices as of July 1, 2008. Medium French Fries ARV: \$1.49; any Large Beef Sandwich (excluding Angus Burger sandwich) ARV: \$2.51; any Breakfast Extra Value Meal® ARV: \$3.77; Small McFlurry® ARV: \$2.30 or Fruit 'n Yogurt Parfait ARV: \$1.00; Small Soft Drink ARV: \$1.00 or Small Premium Roast Coffee ARV: \$1.10; and any Breakfast Sandwich (excluding McSkillet® Burrito) ARV: \$2.21. The odds of winning a Food Prize over the course of the Game are approximately 1 in 6.

Low-Level:

Fifty Dollars (\$50). One thousand (1,000) prizes are available. Each winner will receive a check in the amount of fifty dollars (\$50). Odds of winning approximately 1 in 591,288. (ARV: \$50 each)

High-Level:

Twenty-Five Thousand Dollars (\$25,000). Five (5) prizes are available. Each winner will receive a check in the amount of twenty-five thousand dollars (\$25,000). Odds of winning approximately 1 in 118,257,530. (ARV: \$25,000 each)

One Hundred Thousand Dollars (\$100,000). Twelve (12) prizes are available. Each winner will receive a check in the amount of one hundred thousand dollars (\$100,000). Odds of winning approximately 1 in 49,273,971. (ARV: \$100,000 each)

B) In-Store Game Collect & Win Prizes.

Low-Level:

Water Works (Stamp #279) & Electric Company (Stamp #280). Five thousand (5,000) prizes are available. Each winner will receive a check in the amount of fifty dollars (\$50). Odds of winning are approximately 1 in 639,300. (ARV: \$50 each)

Mediterranean Avenue (Stamp #251) & Baltic Avenue (Stamp #252). Five hundred (500) prizes are available. Each winner will receive a check in the amount of one hundred dollars (\$100). Odds of winning are approximately 1 in 5,701,000. (ARV: \$100 each)

Reading Railroad (Stamp #275), Pennsylvania Railroad (Stamp #276), B&O Railroad (Stamp #277) & Short Line (Stamp #278). One hundred (100) prizes are available. Each winner will receive a check in the amount of five hundred dollars (\$500). Odds of winning are approximately 1 in 311,389,700. (ARV: \$500 each)

Mid-Level:

Oriental Avenue (Stamp #253), Vermont Avenue (Stamp #254) & Connecticut Avenue (Stamp #255). One hundred (100) prizes are available. Each winner will receive a check in the amount of one thousand dollars (\$1,000). Odds of winning are approximately 1 in 106,921,400. (ARV: \$1,000 each)

St. Charles Place (Stamp #256), States Avenue (Stamp #257) & Virginia Avenue (Stamp #258). One hundred (100) prizes are available. Each winner will receive a check in the amount of two thousand dollars (\$2,000). Odds of winning are approximately 1 in 106,921,400. (ARV: \$2,000 each)

St. James Place (Stamp #259), Tennessee Avenue (Stamp #260) & New York Avenue (Stamp #261). Ten (10) prizes are available. Each winner will receive a check in the amount of five thousand dollars (\$5,000). Odds of winning are approximately 1 in 307,947,900. (ARV: \$5,000 each)

High-Level:

Kentucky Avenue (Stamp #262), Indiana Avenue (Stamp #263) & Illinois Avenue (Stamp #264). Ten (10) prizes are available. Each winner will receive a check in the amount of ten thousand dollars (\$10,000). Odds of winning are approximately 1 in 307,947,900. (ARV: \$10,000 each)

Atlantic Avenue (Stamp #265), Ventnor Avenue (Stamp #266) & Marvin Gardens (Stamp #267). Four (4) prizes are available. Each winner will receive a check in the amount of twenty five thousand dollars (\$25,000). Odds of winning are approximately 1 in 769,869,600. (ARV: \$25,000 each)

Pacific Avenue (Stamp #268), North Carolina Avenue (Stamp #269) & Pennsylvania Avenue (Stamp #270). Four (4) prizes are available. Each winner will receive a check in the amount of fifty thousand dollars (\$50,000). Odds of winning are approximately 1 in 769,869,600. (ARV: \$50,000 each)

Golden Avenue (Stamp #271) & Arches Avenue (Stamp #272). Sixteen (16) prizes are available. Each winner will receive a check in the amount of one hundred thousand dollars (\$100,000). Odds of winning are approximately 1 in 178,065,100. (ARV: \$100,000 each)

Park Place (Stamp #273) & Boardwalk (Stamp #274). One (1) prize is available. The winner will receive a one million dollar (\$1,000,000) annuity payable as \$50,000 per year over 20 years with no interest. Odds of winning are approximately 1 in 591,287,650. (ARV: \$1,000,000 at maturity)

C. Guaranteed Bonus Prizes and Discounts.

Foot Locker Gift Card. One hundred fifty (150) prizes are available. Each winner will receive a one thousand dollar (\$1,000) Foot Locker Gift Card. Odds of winning are approximately 1 in 3,941,918. (ARV: \$1,000 each)

Guaranteed Bonus Discounts. The following Foot Locker discounts are available: (24,104,875) 10% off; (24,104,875) 15% off; (48,209,750) 25% off the total cost of all items included in a single purchase at any participating Foot Locker Stores or online at the Foot Locker Websites. Non-sale items only. Discounts can be combined to a maximum of 25% off. Some exclusions may apply.

6. ONLINE GAME PRIZES / ODDS / DETAILS. The time of successful Code submission will determine whether a participant is a potential winner in the Online Game of a prize. The first person to execute a successful Code submission that is received and recorded by the Promotion computer on or after a randomly designated potential winning time (each a "**Winning Time**") may see their game token automatically move to a potential winning space on the virtual MONOPOLY Game Board. Prizes in the Online Game are randomly seeded to be available to be won at designated Winning Times throughout each Day during the Online Game Play Period based on projected traffic patterns. As a result, more of some prizes for any Day are allocated between 12:00:01 p.m. and 7:59:59 p.m. when user activity is expected to be the highest. Twenty eight (28) \$100,000 daily prizes are seeded online 10/7/08 – 11/3/08. One per Day (12:00:00 [midnight] to 11:59:59 pm ET). The odds for winning any prize in the Online Game depend on the random Winning Time selected for that prize to be available to be won, and the time any participant's play is received and recorded by the Promotion computer. For Online Prizes (excluding the \$100,000 daily prize and prizes corresponding to the Community Chest or GO positions on the Game Board), if no plays at the designated Winning Time are received and recorded by the Promotion computer, the prize will remain available until it is awarded or the next Winning Time occurs, whichever is sooner. If the prize corresponds to the \$100,000 daily prize, Community Chest or GO positions on the Game Board, it will expire if no plays are received and recorded by the Promotion Computer at the designated Winning Time. Daily, hourly and quarter hourly prizes may be available at any time during the applicable Day, hour or quarter hour and, once won, will not be available again until the next Day (for daily prizes) or hour (for hourly prizes) or quarter hour (for quarter hourly prizes).

A. Online Game – Instant Win Prizes/Rewards.

Game Board Position – Community Chest. Four million four hundred thousand (4,400,000) rewards are available. Each winner will receive twenty five (25) My Coke Rewards points. The points have no cash value and are only redeemable for offered rewards via the My Coke Rewards program. See mycokerewards.com for redemption and Rules. (ARV: \$0)

Game Board Position – Chance. One thousand nine (1,009) prizes are available. Each winner will receive a one hundred dollar (\$100) footlocker.com electronic reward card valid for purchases online only at the Foot Locker Websites. (ARV: \$100 each)

Game Board Position – GO. One Million (1,000,000) prizes are available. Each winner will receive one continuous hour of Wayport, Inc. Wi-Fi time valid at participating McDonald's restaurants in the U.S. (ARV: \$2.95 each).

Game Board Position – Free Parking Jackpot. Four-thousand thirty-six (4,036) prizes are available. Each winner will receive a \$50 Shell Refillable Gift Card which can be used only for purchases of goods and services at Shell locations in the U.S. Prize may be awarded as a \$50 pre-paid Master Card in NJ, VA and areas where Shell fuel and products are not available. (ARV: \$50 each)

B) Online Game – Collect & Win Prizes.

Low Level:

Mediterranean Avenue & Baltic Avenue. Ten (10) prizes are available. Each winner will receive a check in the amount of fifty dollars (\$50). (ARV: \$50 each)

Reading Railroad, Pennsylvania Railroad, B&O Railroad & Short Line. Ten (10) prizes are available. Each winner will receive a check in the amount of one hundred dollars (\$100). (ARV: \$100 each)

Oriental Avenue, Vermont Avenue & Connecticut Avenue. Ten (10) prizes are available. Each winner will receive a check in the amount of five hundred dollars (\$500). (ARV: \$500 each)

Mid Level:

St. Charles Place, States Avenue & Virginia Avenue. Ten (10) prizes are available. Each winner will receive a check in the amount of one thousand dollars (\$1,000). (ARV: \$1,000 each)

St. James Place, Tennessee Avenue & New York Avenue. Ten (10) prizes are available. Each winner will receive a check in the amount of two thousand dollars (\$2,000). (ARV: \$2,000 each)

Kentucky Avenue, Indiana Avenue & Illinois Avenue. One (1) prize is available. The winner will receive a check in the amount of five thousand dollars (\$5,000). (ARV: \$5,000)

High Level:

Atlantic Avenue, Ventnor Avenue & Marvin Gardens. One (1) prize is available. The winner will receive a check in the amount of ten thousand dollars (\$10,000). (ARV: \$10,000)

Pacific Avenue, North Carolina Avenue & Pennsylvania Avenue. One (1) prize is available. The winner will receive a check in the amount of twenty-five thousand dollars (\$25,000). (ARV: \$25,000)

Park Place & Boardwalk. Twenty-Eight (28) daily prizes are available, one (1) each Day between October 7, 2008 and November 3, 2008. Each winner will receive a check in the amount of one hundred thousand dollars (\$100,000). (ARV: \$100,000 each)

7. GENERAL PRIZE RESTRICTIONS. PRIZES NOT CLAIMED OR THAT ARE FORFEITED, WILL NOT BE AWARDED. All ARVs in these Official Rules are stated in U.S. Dollars. Monetary prizes won in the Domestic Territory will be awarded as a check, pre-paid card, gift card or reward card as applicable in U.S. dollars, and monetary prizes won in Canada will be awarded in the form of a check in Canadian dollars. A prize is deemed won in the winner's country of residence. Residents of the Domestic Territory will be deemed to reside in the U.S. for purposes of determining prize currency. All prizes and rewards redeemed online are awarded subject to the terms and conditions applicable to such prize as set forth on the Prize Supplier's website in each instance. All details and other restrictions of prizes not set forth in these Official Rules will be determined by Sponsor in its sole discretion and will be provided to the applicable prize winner upon award of the prize. No interest will be paid on any cash prizes. No cash alternative or

substitution of any prize will be provided (other than as may be expressly provided in the prize descriptions above), except Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or greater value if any prize cannot be awarded as described due to unavailability for any reason. Prizes will be delivered only to an address in the Territory. All income taxes (including, without limitation, federal, state, and local income taxes) on or connected with any prize, and the reporting consequences thereof, are solely the responsibility of respective winners. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due. Expenses not stated for any prize are the sole responsibility of the winner. If a potential winner cannot accept a prize as stated that prize will be forfeited in its entirety. If a winner is a minor in his/her jurisdiction of residence, a prize may be awarded in the name of, or to, winner's parent/legal guardian who must execute all documents and agree to all obligations and undertakings of a winner, both on behalf of himself/herself and the winner, or the prize may be forfeited in its entirety.

8. PRIZE SUPPLIER TERMS AND CONDITIONS.

A. Foot Locker. Foot Locker discounts, Electronic Reward Cards and Gift Cards can be redeemed at participating Foot Locker Stores or online at the Foot Locker Websites. Guaranteed Bonus Game Stamps for Foot Locker discounts must be presented at time of purchase in-store and cannot be used in conjunction with any other coupon, discount offer or associate benefit, VIP Platinum Rewards cards, the School Rewards Program, stock locator or multiple offers. Not redeemable for cash and may not be reproduced, copied, purchased or sold. Applicable taxes, shipping and handling must be paid by bearer. Cannot be applied to previous purchase, open orders, purchase of gift card, or catalog purchases, or bulk purchases (more than five pairs/units of the same SKU) or used at House of Hoops by Foot Locker store. Valid for one use only. Void where prohibited, licensed or regulated. Valid at participating store locations in the Domestic Territory and at the Foot Locker Websites. Discount is applied to the total non-sale items purchase amount before taxes, shipping and handling. Discounts can be combined per purchase to a maximum of 25% off. Some exclusions apply – see store associate or online product detail pages. To redeem at Foot Locker Websites, enter the unique twelve (12) digit code found on each Foot Locker discount in the promotion/source code box location on the shipping methods page, during the online checkout process. Foot Locker discounts expire 11:59 p.m. CT December 31, 2008. Foot Locker Electronic Reward Cards expire at 11:59 p.m CT on 1/31/09.

B. Shell Refillable Gift Cards. The Shell Refillable Gift Card can be used only for purchases of goods and services at Shell locations in the U.S. Card cannot be redeemed for cash and no change will be given, except in those states that require redemption for cash. Except in certain circumstances, the value on this Card will not be replaced if the Card is lost, stolen, or destroyed. Replacement fees may apply. For questions regarding your Shell Refillable Gift Card, visit www.shellgiftcard.com.

C. My Coke Rewards® Points. An account (existing or new) at www.mycokerewards.com® is necessary to redeem points for merchandise. You can choose any item available for which you have accumulated sufficient points for redemption. Points have value only within the My Coke Rewards program and must be posted into your account (existing or new) by 11:59 p.m. CT on 12/31/08. There is no cost to open or maintain a My Coke Rewards account. Points are not transferrable or redeemable for cash and accounts will be terminated and points forfeited after 90 days of inactivity. Points can only be

redeemed for offered rewards via the My Coke Rewards program. Subject to all rules found at mycokerewards.com.

D. Wayport, Inc. Wi-Fi Access. Each code provided within a winner's e-mail notification is redeemable online at any one of the approximate ten thousand (10,000) Wi-Fi enabled McDonald's restaurants, powered by Wayport, Inc., for one (1) hour of continuous wireless access. A winner e-mail notification will be sent at time of win with code redemption instructions. The code is not transferable or redeemable for cash. Each code may be redeemed for one (1) hour of continuous wireless access. The one hour of free access begins immediately upon redemption and any unused portion of the one hour period is forfeited. Log in will be required after the expiration of the one hour free access period. The code and the free internet access will each expire at 11:59 pm CT on 1/17/09. Terms and conditions apply. Subject to Wayport, Inc's. Terms and Conditions and Acceptable Use Policy.

9. HOW TO REDEEM / DEADLINES. Using a Code to play the Online Game makes it possible to win two (2) prizes using the SAME Game Stamp – for example, the SAME Game Stamp could reveal an instant win prize or be part of a Winning Combination in the In-Store Game, and also trigger an Online Instant Win prize or an Online Winning Combination in the Online Game. If this occurs, the potential winner must submit the required Prize Claim Documents (see Rule 9H) and Game materials and otherwise comply with these Official Rules for both prizes. If the Official Rules require the submission of a winning Game Stamp for both claims, submit the original winning Game Stamp for the In-Store prize and submit a true copy of the winning Game Stamp with online claim materials.

A. In-Store Game – Food Prizes. Food Prizes may be redeemed at any participating McDonald's restaurant in the Domestic Territory outside of Canada on or before November 17, 2008, or the date which is fourteen (14) days after the In-Store Game officially ends, whichever is later, and may be redeemed only during the hours the menu item is served and only on a future visit. Food Prize Instant Win Game Stamps are subject to verification and are not valid in combination with any other offer, discount or combo meal. Limit one (1) Food Prize per eligible person per visit. Instant Win Game Stamps must be presented for redemption before the food order is placed. Participating McDonald's restaurants reserve the right to substitute a menu item of equivalent or greater retail value for the Food Prize specified. Participants should play the Online Game before redeeming Food Prizes, as the Game Stamp, including the Code, must be surrendered at the time of the Food Prize redemption and will thereafter be deemed invalid.

B. Guaranteed Bonus. Foot Locker Discounts can be combined per purchase to a maximum of 25% off. Some exclusions apply – see store associate or online product detail pages. To redeem at the Foot Locker Websites, enter the unique twelve (12) digit code found on each Foot Locker discount in the promotion source box location on the shipping methods page, during the online checkout process. Foot Locker discounts expire 11:59 p.m. CT on December 31, 2008.

C. In-Store – Instant Win or Collect & Win Prize Claims / Low-Level. Low-Level Instant Win Game Stamps, or one of the Collect & Win Game Stamps making up the Winning Combination for a Low-Level prize, will direct participants to call a toll-free number. To redeem the prize, the participant may either call the toll-free number printed on the Game Stamp by 11:59:59 p.m. CT on December 15, 2008, and carefully follow the instructions provided during the telephone call; OR participants who are 13 or older can go online to www.iwonatmcd.com by 11:59:59 p.m. CT on December 15, 2008. The participant's full contact information (first and last name, address, city, state, zip code, and daytime and evening phone

numbers including area codes and date of birth) are required for online redemption. Upon calling the toll-free number or going through the online redemption process, participants will be provided with detailed instructions to mail the Instant Win Game Stamp or Collect & Win Game Stamps for verification, to be received no later than December 31, 2008. Receipt after that date may invalidate prize claim and cause the prize to be forfeited.

D. In-Store Game – Instant Win or Collect & Win Prize Claims / Mid- & High-Level. Once a participant has received an Instant Win Guaranteed Bonus Game Stamp or an Instant Win Game Stamp or has collected all the Game Stamps comprising a Winning Combination, the participant should call the toll-free number listed on the Game Stamp by 11:59 p.m. CT on December 15, 2008, for redemption instructions. Prize Claim Documents will be sent to the participant and must be completed in full and returned to the Redemption Center in the envelope provided for receipt no later than December 31, 2008. Receipt after that date may invalidate prize claim and cause the prize to be forfeited.

E. Online Game – My Coke Rewards® Points / Wi-Fi Minutes/Foot Locker Electronic Reward Cards. Upon receiving the potential winning message on screen, the participant will receive an e-mail with instructions to claim their reward or prize. Points must be posted to your My Coke Rewards® account (new or existing) by 11:59 p.m. CT on December 31, 2008. Wi-Fi hours expire at 11:59 p.m. CT on January 17, 2009. Foot Locker Electronic Reward Cards expire January 31, 2009 at 11:59 p.m. CT and must be redeemed online only at the Foot Locker Websites.

F. Online Game – Instant Win or Collect & Win Prize Claims / Low-Level. If a valid Code entry results in a participant landing on a virtual winning space, then a potential winning message will appear on screen with redemption instructions for the online prize corresponding to that space. To redeem the prize, the participant should follow the instructions provided by 11:59 p.m. CT on December 15, 2008, OR participants who are 13 or older can go online to www.iwonatmcd.com by 11:59 p.m. CT on December 15, 2008. Sponsor is not responsible if a potential online prize winner does not receive his or her redemption instructions or corresponding prize because an erroneous, fraudulent or bogus e-mail address was provided at the time of registration or if the e-mail it sends to a potential online prize winner is intercepted by SPAM or other e-mail filters, is misdirected or not received for any reason. To prevent a winning e-mail message from being flagged as SPAM you may add Play atMcD.com to the safe sender list in your e-mail application. See your e-mail application help instructions for further information. The deadline for submitting documents is 11:59 p.m. CT on December 15, 2008 and the deadline for receiving completed prize claims is December 31, 2008. Receipt after that date may invalidate prize claim and cause the prize to be forfeited.

G. Online Prizes – Collect & Win Prize Claims / Mid- & High-Level. If a participant collects all of the properties that make up an Online Winning Combination, or if the valid Code entry takes the participant to a winning space, then an online message will appear directing the participant to call a toll-free number by 11:59 p.m. CT on December 15, 2008. The participant should call the toll-free number immediately for redemption instructions, and follow those instructions. To win a mid- or high-level Collect & Win prize in the Online Game, a participant must have the Game Stamp whose Code completed the collection of the final virtual MONOPOLY property that makes up the Online Winning Combination. Prize Claim Documents will be sent to the participant and must be completed in full and returned to the Redemption Center in the envelope provided along with the Game Stamp bearing the Code that was entered on the

winning roll. The deadline for receiving completed claims is December 31, 2008. Receipt after that date may invalidate prize claim and cause the prize to be forfeited.

H. Conditions of Prize Claim Submissions. All Game materials received after the applicable redemption deadlines shall be deemed VOID and will be ineligible for prizes. Game materials that are complete and duly submitted to the Redemption Center within the applicable redemption period will be verified within eight (8) to ten (10) weeks after the Game materials are received, or as soon thereafter as reasonably practical, and once verified, prize winners will be notified by regular mail and will receive their prize at a later date. If any potential prize winner (or such minor winner's parent or legal guardian) fails or refuses to properly sign and return all Prize Claim Documents, which may include but not be limited to a Declaration of Eligibility, Release of Liability and where lawful a Publicity Release, and such other documents as may be determined by Sponsor (collectively the "**Prize Claim Documents**"), by the redemption deadline or if the Prize Claim Documents or a prize is returned as unclaimed or undeliverable to any potential winner, such potential prize winner may be disqualified and/or otherwise forfeit their prize. If a prize winner makes any false statement in any Prize Claim Document, or if it is discovered that a winner has registered for the Online Game using more than one e-mail address or mobile device phone number, the winner will be required to promptly return to Sponsor upon demand their prize(s) or, at Sponsor's option, the cash equivalent of the prize(s) based on the ARV for prizes published in Rule 5 and Rule 6. The submission of Game materials is solely the responsibility of each participant. If any potential winner declines a prize, is found to be ineligible, or fails to comply with these Official Rules, such potential winner will be disqualified and will forfeit the prize and all rights to the prize they otherwise might have received. Please note that overnight shipping companies are unable to deliver to a Post Office Box. As a result, participants must return their completed Prize Claim Documents using the U.S. Postal Service or, if provided, the Pre-Paid USPS Express Mail Envelope included in the redemption pack. When sending Game materials to the Redemption Center, it is strongly recommended that participants retain a photocopy of all materials submitted and send the submission using Registered, Certified or Express Mail with a receipt of mailing (although proof of mailing does not constitute proof of delivery).

I. Transfers. Except that an In-Store participant who is under the age of 13 can transfer Game materials obtained In-Store to his/her parent/legal guardian for the purpose of playing the Game materials online, the transfer of Game Stamps, Guaranteed Bonus Game Stamps or Codes is not permitted without Sponsor authorization. Potential winners may not transfer their prize or their Game Stamp(s) unless authorized in writing by Sponsor prior to transfer. Such authorization may be granted or withheld in Sponsor's sole discretion. Requests for transfer must be in writing and must be included in the redemption envelope with the potential Instant Win Game Stamp, Winning Combination or other Game materials subject to verification as applicable.

10. VERIFICATION. Winning Game Stamps for McDonald's Food Prizes are subject to verification at participating McDonald's restaurants. Wi-Fi minutes are subject to verification online at any Wi-Fi enabled McDonald's restaurant powered by Wayport, Inc. My Coke Rewards® Points are subject to verification at mycokerewards.com. Foot Locker discounts and Electronic Reward Cards are subject to verification at Foot Locker Stores or the Foot Locker Websites. All other Game materials are subject to verification at the Redemption Center. PARTICIPANTS SHOULD NOT SHOW OR GIVE ANY OTHER POTENTIAL INSTANT WIN GAME STAMP OR ANY POTENTIAL WINNING COMBINATION TO ANY McDONALD'S OR FOOT LOCKER EMPLOYEE. Game materials are null and void and will be rejected if not obtained through Legitimate Channels. If any part of any Game Piece, Game Stamp, Guaranteed Bonus Game Piece,

Guaranteed Bonus Game Stamp or Code is counterfeited, illegible, mutilated, or tampered with in any way, if it contains or reflects printing, typographical, mechanical or other errors or discrepancies, or if it comes from other games or promotions, the Game Piece, Game Stamp, Guaranteed Bonus Game Piece or Guaranteed Bonus Game Stamp, and any Code contained on any of same, as applicable, will be deemed void. The sole responsibility and liability for any irregular Game Piece, Game Stamp, Guaranteed Bonus Game Piece or Guaranteed Bonus Game Stamp and any Code is replacement with another randomly selected same Game Material while supplies last. Replacement shall be the sole and exclusive remedy under such circumstances. Each participant acknowledges and agrees that the decisions of Sponsor shall be final, binding and conclusive in all matters relating to the Game, including without limitation determinations regarding the validity of Game Pieces, Game Stamps, Guaranteed Bonus Game Pieces, Guaranteed Bonus Game Stamps and Codes and other Game materials submitted for verification. Except as specifically stated in these Official Rules, only original Game Stamps and Guaranteed Bonus Game Stamps with 2008 MONOPOLY artwork will be accepted for verification. Any person attempting to forge Game materials or defraud McDonald's or any of the Prize Suppliers in any way in connection with this Game may be prosecuted to the fullest extent permitted under the law. In the event of a dispute as to the identity of an online entrant, the online entry in question will be deemed submitted by the authorized account holder of the e-mail account or mobile device account for the e-mail address or mobile device phone number provided at the time of registration for the Online Game. The authorized account holder for an e-mail account shall be the natural person to whom the applicable e-mail address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address, or in the case of an entry by text message, the authorized subscriber of the mobile device account used to enter at the actual time of entry. The authorized subscriber is deemed to be that person whose name appears on the mobile device phone service provider's bill. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the e-mail address or mobile device phone account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. If Sponsor so elects, a potential prize winner may be required to submit to, and cooperate in, a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity for the Game will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Game or the Sponsor as determined by Sponsor in its sole discretion.

11. GENERAL RELEASE AND CONDITIONS OF PARTICIPATION. Participants assume all risk of loss, damage, destruction, delay and misdirection of Game materials and are advised to obtain insurance where appropriate. "Game Entities" (individually and collectively, Sponsor, the Prize Suppliers, Hasbro, Inc., and each of their respective parent companies, subsidiaries, affiliates, franchisees, local advertising cooperatives, advertising/promotion agencies, and all of their respective directors, officers, employees, representatives, and agents) are not responsible for: (i) incomplete, illegible, misdirected, late, lost, damaged, stolen, or postage-due submissions of Game materials; (ii) any damage to an entrant's or other person's computer system or mobile device which is caused or occasioned by accessing the Website, participating in the Online Game, or redeeming an online prize; (iii) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet or Wireless Service Providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Game; (iv) miscommunications, failed, jumbled, scrambled, delayed, dropped, interrupted or misdirected computer, telephone, text message or cable transmissions or hardware or software or program malfunctions, failures or difficulties; (v) any technical malfunctions, failures, or difficulties, printing errors, color discrepancies, clerical, typographical or other error in any Game Pieces, Game Stamps, Guaranteed Bonus Game Pieces,

Guaranteed Bonus Game Stamps, or Codes, or printed copy or artwork, any prize offering announcement or any Prize Claim Documents; or (vi) any errors of any kind, whether human, mechanical, clerical, electronic, digital or technical in nature, or unauthorized human intervention; (vii) any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with, or utilized in, the Game; or (viii) the incorrect or inaccurate capture of information, or the failure to capture or loss of any information. Proof of mailing Game materials of any kind or nature does not constitute proof of delivery. Game materials submitted become the property of Sponsor and will not be returned, including without limitations, any Game Piece requests that are judged not compliant with these Official Rules. Sponsor shall not be responsible to correspond with participants. By participating in the Game and redeeming a prize, each winner hereby releases and agrees to hold the Game Entities harmless from and against any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, (whether due to negligence or otherwise) due in whole or in part, directly or indirectly, to participation in the Game or any Game-related activity, or participation in any prize-related activities, or the receipt, use or misuse of any prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption or travel to redeem said prize and any liability and publicity which might arise from redeeming or seeking to redeem said prize. By submitting potential winning Game materials, except where such condition is legally prohibited, each verified winner hereby agrees and grants Sponsor the right, but not the obligation, to the use of his or her name, voice and likeness, along with his or her address (city and state) and any statements made by or attributed to such winner in any and all media, now known or hereafter devised, without notice, review or approval, in perpetuity and throughout the universe for advertising, commercial and promotional purposes in connection with the Game and other promotions without further compensation, and releases the Game Entities from any liability with respect thereto.

12. TEXT MESSAGE/CARRIER FEES.

Mobile device text message service may not be available in all areas. While text message participation is designed to work with most major wireless carriers, it cannot be guaranteed that any particular wireless service will be compatible with this Game. Wireless services may be changed at any time and from time to time and the right is reserved to add or delete any of the Short Code(s) set forth in these Official Rules at any time and from time to time. To participate using text messaging, your mobile device must be capable of sending and receiving text messages. Wireless service providers may charge a fee under their cellular service contract or service provider agreement for each text message sent and received in connection with the Game. You may incur text messaging charges, as applicable, with attempted connections or attempted participation, Game messages, and corresponding error messages or other messages even if the messages do not go through for any reason whatsoever. Participants are solely responsible for all fees and taxes incurred through their wireless mobile device service, for text messages, or otherwise, associated with participation in this Game.

13. DISCLAIMER OF WARRANTIES. The Game Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Game. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE GAME ENTITIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

14. MISCELLANEOUS.

A. Disqualification. It is the participant's sole responsibility to ensure they have complied in full with all of the conditions and requirements contained in these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process, the Website or the operation of the Game; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Game, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

B. Force Majeure / Printing and Production Errors. Sponsor reserves the right, without prior notice and at any time, to terminate the Game, in whole or in part, or modify, suspend or extend the Game in any way, or deem the affected Game materials void and invalid if it determines, in its sole discretion, that the Game materials in question reflect printing or other errors or if it determines, in its sole discretion that the Game is impaired or corrupted or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses or other deleterious programs or materials, glitches or printing or production errors) have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Game. In the event Sponsor is prevented from continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made health epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state, provincial or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Game. Only the type and quantity of prizes described in these Official Rules will be awarded. The sole responsibility and liability for any irregular Code or Online Game play is replacement with another randomly selected Code, while supplies last, or online game play, as solely determined by Sponsor. Replacement shall be the sole and exclusive remedy under such circumstances. If, due to printing, digital, computer programming, hardware or software, or production errors or for any reason, more potential winners come forward seeking to claim prizes in excess of the number of each type of prize as set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

C. Invalidity. The invalidity or unenforceability of any provision of these Official Rules 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 Official Rules 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 Official Rules solely for ease of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way

except in writing by a duly authorized representative of Sponsor. McDonald's restaurant franchisees or employees or Foot Locker store employees are not authorized to modify or amend these Official Rules.

D. Governing Law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between participant and the Game Entities in connection with the Game 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.

E. Language Discrepancy. In the event there is a discrepancy or inconsistency between the English language version and the Spanish language version of these Official Rules or of any Game materials, the English version shall prevail, govern and control. Other than and except for Prize Supplier terms, conditions and restrictions governing those prizes and offers supplied by Prize Suppliers in connection with the Game, in the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Game materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

F. Privacy. Information collected in connection with this Game may be shared with Sponsor's promotional partners to the extent necessary to fulfill prizes. Each Prize Supplier has its own online privacy policy that differs from the privacy policy applicable to the Official Website, and Sponsor encourages participants to review the privacy policy of any other website they may visit. Except as otherwise contemplated in these Official Rules, information collected by Sponsor in connection with Game will be used by Sponsor in accordance with the online privacy policy posted on the Official Website.

15. ARBITRATION PROVISION. By participating in this Game in the Territory (excluding Canada and Puerto Rico) each participant agrees that: (1) any claim, dispute, or controversy (whether in contract, tort, or otherwise) participant may have against the Game Entities arising out of, relating to, or connected in any way with the Game, 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 the National Arbitration Forum (the "**Forum**") and conducted before a sole arbitrator pursuant to the Code of Procedure established by the Forum; (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 the Forum pursuant to the Code of Procedure (provided such location is reasonably convenient for participant), or at such other location as may be mutually agreed by the participant and Sponsor; (4) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Game; (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, arbitration can decide only the participant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) the arbitrator shall not have the power to award punitive damages against the participant or Sponsor; (8) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125

USD, and the participant is unable (or not required under the applicable Code of Procedure) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on the participant's behalf, subject to ultimate allocation by the arbitrator. In addition, if the participant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the participant's filing and hearing 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 Code of Procedure established by the Forum, 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 Sponsor nor participant shall be entitled to arbitrate their dispute. For more information on the Forum and/or the Forum's Code of Procedure, participants may visit their Website at www.arb-Forum.com or contact them at National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405.

16. OFFICIAL RULES. These Official Rules will be posted at participating McDonald's restaurants, available at participating Foot Locker Stores, and online at the Website (PlayatMcD.com) and the Foot Locker Websites. To receive a copy of the Official Rules, mail a self-addressed stamped envelope to McDonald's Redemption Center: MONOPOLY 2008 Game at McDonald's – Official Rules Request, P.O. Box 3193, Oak Brook, IL 60522-3193. All requests must be received by December 31, 2008. Vermont residents with a return address located in Vermont may omit return postage. Limit one request per outer envelope.

17. WINNERS LIST. For a list of any major prize (\$600 +) Official Winners, mail a self-addressed stamped envelope to McDonald's Redemption Center: MONOPOLY 2008 Game at McDonald's – Winners List Request, P.O. Box 3193, Oak Brook, IL 60522-3193. All requests must be postmarked by December 31, 2008 and received by January 9, 2009. A list of prize winners will be available no sooner than March 1, 2009 and will be mailed when the Game is officially over and the prizes have been verified and awarded. Limit one request per outer envelope.

The MONOPOLY® 2008 Game at McDonald's is sponsored in the Domestic Territory by McDonald's USA, LLC, Oak Brook, IL 60523.

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