

## Terms and Conditions

### 1. Organiser

The Contest is organised by ETIKA PTE LTD (201608173M) (“Organiser”).

### 2. Eligibility

2.1 The Contest is open to any person who fulfils the following criteria:

- (a) Singaporean and permanent residents; and
- (b) Aged 18 years and above.

2.2 The following person(s) shall not be eligible to participate in the Contest:

- (a) Employees of the Organiser and their immediate family members;
- (b) Employees of the Organiser’s affiliates and/or related companies and their immediate family members;
- (c) Business partners, suppliers/distributors of the Organiser; and
- (d) Promotion/advertising/public relations agencies involved in the Contest.

### 3. Contest Period

3.1 The Contest shall start at 00:00:00 on 10<sup>th</sup> May 2023 and shall close at 23:59:59 on 6<sup>th</sup> June 2023 (“Contest Period”). Any Contest entries received outside the Contest Period will automatically be disqualified.

3.2 The Organiser reserves the right to amend the Contest Period (“Amended Period”) at any time without any prior notice to any party. Any Contest Entries received outside the Contest Period or Amended Period (if any) shall be rejected.

### 4. Participating Outlets

4.1 The participating retailers include all 7 Eleven outlets in Singapore (“Participating Outlets”).

### 5. Qualifying Criteria and Submission of Entries

5.1 To qualify, the Participant must purchase two (2) bottles of Mountain Dew PET 400ml (“Qualifying Products”) (may be purchased in combination) from any of the Participating Outlets in a SINGLE receipt.

5.2 All purchases must be made within the Contest Period or Amended Contest Period (if applicable). Any purchases made outside the Contest Period or Amended Contest Period (if applicable) will automatically be disqualified.

5.3 To participate in the Contest, the Participant must submit the following details to the Organiser (“the Contest Entry/Entries”):

- (a) Full name as per NRIC; and
- (b) Contact Number.

5.4 Each Contest Entry must be accompanied by the image of ONE (1) transaction receipt (“Proof of Purchase”) which must clearly show the following details:

- (a) The name of the Participating Outlet;
- (b) The transaction ID;
- (c) The details of the Qualifying Products; and
- (d) Time and date of the transaction (which must be within the Contest Period or Amended Contest Period (if applicable)).

*Participant must retain the original Proof of Purchase submitted for verification purpose. In the event that the Participant is chosen as a winner and is unable to present the original Proof of Purchase, the Participant will automatically be disqualified as a winner.*

5.5 Any Contest Entries which are incomplete (e.g., missing information, missing Proof of Purchase) or are found to have been tampered with and any Participants which are suspected or found to have cheated/hacked/tampered with the Contest Entry process will automatically be disqualified.

- 5.6 All Contest Entries are to be submitted strictly by WhatsApp only. Attached receipt image with the following caption PEPSI<space>NAME<space>Receipt NO to 8813 8917. No acknowledgement of receipt will be sent by the Organizer with regard to all entries submitted.
- 5.7 Each Participant may submit multiple Contest Entries. However, each Contest Entry must be accompanied by a different Proof of Purchase. For the avoidance of doubt a single Proof of Purchase cannot be used for two or more separate Contest Entries. Where multiply Contest Entries are found to be accompanied by the same Proof of Purchase, ALL affected Contest Entries will automatically be disqualified.

## **6. Contest Prizes**

- 6.1 The Prizes – Razer Keyboard (worth \$359) x five (5) winners.
- 6.2 The Organiser reserves the right to substitute any of the Prize or any part thereof with a prize/voucher of equivalent value in the event the original prize/voucher offered is, for any reasons whatsoever, no longer available.
- 6.3 The Contest Prizes are non-transferable, non-refundable and non-exchangeable for cash. The Eligible Winners will be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as a result and/or related to their acceptance of the Contest Prize.

## **7. Winner Selection**

- 7.1 All Eligible winners must present the original Proof of Purchase when requested to do so, failing which the winners will be disqualified from winning the prize.
- 7.2 The Eligible winners will be chosen via random selection.
- 7.3 The Draw will be held on the following day after the closing of the Contest Period with winners generated randomly by an automated system, and winners will be notified by SMS &/or Email with the redemption details.
- 7.4 The Organiser's redemption partner, Gage Redemption will contact the winners to verify the entry and notify the winners. Winners are required to provide original receipt, together with their NRIC (or other relevant documents) and allowed to be scanned for verification purpose. The Organiser's decision in selecting the Contest Winners is final and no correspondence will be entertained.
- 7.5 Upon selection of the Contest winners, Participants for the Contest will be contacted through the mobile number and/or postage towards his/her last known address [where the said postage shall be deemed to be duly served, 48 hours after posting thereof with the proof of posting] that participants used to send the entry and must satisfy all verification requirements before being declared the winner. If a participant cannot be contacted or fails to respond after 3 attempts, within 48 hours from the first call or postage, this participant will be disqualified, and another winner will be selected. Winners will receive an email to collect their prize.
- 7.6 No enquiries, appeals, verbal or written, shall be entertained. The participants shall accept and abide by any and all decisions made by PepsiCo concerning, without limitation, these terms and conditions, the rules, procedures and regulations of the Contest, the award of prizes and any other matters relating to the Contest.

## **8. Winner Announcement and Collection of Prizes**

- 8.1 All Contest Winners will be announced on Pepsi Singapore's Official Facebook Page (<https://www.facebook.com/PepsiSingapore/>) and/or on the Etika Pte Ltd's website (<https://www.etikaholdings.com/campaigns>).
- 8.2 The Winner announcement will be made on 15<sup>th</sup> June 2023. Such date is subject to change by the Organiser at its sole discretion and without prior notice to any party.
- 8.3 Prize winners must present the original winning receipt as proof of purchase containing the participating products matching to the original winning receipt number, winning SMS notification and original winning letter issued by the Organiser for verification purpose at the

Organiser's office. Failure to do so will be disqualify the winner. No further correspondence or appeals to the Organiser will be entertained.

- 8.4 A Participant whose prize has been forfeited shall not be entitled to any payment or compensation whatsoever from the Organiser.

## **9. Personal Data and Privacy Policy**

- 9.1 By participating in the Contest, the Participants hereby certifies that all information as provided by them are accurate and that that they have read and understood the Organiser's privacy policy ("Privacy Policy").
- 9.2 The Participants hereby agree and consent to the collection and processing of their personal data in accordance with the Privacy Policy. Kindly refer to the Privacy Policy located at <https://www.etikaholdings.com/privacy>. The Organiser reserves the right to update and amend the Privacy Policy from time to time.
- 9.3 The Participants also further consent for the Organiser and any of its holding, subsidiary or related companies and its service providers, agents and/or contractors who provide administrative and business support to the Organiser and act on the Organiser's behalf ("Authorised Third Parties") to collect and process the Participants' Personal Data as provided pursuant to this Contest. The use of the Participants' Personal Data included but is not limited to the disclosure of the Participants' name to the general public by publishing the Participants' names, photographs and other Personal Data for advertising and publicity purposes without compensation or any other payment to the Participants.

## **10. Other Terms and Conditions**

- 10.1 By participating in the Contest, Participants are taken to have read, understood and agreed to be bound by the Contest Terms & Conditions. The Organiser reserves the right to vary and/or delete any of the Contest Terms & Conditions at any time without prior notice to any party and the Participants hereby agree to be bound by such variation and/or deletion.
- 10.2 The Organiser reserves the right to, at its sole discretion, modify the Contest mechanism, vary, withdraw, suspend or terminate this Contest at any time at its sole a without prior notice to any party. For the avoidance of doubt, any variation, withdrawal, suspension or termination of the Contest or any part thereof shall not entitle the Participants to any claim any compensation against the Organiser (in cash or in kind) for any expenses, loss or damage suffered or incurred by the Participants as a direct or indirect result of the act of variation, withdrawal, suspension or termination.
- 10.3 Any Terms and Conditions applicable to this Contest which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions hereof.
- 10.4 By participating in the Contest, all Participants agree to defend, indemnify and hold the Organiser harmless from and against any suits, claims, losses, damages and expenses, including reasonable legal fees arising from or in connection with the Participant's participation in the Contest and his/her acceptance, redemption or use of any of the Contest Prizes.
- 10.5 The Contest and its terms and conditions are governed by the laws of the Republic of Singapore and all registered users, and the winners agree to irrevocably submit themselves to the exclusive jurisdiction of the Singapore courts in the determination of any matter or dispute arising in connection therewith.
- 10.6 Any provision in the terms and conditions which is held to be invalid or unenforceable for any reason by any court, governmental department, body or tribunal, or in any applicable jurisdiction shall be ineffective to the extent of such invalidity or unenforceability and will not invalidate or render unenforceable the remaining unaffected provisions hereof and should any provision be held invalid or unenforceable in an applicable jurisdiction such provision shall not be invalidated or rendered unenforceable in any other jurisdiction.

- 10.7 A person who is not a party to any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of such agreement.
- 10.8 The Organiser reserves the right at any time in its sole and absolute discretion to determine and/or amend or vary these terms and conditions without prior notice, including but not limited to cancelling, extend, terminating or suspending this contest, the eligibility terms and criteria, the selection and number of winners, and the timing of any act to be done, and all Participants shall be bound by these amendments.
- 10.9 The contest Grand Prize is restricted to the fare for a Twin Balcony Cabin only. All expenses including but not limited to the cost of transportation, other accommodation, food and beverage shall be at the sole expense of the Contest Winner.
- 10.10 In case of a force majeure event, including but not limited to any cause beyond the control of the Organiser including without limitation, an act of God, act of government or order of government, pandemic, epidemic fire, war, strike, riot or flood which is beyond the reasonable control of the Organiser, the Organiser may at its sole discretion suspend cancel or terminate the Contest at any time accordingly

## **11 Disclaimer of Liability**

- 11.1 The Organiser will not be responsible or liable for any loss or damage of whatsoever nature suffered by the Participants in connection with the Contest (including the Participants' failure to participate in the Contest), which may occur or arise as a result of the following events:
- (a) Any delay and/or failure in receiving and sending the Contest Entries as a result of any network, communication or system error, interruption and/or failure or outage caused by the participating internet service provider, or the uploading of any materials related to the Contest; and
  - (b) Any technical error (including error in notification of Contest Winners), omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, the theft, destruction of, and/or unauthorized access to the Contest Entries, or any malfunction of any computer hardware or software whether or not the same is due to viruses, bugs or other causes beyond the Organiser's control.
- 11.2 All Participants shall assume full liability and responsibility for any costs incurred due to any accident, injury, damage or claims whether directly or indirectly caused by their participation in the Contest, attending publicity programs or prize presentation ceremony (if applicable) and from the redemption/usage of the Contest Prizes. To the extent permitted by law, the Organiser shall have no liability to the Participants in any respect whatsoever.
- 11.3 The Organiser makes no representation and/or warranties with respect to any Contest Prizes, including but not limited to the merchantability, quality or their suitability of the Contest Prizes for any purpose.