

Terms and Conditions

1. Campaign

This PEPSI CNY 2024 Touch 'n Go eWallet Instant Rebate Redemption Campaign ("**Campaign**") is organised by Etika Sdn. Bhd. (Co. No. 197401000305 (17296-P)) ("**Organiser**"). The mechanics of this Campaign are explained below. By participating and entering into this Campaign, you ("**Participant**") agree to be bound by the terms and conditions set out herein or as may be amended from time to time.

2. Eligibility

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

- (a) Citizen of Malaysia; and
- (b) Aged 18 years and above in the year of 2023; and

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

- (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 Campaign.

3. Campaign Period

3.1 The Campaign shall start at 00:00:00 on 1st December 2023 and shall close at 23:59:59 on 29th February 2024 ("**Campaign Period**"). Any Campaign entries received outside the Campaign Period will automatically be disqualified.

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

4. Channel

The Campaign is exclusive to all participating outlets selling PEPSI Regular /PEPSI Black/ 7UP / REVIVE / KICKAPOO (12 x 320ml) pack size in Peninsular Malaysia ("**Channel**") only.

5. Qualifying Criteria

5.1 To qualify, the Participant must purchase any one (1) carton of PEPSI Regular /PEPSI Black/7UP /REVIVE / KICKAPOO (12 x 320ml) pack size ("**Qualifying Product**") to stand a chance to win Touch 'n Go eWallet instant credit worth up to RM188,888.00.

5.2 All purchases must be made within the Campaign Period or Amended Period (if applicable) from the participating Channel only. Any purchases made outside the Campaign Period or Amended Period (if applicable) will automatically be disqualified.

5.3 To participate in the Campaign, the Participant must purchase any one (1) carton of the Qualifying Product. An A5 leaflet consisting of the unique code can be found inside the carton box. Participant(s) are required to key in the unique code on the A5 leaflet into Touch 'n Go eWallet APP to redeem.

6. Campaign Redemption Item

6.1 Participant(s) may redeem the code and stand a chance(s) to draw Touch 'n Go eWallet credit worth up to RM188,888.00 ("**Redemption Item**")

7. Redemption

- 7.1 All Redemption Item shall be in Reload PIN format as appearing on the A5 leaflet found on the product packaging carton only. The Redemption Item are limited and in the event that all the Redemption Items are fully redeemed, the Organiser shall not be obligated to entertain any new Campaign Entry/Entries.
- 7.2 Each A5 leaflet shall contain one (1) unique code only. Each unique code shall be valid for a one time redemption only. In the event the Participant is unable to redeem the said unique code, the Participant may seek further assistance by writing to <https://tngd.my/careline-webform> or call +603 – 5022 3888.
- 7.3 Steps to redeem:
- (a) Purchase one (1) carton of Qualifying Product;
 - (b) Get the unique code from the A5 leaflet;
 - (c) Open Touch 'n Go eWallet APP;
 - (d) Click (+ Reload) Button;
 - (e) Click eWallet Balance;
 - (f) Click TNG eWallet Reload PIN;
 - (g) Key in the unique Code and redeem.
- 7.4 All Redemption Item that remains unclaimed as at 1st March 2024 will be forfeited and no further appeals will be entertained.
- 7.5 The Organiser's decision in processing the Redemption Item shall be final and no correspondence will be entertained.
- 7.6 The Organiser reserves the right to substitute the Redemption Item with any other gift or item of equivalent value in the event the original Redemption Item offered is, for any reasons whatsoever, no longer available.
- 7.7 The Redemption Item are non-transferable, non-refundable and non-exchangeable for cash.

8. Personal Data and Privacy Policy

- 8.1 By participating in the Campaign, 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").
- 8.2 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.
- 8.3 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 Campaign. 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.

9. Other Terms and Conditions

- 9.1 By participating in the Campaign, Participants are taken to have read, understood and agreed to be bound by the Campaign Terms & Conditions. The Organiser reserves the right to vary and/or delete any of the Campaign 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.
- 9.2 The Organiser reserves the right to, at its sole discretion, modify the Campaign mechanism, vary, withdraw, suspend or terminate this Campaign 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 Campaign or any part thereof shall not entitle the Participants to any claim of 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.
- 9.3 Any Terms and Conditions applicable to this Campaign 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.
- 9.4 By participating in the Campaign, 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 Campaign and his/her acceptance, redemption or use of any of the Redemption Item.

10. Disclaimer of Liability

- 10.1 The Organiser will not be responsible or liable for any loss or damage of whatsoever nature suffered by the Participants in connection with the Campaign (including the Participants' failure to participate in the Campaign), which may occur or arise as a result of the following events:
- (a) Any delay and/or failure in receiving and sending the Campaign 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 Campaign; and
 - (b) Any technical error (including error in notification of Campaign Winners), omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, the theft, destruction of, and/or unauthorized access to the Campaign 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.
- 10.2 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 Campaign, attending publicity programs or prize presentation ceremony (if applicable) and from the redemption/usage of the Redemption Item. To the extent permitted by law, the Organiser shall have no liability to the Participants in any respect whatsoever.
- 10.3 The Organiser makes no representation and/or warranties with respect to any Redemption Item, including but not limited to the merchantability, quality or their suitability of the Redemption Item for any purpose.

