

Terms and Conditions

1. Organiser

The contest (the “Contest”) is organised by ETIKA PTE LTD (201608173M) (the “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 period is as stipulated in Item 1 of Schedule 1 (the “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 (the “Amended Period”) at any time and such Amended Period will be announced on ETIKA PTE LTD’s website (<https://www.etikaholdings.com/ETIKA%20html/Singapore/SGCampaigns.html>)

3.3 Any Contest entry/entries received outside the Contest Period or Amended Period (if any) shall be rejected.

4. Participating Outlets

4.1 The participating retailer(s) is as stipulated in Item 2 of Schedule 1 (the “Participating Outlets”)

5. Qualifying Criteria and Submission of Entries

5.1 To qualify, the participant (the “Participant”) must purchase any two (2) of the products stipulated in Item 3 of Schedule 1 (the “Qualifying Product(s)”) and may be purchased in combination from any of the Participating Outlet in a single receipt.

5.2 To participate in the Contest, the Participant must strictly fill in a participation form acquired after scanning the QR code on wobblers and communication boards in the respective Participating Outlet. Alternatively, receipts from the online shopping cart must be uploaded at <https://www.gagerc.com/pepsi-7e-insta360x4>

5.3 The Participant must submit the following details to the Organiser (the “Contest Entry/Entries”):

- (a) Full name as per identity card;
- (b) Contact number;
- (c) Email address; and
- (d) Address.

5.4 Each Contest Entry shall be accompanied with an image of one (1) transaction’s original receipt (the “Proof of Purchase”) which must clearly show the following details:

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

The Participant must retain the Proof of Purchase submitted for verification purpose. In the event that the Participant is chosen as a contest winner (the “Contest Winner”) and is unable to present the legible Proof of Purchase, the Participant will automatically be disqualified as a Contest Winner.

- 5.5 Each Participant may submit multiple Contest Entries. However, each Contest Entry shall be accompanied by a different Proof of Purchase. For the avoidance of doubt, a single Proof of Purchase cannot be re-used for two or more separate Contest Entries. Where multiple Contest Entries are found to be accompanied by the same Proof of Purchase, ALL affected Contest Entries of the Participant shall automatically be disqualified.
- 5.6 Any Contest Entries which are incomplete, illegible (e.g., including but not limited to missing information or missing Proof of Purchase) or are found to have been tampered with and/or any Participants who are suspected or found to have cheated/hacked/tampered with the Contest Entry process will automatically be disqualified.
- 5.7 No acknowledgement of receipt will be sent by the Organizer regarding all entries submitted.

6 Contest Prizes

- 6.1 The Contest Prizes and number of Contest Winners are **as stipulated in Item 4 of Schedule 1.**
- 6.2 The Organiser reserves the right to substitute any of the Contest Prize or any part thereof with a Contest Prize/voucher of equivalent value in the event the original Contest 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 Contest Winners will be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as a result of and/or related to their acceptance of the Contest Prizes.

7 Winner Selection

- 7.1 All Contest Winners shall present a valid Proof of Purchase to the Organiser's redemption partner, Gage Redemption Centre (53361158W) ("Gage") when requested to do so, failing which the Contest Winners will be disqualified from winning or claiming the Contest Prizes.
- 7.2 The Contest Winners will be chosen via random selection (the "Draw") by an automated system. The Draw will be held three (3) days after the Contest Period ends.
- 7.3 **Notification of Selection:** Gage will notify the Contest Winners of the selection via email, Whatsapp/SMS, and a phone call, using the contact information obtained from the Contest Entry. If a Contest Winner cannot be contacted or fails to respond after three (3) call attempts within 48 hours from the first call, the Contest Winner will be disqualified, and another Contest Winner will be selected via Draw (the "Selection").
- 7.4 **Verification:** Gage will email and Whatsapp/SMS the Contest Winners on the following:
 - (a) Verification of the Contest Entry: Contest Winners are required to provide the Proof of Purchase with their identification document ("ID") (or other relevant documents); and
 - (b) Consent: Contest Winners are to provide consent to Gage for their ID to be scanned for verification purposes pursuant to Section 9.2.
- 7.5 **Confirmation of Contest Winners:** Upon verification, Gage will email and Whatsapp/SMS the Contest Winners of their confirmation as Contest Winners and the redemption details (the "Confirmation").
- 7.6 No enquiries and appeals, whether verbal or written, shall be entertained. The Participants shall accept and abide by any and all decisions made by the Organiser concerning, without limitation to, these terms and conditions, the rules, procedures and regulations of the Contest, the award of Contest Prizes and any other matters relating to the Contest.

8 Winner Announcement and Collection of Contest Prizes

- 8.1 All Contest Winners will be announced on ETIKA PTE LTD's website (<https://www.etikaholdings.com/ETIKA%20html/Singapore/SGCampaigns.html>). The Contest Winners' announcement dates are **as stipulated in Item 5 of Schedule 1.**
- 8.2 The Contest Winners must redeem the Contest Prizes within thirty (30) days from the date of Notification of Selection (please see Section 7.3). Contest Winners can either come to the Gage office personally or authorize someone to collect the Contest Prizes on their behalf by providing a written authorization letter and copy of their ID. If neither the Contest

- Prizes nor their authorized representative comes to the Gage office to redeem the Contest Prizes within the Redemption Period, they shall forfeit their right to the Contest Prizes
- 8.3 The Contest Winners must present the following to Gage for verification at Gage's office:
- (a) The winning Proof of Purchase containing the Qualifying Products matching to the winning Proof of Purchase number.
 - (b) The winning SMS Notification of Selection.
 - (c) The notification document issued by Gage, which confirms the Contest Prize Winner's status and provides instructions on Contest Prize collection.
- Note: Section 8.3 outlines the additional step after the Confirmation process as detailed in Section 7.5 specifying the documents required for Contest Prize collection at Gage's office. Conditions pursuant to Section 7.6 will be applicable.
- 8.4 The Contest Winners will receive the Contest Prizes within thirty days (30 days upon the date of Notification of Selection). A Participant whose Contest 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 certify that all information as provided by them are accurate and 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 stipulated at <https://www.etikaholdings.com/privacy>. The Organiser reserves the sole right to update and amend the Privacy Policy from time to time.
- 9.3 The Participants 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 to collect and process the Participants' personal data as provided. The use of the Participants' personal data includes but is not limited to 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 deemed to have read, understood and agreed to be bound by the Contest's terms and conditions. The Organiser reserves the right to vary and/or delete any of the Contest's terms and 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's mechanism, vary, withdraw, suspend or terminate this Contest at any time at its sole discretion 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 claim any compensation from the Organiser (in cash or in kind) for any expense, loss or damage suffered or incurred by the Participants as a direct or indirect result of the act of variation, withdrawal, suspension or termination of the Contest.
- 10.3 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 their acceptance, redemption or use of any of the Contest Prizes.
- 10.4 The Contest and its terms and conditions are governed by the laws of the Republic of Singapore and all the Participants, and the Contest 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.

- 10.5 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.
- 10.6 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.
- 10.7 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, extending, terminating or suspending this Contest, the eligibility terms and criteria, the selection and number of Contest Winners, and the timing of any act to be done, and all Participants shall be bound by these amendments.
- 10.8 In case of a force majeure event, including but not limited to an act of God, act of government or order of government, pandemic, epidemic fire, war, strike, riot or flood or unforeseen events and such other events beyond the 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 shall not be responsible or liable for any expense, 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 Contest 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 way 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 the suitability of the Contest Prizes for any purpose.

Schedule 1

Item	Section	Subject Matter	Conditions
1.	Section 3.1	Contest Period	(a) 00:00:00 on 20 November 2024 and shall close at 23:59:59 on 17 December 2024 ("7 E-Eleven Contest Period") for all 7-Eleven Online entries.
2.	Section 4.1	Participating Outlet	includes all 7-Eleven outlets located in Singapore.
3.	Section 5.1	Qualifying Criteria	To qualify, the participant ("Participant") must purchase any two (2) of the following products ("Qualifying Product(s)") (may be purchased in combination) from any of the Participating Outlet in a single receipt: (a) Mountain Dew 500ml
4.	Section 6.1	Contest Prizes	Insta360 x 4 (SGD 1,010) x Three (3) winners.
5.	Section 8.1	Winner Announcement	The winner's Announcement will be made on 26 th Dec 2024, or such date as determined by the Organiser at its sole discretion and without any prior notice to any party.