

Terms & Conditions for #YourKFFBetterWithPepsi Contest

These Terms and Conditions ("**Terms**") govern the #YourKFFBetterWithPepsi Contest ("**Contest**") organised by **Etika Sdn Bhd** (Company No. 197401000344 / 16347-W), the official distributor of Pepsi in Malaysia (hereafter referred to as "**the Organiser**").

By participating in this Contest, you ("**Participant**") agree that you have read, understood, and accepted these Terms, and you agree to comply with them.

1. Eligibility

1.1 The Contest is open to all **Malaysian citizens** aged **15 years and above** at the time of entry.

1.2 Participants aged **15 to 17 years** must obtain **parental or legal guardian consent** prior to entering the Contest. The Organiser reserves the right to request written proof of such consent at any time.

1.3 Employees, representatives, and immediate family members of the Organiser, its affiliates, advertising and promotion agencies, campaign partners, event organisers, and their immediate family members are **not eligible** to participate.

2. Contest Period

2.1 The Contest Period shall start at 00:00:00 on 25th of July 2025 and shall close at 23:59:59 on 17th of August 2025 ("**Contest Period**"). Any Contest entries received outside the Contest Period will automatically be disqualified.

2.2 The Organiser reserves the right to modify the Contest Period at any time without prior notice to any party.

3. How to Participate

To enter the Contest, Participants must complete the following steps:

3.1 Purchase any food item at the **Kuching Food Festival (KFF)** and pair it with any one of the **Pepsi product**.

3.2 Take a creative **photo or video** of the meal with the Pepsi product.

3.3 Upload the said photo or video of the meal with the Pepsi product on **Facebook or Instagram** and ensure that the account is set to **public account**.

3.4 Include the **hashtag #YourKFFBetterWithPepsi** and tag either **@PepsiMY** or **@PepsiMalaysia**.

3.5 Each post is considered **one entry**. Participants may submit **multiple entries**, but are only eligible to win **once** throughout the Contest Period.

4. Contest Prize & Winner Selection

4.1 Participants stand a chance to win a portion of Ringgit Malaysia Fifteen Thousand (**RM15,000.00**) in **cash prizes**. Five (5) winners ("**Winners**") will be selected weekly for a total of three (3) weeks.

4.2 Winners will be selected by the Organisers based on the **creativity, originality, and adherence to the Contest mechanics**.

4.3 Selected Winners will be announced on the following dates during Dato Wee Hong Seng's Facebook Live sessions at 1:30 PM (GMT+8), for the avoidance of doubt, the Organisers reserves the right to amend the said dates below at any time without any prior notice to any party:

- * **2 August 2025 (Saturday)**
- * **9 August 2025(Saturday)**
- * **16 August 2025 (Saturday)**

5. Winner Notification & Prize Claim

5.1 Selected Winners will be contacted via **Direct Message (DM)** on Facebook or Instagram **within seven (7) days** of the announcement.

5.2 If a winner **does not respond within fourteen (14) days** from the date of the DM, the Organiser reserves the right to **forfeit the prize** and select an alternate Winner. The Organiser will not be held liable in the event the Winner cannot be contacted for any reasons whatsoever. The Organiser's decision in selecting the Prize Winner shall be final and no correspondence will be further entertained.

5.3 The Organiser reserves the right to substitute any of the Prize with a prize of equivalent value in the event the original Prize offered is, for any reasons whatsoever, no longer available.

5.4 Participants under the age of 18 must have a **parent or legal guardian** assist in the **prize claim process**, including the provision of valid identification and bank account details for prize disbursement.

5.5 Prizes will be delivered via **bank transfer** or another method as determined by the Organiser. All winners will be required to submit valid identification for verification.

5.6 All prizes are **non-transferable, non-refundable, and not exchangeable** for any other product or service. 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 Prize.

7. Rights Granted by Participants

7.1 By entering the Contest, Participants grant the Organiser, its appointed agencies for the Contest and its affiliates the **worldwide, non-exclusive, royalty-free right** to use, reproduce, edit, and display their submitted content (photos or videos) for promotional and marketing purposes in any media format.

7.2 The Organiser may publish the names, handles, and entries of Winners on the official Organiser's social media platforms without additional compensation or prior notice, in accordance with applicable laws.

8. Data Protection

8.1 By entering the Contest, participants agree to the **collection, use, and processing** of their personal data by the Organiser in accordance with the **Personal Data Protection Act 2010** (PDPA). 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

8.2 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..

9. Disqualification

The Organiser reserves the right to disqualify any participant who in the sole opinion of the Organisers are to be:

- * false, incomplete, or misleading information;
- * Violating any of the Terms herein;
- * inappropriate, offensive, or plagiarised content;
- * An attempt to manipulate the outcome or mechanics of the Contest.

10. Limitation of Liability

10.1 The Organiser, its agents, sponsors, and Affiliates shall not be liable for any **loss, damage, or injury** incurred by participants as a result of their participation in the Contest or use of the prizes.

10.2 The Organiser is not responsible for any technical issues, failed submissions, or internet disruptions that affect participation.

11. General

11.1 The Organiser reserves the right to amend these Terms, including Contest mechanics, judging criteria, or duration, at any time without prior notice. 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.

11.2 In the event of any conflict between these Terms and promotional materials or announcements, these Terms shall prevail. 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 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.

11.3 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.

11.4 By participating in the Contest and submitting the photo and/or video(s), the Participants expressly relinquishes any and all copyright and related intellectual property claims to the submitted photo and/or video. The Participants acknowledges and agrees that the full ownership of the submitted photo and or/ video, including all rights, title and interest therein shall vest solely and exclusively with the Organiser. The Organiser shall have unrestricted right to use, reproduce, modify, publish, distribute, and otherwise exploit the photo and/ or video in any manner and for any purpose, without further notice or compensation to the Participant.

11.5 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 Prizes.

12. Disclaimer of Liability

12.1 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.

12.2 All Participants shall assume full liability and responsibility for any costs incurred due to