

Terms and Conditions

BUY, SNAP & WIN CONTEST (“Contest”) is organized by PEPSICO (MALAYSIA) SDN BHD (“Organizer”) and this contest will take place from 15 August 2020 at 9:00am (+8GMT) and ends on 16 September 2020 at 11:59pm (+8GMT) (“Contest Period”). By joining this Contest, participants are deemed to agree to be bound by the Terms and Conditions attached as well as the Organizer’s decision.

1. Contest Eligibility

This contest is open to all Malaysians who are at least eighteen (18) years of age and above on the date of entry (Participant), except for the followings:

Employees or permanent and / or temporary employees of the Organizer and immediate family members, and

Representative and / or agent (including advertising & promotion) of the Organizer

2. How to enter and rules of Contest

2.1. The contest rules are as follows (“Contest Rules”):

2.1.1. Buy and collect all 3 Pepsi Merdeka Can designs and snap a picture creatively

2.1.2. Post it on your Instagram page and make sure the settings are set to “PUBLIC”

2.1.3. Must use #PepsiBudayaKitaAlamiBersama in the caption

2.1.4. For more information on the contest, log onto

<http://etikaholdings.com/campaign/merdekawithPepsi>

2.3 The closing date for the Contest is by 16 September 2020 at 11:59pm (+8GMT)

2.4 Participants are eligible to submit only one (1) entry and participants can win a maximum of one (1) prize during the Contest Period

2.5 The Organizer reserves the right at its sole discretion, determining the eligibility for participations.

2.6 Only Participants who comply with each of the Contest Rules set out under Clause 2 are eligible to win the prize. The Organizer reserves the right to disqualify the Participants without notice if the Participant’s entry is incomplete and / or fails to comply with the Contest Terms & Conditions

2.7 Participants can buy these exclusive Pepsi Merdeka Can only at selected retailer as stated below:

2.7.1 Claypot: Created by Artist Cloakwork exclusively at **MyNews**

2.7.2 Acuan Kuih Loyang: Created by Artist Sliz exclusively at **Petronas**

2.7.3 Pestle & Mortar: Created by Artist Thineswari exclusively at **Shell**

3. Winner Eligibility

3.1 Winners will be selected based on the following criteria:

3.1.1. Winners will be selected at the sole discretion of the Organizer

3.2. The pictures uploaded by the winners will be announce on Etika Holdings website on a weekly basis starting from the 21st of August.

3.3. The winners must share their personal details with the Organizer within three (3) working days

after the winners list has been announced on <http://etikaholdings.com/campaign/merdekawithPepsi>; The Organizer will share the information about the Prize Claims thereafter with the winners.

3.4. Should the Winner not contact the Organizer after THREE (3) working days, the Organizer reserves the right to disqualify the Winner. Any disqualified Participants / Winner will not have any further claim against the Organizer, its agents or anyone else involved in this Contest

4. Prizes

4.1 In total THREE HUNDRED AND THIRTY (330) Winners will be selected to win cash prizes of RM100 each from PEPSICO (MALAYSIA) SDN BHD.

4.2. Winners will be notified via Instagram Direct Message (DM) regarding the Prize Claim details.

4.3. Failure to claim the Prize as advised by the Organizer at the appointed time shall be deemed to be rejected by the Winner.

4.4. The Organizer is not responsible for any Winners who fail to claim the Prize under any circumstances. There is no refund or replacement for the unclaimed Prize.

4.5. Prizes are non-transferable and assignable.

4.6. The Prizes will be given on a weekly basis starting from Friday 21st of August till 20th September 2020.

4.7. By participating in this Contest, the Organizer will require proof of Winner's identity, but it is not necessary for the Organizer to inquire, determine or investigate the identity of any individual

4.8. The Prize shall be used and taken at the sole risk of the Participant and the Organizer shall not guarantee or assume any liability in relation to the Prize as far as the extent permitted by the law

5. Organizer Rights

5.1. The Organizer reserves the right at its absolute discretion to cancel, exclude or reject any entry that is deemed inappropriate or offensive in any way.

5.2. The Organizer reserves the right to substitute the Prize, cancel, terminate or suspend the Contest without prior notice and / or for any reason. Participants shall not be entitled to claim or seek compensation from the Organizer for any and all loss or damage suffered or caused by the direct or indirect effects of the cancellation, termination, or suspension of this Contest.

5.3 The Organizer reserves the right to publish or display any material or information, including but not limited to the names of all Participants submitted in the participation for marketing, advertising and publicity purposes in any manner that the Organizer deems appropriate. The Organizer reserves the right to use any of the Participant's personal information for any purpose that is deemed appropriate by the Organizer and the Participant / Winner shall not be entitled to claim ownership or obtain any form of compensation for such material.

5.4. The Participants grant the Organizers irrevocable consent in perpetuity to the use his/ her name, photographs, video submitted and/or taken during the prize distribution in connection with the Promo, in any and all applications including but not limited to advertising, commercials, promotion,

stories, text, articles and commercial exploitation, in any and all media forms, including but not limited to radio, broadcast and television, newspapers and magazines at any time without the Participants' further knowledge or consent.

5.5. The Organizer reserves the right to change and amend any of the Terms and Conditions and / or replace or change the Prize at any given time without prior notice.

5.6. All decisions relating to this Contest are final and no discussion or correspondence will be entertained.

5.7. Subjected to the Terms and Conditions contained herein, each entry is eligible to be selected as a Winner and entries may be used for public, marketing and advertising purposes worldwide without being bound in any way and anywhere in the world as the Organizer deems appropriate in its sole discretion

5.8. Participants of this Contest are participating at their own risk. The Organizer shall not be liable for any loss, accident, injury, or damage to any person or property and any claim, damage or loss resulting from participating in this Contest and / or redeeming the prize. Participants will be solely responsible for any accident, injury, damage or loss resulting from participating in the Contest and / or redeeming the prize.

5.9. All decisions made by the Organizer in this Contest are final and any subsequent correspondence, inquiries or appeals will not be entertained. By participating in this Contest, the Participant is deemed to have agreed and is bound by the Terms and Conditions contained herein in all matters relating to this Contest. Failure to comply with the Terms and Conditions, rules, directives and / or rules of the Contest will result in the cancellation of the Contest.

6. Further Information

6.1 All other expenses incurred in relation with this Contest and Prizes including but not limited to transportation or any other personal costs not stated shall be fully bearable by the Winners. Compliance with any health or governmental and legal requirements is the Winner's sole responsibility

6.2. The Organizer shall not be liable for any damages, losses (including but not limited to direct, indirect and consequential losses), liabilities, injuries or frustrations incurred or suffered by Participants / Winners in relation to this Contest, Contest promotions or the use of any Prize

7. Personal Data Protection Act 2010

7.1. The Organizer will process the personal data provided by the participants such as name, identification card number, telephone number, address, bank account number and other information requested by the Organizer from the participants of this Contest.

7.2. The Organizer will process the personal data of the Participants, including any additional information that the Winners have provided to the Organizers for the purpose of the Contest and to contact the Participants (if necessary)

7.3 Personal data provided by the Participants to the Organizer may be disclosed to the Organizer's service provider for the purpose mentioned above. The Service Providers includes vendors appointed to organize, manage or operate the Contest. Participants should be responsible for

ensuring the personal data provided is accurate, complete and not misleading.