

## Terms and Conditions

### 1. Contest

This Pepsi Can 2026 Harvest Festival Design ("**Contest**") is organised by Etika Sdn. Bhd. (Co. No. 197401000305 (17296-P)) ("**Organiser**"). The mechanics of this Contest are explained below. By participating and entering into this Contest, 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 Contest 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 2025.

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 shall start at 00:00:00 on 1<sup>st</sup> May 2025 and shall close at 23:59:59 on 30<sup>th</sup> of June 2025 ("**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 automatically.

### 4. Qualifying Criteria and Submission of Entries

4.1 To participate, Participants must ensure that their designs are made following the Pepsi can design template and layout as appearing on the website [insert website link].

4.2 Participants shall ensure that the submission made is in high resolution and shall be made within the Contest Period.

4.3 To participate in the Contest, the Participant must submit the following details in the website ("the **Contest Entry/Entries**"). We will only use the personal details for the Contest usage.

- (a) Full name as per NRIC; and
- (b) NRIC number;
- (c) Contact Number; and
- (d) Email Address.

4.4 Any Contest Entry / Entries which are incomplete (e.g. missing information, submission not in accordance to the template provided) 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 in the sole opinion of the Organisers will automatically be disqualified.

4.5 All Contest Entries are to be submitted strictly by ETIKA website ONLY. The Organiser will send NO acknowledgement of receipt with regard to all Entries submitted. For the avoidance of doubt, Contest Entry will be deemed accepted at the time of transaction of the Organisers and that the Organisers accepts no responsibility for any late, lost and/or misdirected Contest Entry/Entries for any reason whatsoever.

4.6 Each Participant may submit multiple Contest Entry/ Entries.

## 5. Contest Prizes

5.1 The prizes ("**Prize**") are as follows:

	<b>PRIZE</b>
First Prize	Ringgit Malaysia Eight Thousand (RM 8,000.00) only (x 2 winners)
Consolation Prize	Ringgit Malaysia One Thousand (RM 1,000.00) only (x 4 winners)

## 6. Winner Selection

6.1 All selected Prize winners ("Winners") will be contacted via **WhatsApp (+60 16-9566862)** (through the contact number provided in the Contest Entry). Should the first attempt to contact the Winners fail (e.g. no reply, telephone number not in service or no connection) TWO (2) further attempts will be made within the next twenty-four (24) hours of the first attempt. Where such further attempts are unsuccessful, the Organiser shall further leave a message via the Whatsapp app to and the selected Prize Winner is required to respond within three (3) working days. Where all attempts above is futile, the Organiser then reserves the right to disqualify the selected Winner. The Organiser will not be held liable in the event the Prize Winner cannot be contacted for any reasons whatsoever.

6.2 The Participants may be required to correctly answer a contest related question before being declared a Winner. In the event the Participant fails to correctly answer the question, the Organiser reserves the right to disqualify the Participant and a new Eligible Prize Winner will be selected accordingly.

6.3 The Organiser's decision in selecting the Prize Winner shall be final and no correspondence will be further entertained.

6.4 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.

6.5 The Prizes are non-transferable, non-refundable and non-exchangeable for cash. Prize 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.

6.6 Each Participant is only allowed to win only one (1) Prize through the Contest Period.

## **7. Winner Announcement and Delivery of Prizes**

7.1 All Prize Winners will be announced on Etika Holding Sdn. Bhd.'s website (<https://www.etikaholdings.com/campaigns>).

7.2 The Prize Winner announcement will be made on **1<sup>st</sup> week of Aug 2025**. Such date is subject to change by the Organiser at its sole discretion and without prior notice to any party.

7.3 All Prizes will be delivered to the Prize Winners before **31<sup>st</sup> Aug 2025**. However, in the event of any delay in the delivery due to unforeseen circumstances or any situation beyond the Organiser's control, the Organiser reserves the right to then arrange for the delivery of the Prizes to the Contest Winner in any manner that it deems fit.

7.4 All Prized that remains unclaimed as at **30<sup>th</sup> August 2025** will be forfeited and no further appeals will be entertained.

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

8.1 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").

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 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. Other Terms and Conditions**

9.1 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.

- 9.2 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 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 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.
- 9.4 By participating in the Contest and submitting the artwork design(s) of the can, the Participants expressly relinquishes any and all copyright and related intellectual property claims to the submitted artwork. The Participants acknowledges and agrees that the full ownership of the submitted artwork design, 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 design in any manner and for any purpose, without further notice or compensation to the Participant.
- 9.5 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 Contest Prizes.

## **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 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.

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 Contest, attending publicity programs or prize presentation ceremony (if applicable) and from the redemption/usage of the Contest Grand Prizes. 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 Contest Prizes, including but not limited to the merchantability, quality or their suitability of the Contest Prizes for any purpose.