

Terms & Conditions

Mountain Dew Do The Dew ("Contest") is organised by PepsiCo (Malaysia) Sdn. Bhd. (12246-H) ("Organiser") and is governed by these terms and conditions and any subsequent accompanying Contest details (if any) as provided by the Organiser (collectively referred to as the "Terms").

Staff or persons authorised by the Organiser is known as Admin.

This Contest is open to individual participants in Malaysia as per the eligibility criteria mentioned in point 2 below ("Participants").

By participating in this Contest, Participants acknowledge and agree that he/she has read and understood fully and agreed to be bound by the Terms.

The Terms may be updated at the sole discretion of the Organiser, and Organiser's decision is final and binding. Organiser reserves the rights to disqualify any submission by any Participant at its sole discretion. No correspondence from the Participants will be entertained in this regard.

1. Duration of Contest

This Contest will commence on (i) 00:00 hours on 8th May 2017 and closes on 11:59 pm on 16th June 2017 ("Contest Period"). The Organiser reserves the right to revise the Contest Period at any time without prior notification. All entries received outside the Contest Period will be disqualified.

2. Contest Eligibility

- (i) All Malaysian citizens of 16 years old and above are eligible to participate in the Contest and are required to provide valid IC.
- (ii) Non Malaysian residents (non-citizens) of 16 years old and above must provide valid passport No. and Malaysian residential address.
- (iii) The following group of persons shall not be eligible to participate in this Contest:
 - a. Employees of the Organiser [including its affiliated and related companies] and their immediate family members [children, parents, brothers and sisters, including spouses]; and/or
 - b. Representatives, employees, servants, Admins and/or agents of advertising and/or promotion service providers of the Organiser [including its affiliated and related companies], and their immediate family members [children, parents, brothers and sisters, including spouses].

3. Mode of Entry

- (i) Via Individual submission through the Mountain Dew website ("Website"): www.mountaindewmalaysia.com/dewlabel2017/index.php ("Website").

4. Submission Requirements

- (i) Participants must purchase a 500ml Mountain Dew bottle to participate in the Contest and retain the hard copy of receipt as proof of purchase till the end of winner's announcement day.
- (ii) Participants must upload a picture of the receipt once announced as winner on the Website and post submitting the photo content.
- (iii) Participants have to create and upload a picture of themselves doing anything that is related to the slogan 'There's No Feeling Like Doing' ie: extreme sports related) ("Entry")
- (iv) Submission of photos should not include elements that are deemed indecent or not in line with the concept and spirit of this Contest, offensive such as those that promotes racism, politics, religious, violence, foul language, bigotry, sexual or violent, misleading, promotes illegal activities or conduct that is abusive, or is threatening, obscene, defamatory, or libelous, hatred or physical harm of any kind, harasses or advocates harassment against any group or individual. The Organizer reserves the right to disqualify the submission should there be any of the above in a participant's submission.

5. Submission of entry

- (i) The Organiser reserves the right, at any time, to verify the Entry (including a participant's identity, age and place of residence) submitted in accordance with the Terms. Incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Terms will automatically be disqualified.

6. Selection of entries

- (i) All Entries will be reviewed by the Organizer. A Participant that fulfils all the requirements and completed all required personal details will qualify for judging.
- (ii) The Participants will be judged on the following parameters:
 - a. Originality
 - b. Image Quality
 - c. Story Quality
- (iii) If due to technical reasons or issues beyond the control of the Organiser, the submission through the Website is not available or is suspended or removed the Organiser's shall not be responsible for the same.

7. Prizes

- (i) Total 30 winners with the most creative entries will get a chance to win weekly prizes as per the details below:
 - (a) 1st week prizes – (Number of winners – 5)

- (b) 2nd week prizes – (Number of winners – 5)
- (c) 3rd week prizes –(Number of winners – 5)
- (d) 4th week prizes –(Number of winners – 5)
- (e) 5th week prizes –(Number of winners – 5)
- (f) 6th week prizes –(Number of winners – 5)

Each weekly winner will get 1x shirt and 1x waterproof bag

Organizer shall not be liable for any complaints regarding the quality of the prizes. The manufacturers will continue to be liable for the prizes, wherever applicable.

- (ii) At the end of Contest Period all valid entries will be eligible for the Grand Prize. One Grand Prize Winner shall be selected by the Organizer. The Grand Prize winner is entitled to a trip for 2 pax to Pattaya, Thailand for 3 Days and 2 Nights and an extreme activity package (Bungee Jumping and Human Slingshot Ride) and a spending money worth RM 1,000.00.
- (iii) Additional conditions for Grand Prize Winner:
 - i. All costs relating to travel from the Kuala Lumpur, boarding and lodging (Organizer's choice of hotel shall be final) for 3 days and 2 nights for the winner will be borne by the Organizer. All other expenses not expressly included above will not be borne by the Organizer or any other agency on Organizer's behalf, and will be the sole responsibility of the prize winner.
 - ii. Prize on the entry ticket to Bungee Jumping and Human Slingshot Ride will be paid by the Organizer. Organizer shall not be responsible in case the extreme activity is cancelled by the operator.
 - iii. Winners will have to arrange the passport and visa on their own and at their own cost. These documents must be ready with the winner at least **10** days before the scheduled date of the departure.
 - iv. Organizer's assume no responsibility in the event of non-availability of passport and visa and reserve the right to pass on the prize to next winner with valid documents.
 - v. Organizer shall not be responsible for any loss, injury or any other liability arising out of this trip or extreme activity for which the winners will be required to sign an indemnity in favour of Organizer.
 - vi. Organizer will contact the winner at the contact number given by him (maximum of three attempts, requiring the winner to contact Organizer), to verify the claim before redeeming the prize. In the event that the winner is untraceable after this, Organizer will be free to take out a new winner.
 - vii. If any Winner fails to take the trip when specified by the Organizer the prize will be forfeited in its entirety without any notice/intimation to the winner.
 - viii. The Organizer shall not be liable for any cancellations and/or delays in the train/flights/cars arranged for the winner due to any reason including but not limited to force majeure, logistical problems at the airports/railway stations/roads etc and the winner shall not have any claim against Organizer for the same and shall be deemed to have availed of his/her prize. Organizer shall not be responsible for any such

eventuality and the winner undertakes not to claim any compensation from Organizer for the same.

- (ii) A Participant can win multiple prizes throughout the Contest Period as long as materials submitted are not of duplicated content. All winners will be notified by email and the Organiser shall endeavour to contact the number provided up to a maximum of three (3) tries over the period of 15-day for further verification failing which another winner will be selected. Alphabet
- (iii) Prize Redemption
 - a. All prizes must be collected by Participant at BBDO (Malaysia) SDN BHD, Suite 50-01-01, Wisma UOA Damansara 50 Dungun, Damansara Heights, 50490 Kuala Lumpur.
 - b. Collection period is from 17th May to 21st June 2017, 10am to 4pm on working weekdays. On the date of collection, Grand Prize winner will have to decide and confirm on the date of flight to Thailand, which traveling period is on 28th – 30th July 2017. For winner who is under the age 18 must be accompanied by an adult).
 - c. All prizes are given on an "As Is" basis and are not exchangeable for cash, credit, other items or voucher in part or in full.
 - d. The risk in the prize(s) shall pass to the winner(s) upon delivery. It is the responsibility of the winner(s) to obtain, at their own cost and expense, the relevant & requisite warranties associated with the product prize(s) directly from the respective manufacturers/suppliers.
 - e. The actual prizes may differ from the visuals shown on the contest page.
 - f. As a condition of accepting the prize, winners may be required to sign any legal documentation as and in the form required by the Organiser and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.

8. Rights of the Organiser

- (i) By submitting an entry on the application, Participants will be bound by these Terms and acknowledge that all rights to the Artworks are released for general viewing and use by Organisers, its subsidiaries, affiliates and agents.
- (ii) The Organiser is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of the Website, any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet and/or Website.
- (iv) All entries submitted become the property of the Organiser. Entries will not be returned to any Participant. As a condition of entering into this Contest, each Participant licenses to the Organiser to use their Entry in any form or manner or media for an unlimited period for any reason including but not limited to future promotion, marketing or publicity purposes without any liability for payment of any consideration or otherwise for all times to come.

- (v) The Participant agrees not to assert any moral rights in relation to the use of the Entry.
- (vi) Organiser and their promotional agents reserve the right to remove/amend elements it deems indecent or not in line with the concept and spirit of this Contest without notice or explanation. It is at the sole discretion of Organiser what it considers inappropriate and unsuited for general public viewing.
- (vii) The Organiser shall reserve the right to publish, use the names and/or photographs of the winners as materials for the purposes of advertising and/or trade publicity, without any prior notice to the winners and the winners shall not be entitled to claim ownership or other forms of compensation on the materials.
- (viii) The Organiser reserves the right to modify, suspend or cancel this Contest in the event that it becomes not capable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Organiser, despite the best efforts of the Organiser.
- (ix) The Organiser reserves the right, in its sole discretion, to disqualify any Participant that is found or suspected of tampering with the Contest submission process, the operation of this Contest or to be in violation of the Conditions of Access of the Website. The Organiser reserves the right to disqualify any person who it reasonably suspects has violated or infringed any of these Terms and the Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this Contest, the Contest submission process and/or the Website.
- (x) The Organiser shall not be liable for any losses, damages, rights, claims and actions of any kind (including without limitation loss of damage to property or any personal injury or loss of life, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Contest, and/or the prizes, even if the Organiser has been advised of the possibility of such damages in advance; whether or not due to and /or arising from :
 - a. any condition caused by events beyond the control of the Organiser including those due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Organiser ;
 - b. any printing or typographical errors in any materials associated with the Contest; and
 - c. any claims by third party for infringement of intellectual property rights.
- (xi) All Participants shall indemnify and hold the Organiser including its directors, employees, affiliates, agencies, service providers and relevant business partners, harmless from and against all claims, liabilities, damages, fines, losses and/or expenses however arising incurred or sustained by the Organiser as follows:
 - a. in respect of any alleged or actual infringement of any intellectual property rights, copyright, trade and/or service mark, design rights of any third party with regard to the design submitted or any submission made in connection or arising out of this Contest;

- b. any loss and/or damage sustained and/or for which the Organiser may be liable as a result of breach of the terms and conditions herein;

9. Miscellaneous

- (ii) All disputes relating to this promotion shall be subject to the exclusive jurisdiction of Courts at Kuala Lumpur only.

11. Data Protection and Privacy Protection Notice

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(i) Participants' personal data including name, contact details and email address provided to participate in this Contest herein including any publicly available information available on social networking websites will be recorded, stored or otherwise processed by the Organiser for purposes relating to the administration of the Contest and for related advertising, publicity, marketing and communication relating to the Organiser ("Purpose"). Please be informed that the personal data may be disclosed to the Organiser's affiliates, service providers and relevant business partners (if any) for the Purpose and as permitted by applicable data privacy laws. Please note that it will be necessary for the Organiser to process the participating colleges and universities personal data for the Purpose, without which, the participating colleges and universities will not be able to participate in this Contest.

(ii) By participating, each Participant and/or where relevant the participating university/college has read, understand, agrees and consents to such details including without limitation personal data/information and all designs or ideas submitted for the Contest being collected, processed and used by the Organiser for:

- a. the Purpose stated herein ;
- b. marketing and Contest activities conducted in such manner as the Organiser sees fit worldwide in any media including without limitation the Internet, without further express consent from, and payment or consideration to the relevant Participant. Marketing and Contest activities includes without limitation the use and/or publication of any details provided in and/or in connection to the entries. In this regard, each Participant agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of the Organiser relating to the Contest;
- c. other Contest, marketing and publicity notification/information including future Contest, marketing and publicity notification/information from the Organiser from time to time;
- d. the Organiser has the rights to use ideas submitted for the Contest;
- e. none of the submitted designs can be presented to any other organisations for any purpose.;

(iii) In addition, where any of the data/information especially personal data (including all designs submitted for the Contest) relating to the Participant and/or third parties (where applicable) are submitted to the Organiser and/or by any entrant in connection to this Contest, each Participant:

- a. warrants that they are in possession of all necessary consents and shall continue to maintain such consents as may be required for the Organiser's and/or usage and processing of such data/information;

- b. agrees that it shall be the said Participant's responsibility to advise the Organiser in writing should there be any relevant change in the said data/information provided to the Organiser which requires action on the part of the Organiser;
- c. warrants that pursuant to the foregoing paragraph hereto, they are in compliance with the relevant privacy laws and regulation including without limitation Personal Data Protection Act 2010.