

MOUNTAIN DEW – DEW CHALLENGE 2016 (“Event”)

Mountain Dew’s Dew Challenge 2016 is a Digital Gaming Challenge. The Challenge comprises of 2 games; Dota 2 (a team based MOBA game where each team requires 5 individuals) and the Mountain Dew Mobile Game Challenge (a one player augmented reality game). The total prize pool for the 2016 Mountain Dew’s Dew Challenge is RM200,000 of which is divided into RM150,000 and RM50,000 for Dota 2 and Mountain Dew’s Mobile Game Challenge respectively. Each Challenge is conducted separately and is subject to the respective terms and conditions of each game.

Terms & Conditions may vary at the sole discretion of Etika Sdn Bhd (*formerly known as Permanis Sandilands Sdn Bhd*) (17296-P) henceforth referred to as “the Organiser”, and shall be final. Any debate or disagreements from the participants may result in a disqualification. No further correspondence from the Organiser is required.

All challenge information, game format and Terms and Conditions are correct as published at www.mountaindewmalaysia.com or Mountain Dew Malaysia Facebook. The Organiser reserved the rights to update any information and/or Terms and Conditions during the Campaign period without prior notice

Further is the complete Terms and Conditions for Mountain Dew Mobile Game Challenge

1. General

1.1 Administration

- 1.1.1 Staffs or authorised personnel by the Organiser will be henceforth referred to as “Admin”
- 1.1.2 Official announcements as well as statements of Admin at any place (e.g. competition website, support ticket reply, Skype, Steam) can ignore or overrule the following rules in order to make the competition as fair as possible. In case of contradicting declarations, the most recent announcement or admin statement shall prevail.

1.2 Individual Participants

- 1.2.1 All Malaysian citizens are eligible for this tournament and will be required to provide a valid identity card.
- 1.2.2 Non-Malaysian residents (non-citizens) are able to participate but will not qualify for the Finale and must provide a valid passport details and Malaysian residential address for participation.
- 1.2.3 Participants must be 13 or older. Participants under the age of 18 must complete a parental consent form and to be handed to an Admin at the relevant qualifier.
- 1.2.4 Employees of the Organiser, participating sponsors and their advertising agencies and members of the immediate family of any such persons are not eligible to participate and win.
- 1.2.5 Participants must be of sound physical condition, free of any serious medical conditions. If an individual is allowed to participate, it is his/her responsibility to inform the Organiser of a possible risk factors. Participation is at the participants own risk, the Organiser will not be responsible for any injury

1.2.7 Registration is to be completed on-ground at each Regional Qualifying location stipulated below from 9:00 am to 6:00 pm at each designated registration time slot. Refer to 1.2.10 for time slots and scheduling.

- Penang (Dot Cyber Cafe, Event Date: 15th & 16th October 2016)
- Selangor (INC Cyber Café SS2, Event Date: 5th & 6th November 2016)
- Kuala Lumpur (Orange Stadium, Setapak, Event Date: 12th & 13th November 2016)
- Kuantan (W.O.C. Cyber Café, Event Date: 19th & 20th November 2016)
- Johor Bahru (818 Cyber Cafe, Event Date: 25th & 26th November 2016)

1.2.8 The Organiser reserves the right to reject any application for participation at the sole discretion of the Organiser if the participant is not deemed fit

1.2.9 Entries for participation is considered void should there be incomplete details during Registration

1.2.10 All participants must adhere to the below schedules, game slots and qualifying details.

Time	Slots	Registration	Registration (Repeat Registration)
9:00			
9:10			
9:20			
9:30			
9:40		SLOT A REGISTRATION 30MINUTES	
9:50			
10:00	A 1H 30MINUTES		
10:10			
10:20			
10:30			
10:40			
10:50			
11:00		SLOT B REGISTRATION 30MINUTES	
11:10			
11:20			
11:30	B 1H 30MINUTES		PREVIOUS SLOT PARTICIPANTS REGISTRATION
11:40			
11:50			
12:00			
12:10			
12:20			
12:30			
12:40			
12:50			
13:00	BREAK		
13:10			
13:20			
13:30		SLOT C REGISTRATION 30MINUTES	
13:40			PREVIOUS SLOT PARTICIPANTS REGISTRATION
13:50			
14:00	C 1H 30MINUTES		
14:10			
14:20			
14:30			
14:40			
14:50			
15:00		SLOT D REGISTRATION 30MINUTES	
15:10			
15:20			
15:30	D 1H 30MINUTES		PREVIOUS SLOT PARTICIPANTS REGISTRATION
15:40			
15:50			

16:00			
16:10			
16:20			
16:30			
16:40		SLOT E REGISTRATION 30MINUTES	
16:50			
17:00	E 1H 30MINUTES		PREVIOUS SLOT PARTICIPANTS REGISTRATION
17:10			
17:20			
17:30			
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18:20			
18:30			
18:40			
18:50			
19:00			

1.2.11 Participants that have qualified for the grand finals based on the criteria stated in 1.2.10 are not permitted to participate in any other qualifiers. Re-entry into the event will result in a disqualification of the qualified spot.

1.2.12 Participants that have not qualified for the grand finale are able to re-enter into the competition and can do so by following the event registration process. Participants re-entering will have their scores reset to ensure fair play.

1.2.13 If the top scorer could not attend the Finale in KL, the Runner Up of that slot will be attending the Finale in KL. In the circumstance that a qualified finalist is unable to attend the Grand Finale, their slot will be offered to the runner up from the state in which they have qualified.

1.3 Commitments

1.3.1 By attending the competition participants acknowledge without limitation to comply with the rules and regulations, official announcement, and with the statements and decisions made by the Organiser

1.3.2 Every participant acknowledges the right for the Organiser to modify the rules and regulations for adjustments at any time without notice

1.3.3 Every participant has to show the needed respect towards the Organiser, Admin and other participants. Insults and unfair or disrespectful behaviour towards anyone will not be tolerated and will be punished

1.3.4 Participants shall not hold the Organizer responsible for any form of damages, losses, penalties and/or costs in the event of occurrence of any form of accidents, injuries, deaths, loss of any assets and/or loss of any other items as a result of participation in the Event. Every participant must sign an indemnity form before their respective qualifier

1.3.5 Undertakes and agree with the Organizer and/or the Event Administrator that the Participant will not issue any form of statement (written or otherwise) in any form of media of communication (which includes but not limited to publication in printed media, blogs, Twitter, Facebook and/or any other multimedia or internet communications) with the intent of tarnishing the image of the

Organizer, sponsors or the conduct of the event failing which the Organizer shall have its absolute discretion to forfeit any form of prize which the Participant and/or his/her team is entitled to

- 1.3.6 Participants accepts the official schedule of the competition and declares their ability to be available during the stipulated Finale dates (insert location, Event Date: 11th December 2016)
- 1.3.7 Participants has to try to win every game at every stage of the competition. Purposeful losing for any reason is strictly forbidden; any instances of match fixing will be met with immediate disqualification
- 1.3.8 Individuals that qualify for the Grand Finale will be obligated to compete in the event for the dates of 12th December 2016
- 1.3.9 The Grand Finale will consist of top 10 players from each Region through a final score of points from the Regional Qualifiers. All travel, accommodation & logistic arrangements are to be borne by the participant and not the Organiser. The prize breakdown for the Challenge is as below:

Total Prize Pool:	RM52000
1st Place	RM15,000.00
2nd Place	RM10,000.00
3rd Place	RM5,000.00
4th Place	RM2,000.00
5th Place	RM2,000.00
6th – 50th Place	RM400.00 (each)

Organizer's decision is final and shall not be disputed.

- 1.3.10 Participants shall not hold the Organizer responsible for any form of point loss or penalties and/or costs in the event of occurrence of any form of poor network connectivity and battery levels during participation of the Event
- 1.3.11 The Organiser shall not be held liable in the event the mobile application undergoes technical issues

1.4 Communication

- 1.4.1 The primary communication platform is through microsite at www.mountaindewmalaysia.com and Mountain Dew Malaysia Facebook
- 1.4.2 Finalist from Regional Qualifiers to proceed to Finale has to be available on 11th December 2016, Time, Venue for registration Challenge
- 1.4.3 If the participant/individual is not contactable for an extended period of time (at least 24 hours) the Organiser reserves the right to disqualify the participant/individual.

1.4.4 Participants have to be available as much as possible, and check their email regularly for updates and information about the Challenge until they get eliminated from the Competition. Failure to do so, the Organiser will not be held responsible/liable over any form of miscommunication

2.0 Players and Participation

2.1 All Participants have to provide the Organiser or Admin the following details

- Full name of participant
- Valid contact number
- Email address
- NRIC/Passport number
- Nationality
- Mailing address
- Emergency Contact – name and contact number
- Parental consent & witness (if necessary/below age 13)

2.2 Submission of false information may result in immediate disqualification without formal (and/or prior) notice

2.3 Dota 2 players are eligible to take part in the Mobile Gaming Challenge, as both the Mobile Game Challenge and Dota 2 Finals are held at the same event, the participant must choose which he/she would like to participate in.

2.4 If a participant has successfully qualified for the Grand Finale at a specific location but chooses to partake in another regional event, the participant’s final recorded points will follow the highest recorded points over all participated qualifiers.

3. Schedule

3.1 Match Times

3.1.1 The official schedule of the Event (below) is subject to change and at full discretion of the Organiser at any time and under any circumstance may reschedule or cancel the event without prior notice.

3.2 Organiser reserves the rights to reschedule timing under circumstances and Organiser have the rights to cancel Event at any point of time with/without prior notice. Organiser is not held liable for any delay of schedule and/which results to whatever the outcome of the Participant

3.2 Schedule set is as per and Participants cannot dispute schedule and timing. Any form of dispute or non-abidance of timing will result in immediate disqualification

3.3 Regional Qualifiers and Grand Finals will have the following schedule:

Regional Qualifiers Schedule

Time	Slots	Registration	Registration (Repeat Registration)
9:00	A	SLOT A REGISTRATION 30MINUTES	
9:10			
9:20			
9:30			
9:40			
9:50			
10:00			

10:10	1H 30MINUTES		
10:20			
10:30			
10:40			
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11:00		SLOT B REGISTRATION 30MINUTES	
11:10			
11:20			
11:30	B 1H 30MINUTES		PREVIOUS SLOT PARTICIPANTS REGISTRATION
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13:00	BREAK		
13:10			
13:20			
13:30		SLOT C REGISTRATION 30MINUTES	
13:40			PREVIOUS SLOT PARTICIPANTS REGISTRATION
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15:00		SLOT D REGISTRATION 30MINUTES	
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15:30	D 1H 30MINUTES		PREVIOUS SLOT PARTICIPANTS REGISTRATION
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16:30		SLOT E REGISTRATION 30MINUTES	
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17:00	E 1H 30MINUTES		PREVIOUS SLOT PARTICIPANTS REGISTRATION
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18:30			
18:40			
18:50			
19:00			

Grand Finale Schedule

TBC

3.2.1 3.4 Game play – no extension of time. Organiser set the timing of the game and Participants needs to abide. Any sort of bending of rules will result in an immediate disqualification

3.4 Punctuality

3.2.2 Participants must check in at least 30 minutes prior to their game time on event days for registration. Participants must be prepared with relevant documents/personal details/info required to advance into Challenge

3.2.3 Game play – no extension of time. Organiser set the timing of the game and Participants needs to abide. Any sort of bending of rules will result in an immediate disqualification

Game Rules

3.2.4 Bugs and technical faults: If any serious mobile application bugs or technical difficulties occur, the Organiser has the right to decide on the outcome and next path of action for the Event. Knowingly abusing a bug is strictly forbidden and will result in immediate disqualification. Organiser will not be held liable for damage of mobile devices during game play

3.2.5 Game Recovery: If a game is unable to continue due to a glitch or crash or other exceptional circumstances, the game will be continued with points from a previous save and/or determined otherwise by the Organiser.

3.2.6 Admin has the rights to check or investigate participant's mobile devices at any point in time of irregularities or errors or any suspect of irregularities

3.2.7 Mobile devices used during Challenge are not transferable to any other participants/representative. Mobile devices should belong to registered Participant – if found otherwise, immediate disqualification will take place

3.2.8 Any non-authorized persons present in the game will void the result of the game and cause remake of the game – Organiser will not bear liability/responsibility in this

3.2.9 A restart is at the sole discretion of the Organiser if deemed valid

3.2.10 Participants are not allowed to use transportation from one point to another, if caught breaking rules, it will result in immediate disqualification

3.2.11 Tools/Hacks: The usage of any mobile application-related tool to hack the game will result in immediate disqualification. Marshalls have to right to flag to Admin and to check mobile devices on the spot in the event suspicion of hacking/cheating during the Event

3.2.12 Participants are not allowed to use any sort of motorized vehicle during the duration of the Event

3.2.13 Ending: A game is finished, when the duration of the Event has ended or at the discretion of the Organiser

3.2.14 Weather: Organiser reserves the rights to cancel/postpone Event in the event situation is deemed hazardous to Participants

3.2.15 Participants must wear their tags at all times for easier recognition. Participants without the tags are not allowed to play at the particular slot.

Rule Violation & Punishment

3.2.16 Breaking of the rules of ignoring the orders or instructions from the Organiser/Admin/Marshall may result in a punishment for Participants. Penalty is to be determined at the sole discretion of the Organiser

5. Game Mechanics

5.1. Regional Qualifiers

5.1.1. Participants may download the application on iOS and Android prior to Regional Qualifier events. A tutorial will be enabled for participants to familiarize themselves with the Challenge.

5.1.2. On day of registration participants will proceed to their on-ground qualifying location to register and receive a unique activation code.

5.1.3. Once the activation code is entered into the app, the app will unlock and the Challenge will begin.

5.1.4. Participants must then travel across a 1 KM radius around the stated venue to collect a range of bottles which results in points attained.

5.1.5. Point Allocated is different for captured Drones/Mountain Dew bottle (variants) as listed in the tutorial

5.1.6. A winner is determined when:

5.1.6.1. A participant has completed the full duration of their slot (round) and finished as the highest point accumulated in that particular slot

5.1.6.2. A participant will be awarded based on their prize pool as stated above.

5.1.7. Participants will enter into a battle mode if 2 participants are trying to collect the same bottle.

5.1.8. When battling, participants will need to collect as many points within a fix duration in order to win the battle.

5.1.9. The winner of the battle will receive the bottle and its allotted points while receiving a battle bonus of which is points are taken from their opponents.

5.1.10. The loser of the battle will have 50 points removed and given to the winner of the battle.

5.1.11. Each Qualifier will consist of 2 days, participants will have multiple chances (according to the schedule provided) to qualify for the Grand Finale.

5.1.12. A total of 5 participants will qualify per day, per Regional Qualifiers.

5.1.13. A total of 50 participants will qualify for the Grand Finale across 5 states; Penang, Kuala Lumpur, Selangor, Johor Bahru & Kuantan.

5.2. Grand Finale

5.2.1 The top 50 finalist will go through a full day endurance challenge to collect the most points.

5.2.1.1. A winner is determined when:

5.2.1.1.1. Participants have completed the full duration of the Challenge.

5.2.1.1.2. Based on scores, the participants are ranked based and awarded according to the prize pool stated above.

5.2.1.2. Schedule is as follows:

Time	Slots	Registration
9:00		
9:10		
9:20		

9:30		
9:40		REGISTRATION
9:50		30MINUTES
10:00	7HOURS	
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19:00	

6.0 Legal

6.1 Legal proceedings are not permitted.

6.2 The Organiser reserves the right to use names/photographs of participants as materials for the purposes of advertising, trade and publicity without any prior notice to the participants. Participants will not be entitled to claim ownership or other forms of compensation on such uses.

6.3 The participants hereby confirm that all his/her personal data stated in the contest form is true and complete and that he/she has read these terms and the Privacy Policy at <http://www.mountaindewmalaysia.com/privacy> ("**Privacy Policy**"). By clicking the electronic consent box or submitting any personal data, the participants irrevocably consent and agree to the processing of his/her personal data in accordance with these terms and the Privacy Policy. The participants authorize the Organiser to process any of his/her personal data and information and to disclose the same to any related existing or future business partners or strategic alliance and/or any other third party as the Organiser may in its absolute discretion deem necessary or expedient for the purpose of the Event or marketing and promotion of products and services. The Participants hereby confirm that no further permission or consent from him/her is necessary or required in relation thereto and this shall constitute the consent required under the Personal Data Protection Act 2010 or any other contractual consent for such disclosures of information.

7. Miscellaneous

7.1 Winners shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident [including death] resulting from their participation in this Challenge, redemption and/or usage of the prizes. The Organizer shall not be responsible for any liability, mishap, loss, damage, claim or accident in any manner whatsoever.

7.2 All costs and/or any other costs, fees and/or related expenses that are incurred to participate in this Event and to redeem the prizes are the sole responsibility of the winner.

7.3 Organizer shall not be liable for any loss or damage due to Act of God, Governmental actions, other force majeure circumstances and shall not be liable to pay any amount as compensation or otherwise for any such loss.

7.4 Grand Finale – Prize Distribution will take place 90 days after the Grand Finale.

7.5 The Organizer reserves the right, in its sole discretion, to disqualify any participant that is found or suspected of tampering with the Event or the game submission process, the operation of this Event. The Organizer reserves the right to disqualify any person who it reasonably suspects has violated or infringed any of these general terms and conditions and the Organizer reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to this online Event.

7.6 All disputes relating to this Challenge shall be subject to the exclusive jurisdiction of Courts at Malaysia only.