



“Dew Challenge” Contest Rules and Terms And Conditions

1. Organizer

The “Dew Challenge” (“Contest”) is organized by Etika Sdn Bhd (“Organizer”)

2. Eligibility

2.1 The Contest is open to persons who fulfil the following criteria:

- (a) Aged 16 years and above, with parental or guardian consent to be provided to the Organizer;
- (b) Malaysian and/or permanent residents in Malaysia; and
- (c) In respect of Round 3 and 4 of the Contest, the Organiser reserves the right to determine additional eligibility criteria due to the physical nature of the Contest gameplay.

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; and
- (b) Employees of the Organiser’s affiliates and/or related companies and their immediate family members;

3. Contest Period

3.1 The Contest Period for each respective round of the Contest is as follows:

- (a) In relation to Round 1 commences on 00:00 on 7 September 2023 and shall close at [23:59] on [31st October 2023]
- (b) In relation to Round 2 commences in the month of November 2023.
- (c) In relation to Round 3 commences in the month of November 2023.
- (d) In relation to Round 4 commences in the month of December 2023.

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.

4. Contest Structure and Qualifying Criteria

4.1 The Contest is divided into 4 rounds (“Round”) with the qualifying criteria for each Round specified in these Terms and Conditions.

4.2 Round 1: “Dew Points” Collection Round

Qualifying criteria and collection of points



- (a) The Participant must register an account at <https://dewchallenge.com> (“**Account**”) and submit the following details to the Organiser
 - (i) Full name as per NRIC;
 - (ii) NRIC or Passport Number; and
 - (iii) Contact Number.
- (b) Upon registration of the Account, the Participant shall use that Account for the collection of eligible “Dew Points” (“**Points**”) in the Contest.
- (c) The Account is non-transferrable and is personal to the Participant based on the registration details provided at Clause 4.2(a). Any Account that is found to be transferred to any other person other than the registered Participant shall be suspended and the registration of that Account shall be deemed null and void.
- (d) The collection of eligible Points shall only be for the duration of the Contest Period for Round 1 as specified in Clause 3.1(a) of these Terms and Conditions
- (e) Points may be collected in the following manner

| No. | Description | Points |
|-----|---|---|
| 1 | Scanning of QR Code at Participating Outlets (“ QR Code ”) | - Randomized allocation of Points per QR Code credited to the Account |
| 2 | Purchase of Special PUBG Mobile Label Mountain Dew 400 ml bottle and find the code under the white cap (“ Bottle Code ”) | - Randomized allocation of Points per Bottle Code credited to the Account |

** The Eligible Winners for Round 1 Contest Prizes is subject to Terms and Conditions at Clause 6 of these Terms and Conditions*

- (f) The Points are non-exchangeable for cash
- (g) **Winner Selection:** The Eligible Winners of Round 1 based on the highest number of Points collected during the Round 1 Contest Period. The highest number of Points shall be determined based on the following rules (“**Points Determination Rules**”):



- a. Participants are to register for an account on dewchallenge.com (website).
 - b. Participants are to collect Dew Points through the following method.
 - c. Collect Dew Points through the redemption of under the cap codes on the website from white bottle-capped Mountain Dew original and/or Pitch Black bottles.
 - d. Collect Dew Points by scanning Dew Challenge Partner QR codes at Dew Challenge Partner outlets.
 - e. Participants may switch teams until the 18th of October 2023.
 - f. Team points are determined as a whole and are counted collectively as a team.
- (h) The Round 1 Eligible Winners shall be published and announced on the Contest website (<https://dewchallenge.com>) on 20th October 2023. The Round 1 Eligible Winners will also be notified via email and contact number provided of which the Round 1 Eligible Winners shall be required to confirm participation in Round 2 of the contest within the period specified in the notification email or message. Non confirmation shall deem the Round 1 Eligible Winners Participants as not participating in Round 2 of the contest.
- (i) The announcement date of the Round 1 Eligible Winners is subject to change by the Organizer at its sole discretion and without prior notice to any party. The decision of the Round 1 Eligible Winners made by the Organizer is final.

4.3 Round 2: “PUBG” Mobile Tournament

Qualifying criteria and participation in Round 2: “PUBG” Mobile Competition

- (a) The Eligible Participants for Round 2 of the Contest shall be the Top 20 winning teams of North, South and East Malaysia region and Top 40 winning teams (divided into 2 groups) in the Central Malaysia region (based on the collectively highest number of Points collected) in Round 1 of the Contest as announced by the Organizer. Each of the North, South, East and Central Malaysia region shall be referred to as “Region” where the respective areas in the “Region” shall be determined by the Organizer.
- (b) The Eligible Participants for Round 2 of the Contest shall participate in a “PUBG” Mobile Tournament as follows:
 - a. Participating teams must have a team of 4 active players and 1 substitute player to be eligible to play PUBG Mobile.
 - b. Participating teams must physically be at their Region venue to play in the Regionals “PUBG” Mobile Tournament of their region.
 - c. Participating teams shall own mobile devices with the capabilities to play PUBG MOBILE.
 - d. Each participating team shall play 4 rounds of a game chosen by the Organizer.
 - e. Participating teams should collect points via kill points and/or placement points in each match round. Points system are calculated through the Rule Book. For purposes of this



Terms and Conditions “Rule Book” means the official set of game rules for the “PUBG” Mobile Tournament and “Live” PUBG Mobile Paintball Competition respectively on the basis of which game play is conducted and decisions are made as published and provided by Etika.

- (c) Competition rules for gameplay for the Round 2 “PUBG” Mobile Tournament and winners are subject to the Rule Book and determined by the Organizer.

4.4 Round 3: Regional “Live” PUBG Mobile Paintball Competition

Qualifying criteria and participation in Round 3: Regional “PUBG” Live Paintball Competition

- (a) The Eligible Participants for Round 3 of the Contest shall be the Top 4 winning teams in the North, South and East Malaysia region and Top 8 winning teams in the Central region (divided into 2 groups) of Round 2 of the Contest as announced by the Organizer.
- (b) The Eligible Participants for Round 3 of the Contest shall participate in a PUBG Mobile “Live” Paintball Competition as follows:

Play PUBG Mobile Tournament competition upon completion of the Round 2 Play Paintball Competition

- (a) Competition rules for game play for the Round 3 “Live” Paintball Competition is subject to the Rule Book and winners shall be determined by the Organizer.

4.5 Round 4: Grand Final “PUBG” Mobile Tournament and “Live” PUBG Mobile Paintball Competition

- (a) The Eligible Participants for Round 4 of the Contest shall be the Top 4 winning teams of North, South and East Malaysia Region and Top 8 winning teams of Central Region (divided into 2 groups) of Round 3 of the Contest as announced by the Organizer.
- (b) The Eligible Participants for Round 3 of the Contest shall participate in the Grand Final “Live” PUBG Mobile Paintball Competition as follows:

Play PUBG Mobile Tournament competition
Play Paintball Competition

- (c) Competition rules for game play for the Round 4 Grand Final “Live” Paintball Competition is subject to the Rule Book and winners shall be determined by the Organizer.



5. Participating Outlets For Round 1 Of The Contest

The following are the outlets participating in the Round 1 Contest (“Participating Outlets”)*:

- (i) MORAC
- (ii) Taco Bell
- (iii) Domino’s
- (iv) MBO Cinema
- (v) AEON
- (vi) 7 Eleven
- (vii) HONOR
- (viii) Mahsa Uni
- (ix) Mahsa Avenue
- (x) UCSI KL
- (xi) UCSI Sarawak
- (xii) UITM Sabah

*All Participating Outlets are situated in Peninsular Malaysia and East Malaysia only

6. Contest Prizes

- 6.1 The Organizer reserves the sole right to substitute any of the Contest Prize or any part thereof with a prize/voucher of equivalent value in the event the original prize/voucher offered is, for any reasons whatsoever, no longer available.
- 6.2 The Contest Prizes are non-transferable, non-refundable and non-exchangeable for cash
- 6.3 The Eligible Winners shall 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 participation and acceptance of the Contest Prize.
- 6.4 The Contest Prizes for each Round of the Contest is as follows:

| No. | Rounds | | Contest Prizes |
|-----|---------|--|--|
| 1 | Round 1 | Scanning of QR Code at Participating Outlets OR | - Participating Outlet vouchers* - Participating Outlet prizes <i>*eligible to win Contest Prizes of Participating Outlet’s vouchers based on random selection imbedded in the QR Code</i> |



| | | | |
|----|---------|---|---|
| | | | |
| 2 | | Purchase of Special PUBG Mobile Label Mountain Dew 400 ml bottle and find the code under the cap (" Bottle Code ") | <ul style="list-style-type: none"> - "PUBGM" in-game credits* - "PUBGM" in-game items* - "PUBGM" x Mountain Dew in-game items* - "PUBGM" x Mountain Dew merchandise* - Participating Outlet prizes <p><i>*eligible to win Contest Prizes of PUBGM in-game credits, PUBGM in-game items, PUBGM x Mountain Dew in-game items and PUBGM x Mountain Dew merchandise (collectively the "PUBGM Prizes") are based on random selection imbedded in the Bottle Code. The "PUBGM Prizes" will be awarded during the Round 2, 3 and/or 4 physical event at the Organizer's booth</i></p> |
| 3. | Round 2 | "PUBG" Mobile Tournament | Total prize pool of RM 100,000 to be awarded to Eligible Winners based on the Eligible Winner's placing in the competition. |
| 4. | Round 3 | Regional "Live" PUBGM Paintball Competition | |
| 5. | Round 4 | Grand Final "PUBG" Mobile Tournament and "Live" PUBGM Paintball Competition | Total prize pool of RM 100,000 to be awarded to Eligible Winners based on the Eligible Winner's placing in the competition. |

6.5 All Round 1 Contest Prizes including the PUBGM Prizes that is unclaimed at the Round 2, 3 and/or 4 physical event shall be forfeited and no further appeals will be entertained and Points collected which are not determined to be the Eligible Winners of the Round 1 Contest are forfeited and null and void.



7. Winner Selection

- 7.1 All Eligible Winners in each Round of the Contest will be based on the Contest Structure and Qualifying Criteria as set out in Paragraph 4 of these Terms and Conditions.
- 7.2 The Organizers' decision in selecting the Eligible Winners for each Round of the Contest shall be final and no further appeals or correspondences shall be entertained.

8. Personal Data and Privacy Policy

- 8.1 By participating in the Contest, the Participants hereby declares that all information provided are accurate and have read and understood the Organizers' 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/ETIKA%20html/Malaysia/PrivacyPolicy.html>. The Organizer reserves the right to update and amend the Privacy Policy from time to time.
- 8.3 The Participants also further consent for the Organizer 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 Organizer and act on the Organizers' behalf ("**Authorized 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 deemed to have read, understood and agreed to be bound by the Contest Terms & Conditions. The Organizer 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 Organizer 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 discretion 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 claim any compensation against the Organizer (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 of the Contest.

- 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, all Participants agree to defend, indemnify and hold the Organizer and its service providers 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.
- 9.5 The Contest and its terms and conditions are governed by the laws of Malaysia and all registered users, and the winners agree to irrevocably submit themselves to the exclusive jurisdiction of the Malaysia courts in the determination of any matter or dispute arising in connection therewith.
- 9.6 Any provision in the terms and conditions which is held to be invalid or unenforceable for any reason by any court, governmental department, body or tribunal, or in any applicable jurisdiction shall be ineffective to the extent of such invalidity or unenforceability and will not invalidate or render unenforceable the remaining unaffected provisions hereof and should any provision be held invalid or unenforceable in an applicable jurisdiction such provision shall not be invalidated or rendered unenforceable in any other jurisdiction.
- 9.7 The Organizer reserves the right at any time in its sole and absolute discretion to determine and/or amend or vary these terms and conditions without prior notice, including but not limited to cancelling, extend, terminating or suspending this Contest, the eligibility terms and criteria, the selection and number of winners, and the timing of any act to be done, and all Participants shall be bound by these amendments.
- 9.8 In case of a force majeure event, including but not limited to any cause beyond the control of the Organizer including without limitation, an act of God, act of government or order of government, pandemic, epidemic fire, war, strike, riot or flood which is beyond the reasonable control of the Organizer, the Organizer may at its sole discretion suspend, cancel or terminate the Contest at any time accordingly.
- 9.9 Where a Bahasa Malaysia version of these Terms and Conditions are made available, the English version of these Terms and Conditions shall prevail.

10. Disclaimer of Liability



- 10.1 The Organiser and its service providers for the Contest shall 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 crediting the Points, Contest Prizes or other communication by Eligible Participants in relation to participation in any Round of the Contest 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 Eligible Winners), omission, interruption, deletion, defect, delay in operation or transmission, internet line failure, theft, destruction of, and/or unauthorized access to the Contest and Points submission in in respect of Round 1, or any malfunction of any computer hardware or software whether or not the same is due to viruses, bugs or other causes beyond the Organizers' or service providers' 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 Prizes. To the extent permitted by law, the Organizer and Service Providers shall have no liability to the Participants in any respect whatsoever.
- 10.3 The Organizer 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 Prize for any purpose.