

## AU-NZ SEAGATE WEEKLY PROMOTION EXTRAVAGANZA (“Promotion”)

**12/13/2021 - 12/19/2021**

### OFFICIAL RULES

These Official Rules (“Rules”) govern the Promotion. If you do not agree with these Rules, do not participate in this Promotion or accept a Promotion Giveaway (defined below). Participation in this Promotion (including any acceptance of a Promotion Giveaway) is deemed acceptance of these Rules.

#### 1. GENERAL

<b>Promotion Period</b>	Starts: 12/13/2021 12:00 AM Australian Eastern Daylight Time("AEDT") Ends: 12/19/2021 11:59 PM Australian Eastern Daylight Time ("AEDT")
<b>Eligible Products</b>	Product(s) listed on Appendix A
<b>Eligible Purchase</b>	Purchase of at least one (1) unit of Eligible Product from a Participating Retailer (defined below)
<b>Promotion Giveaway</b>	Item(s) listed on Appendix A
<b>Territory</b>	Australia; New Zealand
<b>Participating Retailer</b>	Seagate Authorized Retailers listed on Appendix B

An Eligible Australian or New Zealand End User Customer (as defined in Section 2 below) that purchases an Eligible Product from a Participating Retailer during the Promotion Period and submits the proof of purchase as instructed below will receive a complimentary Promotion Giveaway up to a limit of one (1), per participant. The “Sponsor” or “Promoter” of this Promotion is Seagate Technology Australia Pty. Limited, Level 1, 93 George Street, Parramatta, NSW, 2150, Australia, ABN: 87003840428 whose decisions will be final and binding on all Promotion matters, subject to applicable law.

**2. ELIGIBILITY.** Participation in the Promotion is limited to the LEGAL RESIDENTS OF AUSTRALIA and NEWZEALAND WHO ARE OF LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AS OF THE DATE OF ENTRY. This Promotion is void outside the Territory and where is prohibited by law. Employees of the Sponsor and its affiliates, and employees of their agents or individuals involved in any part of the administration of this Promotion, and each of any employee’s immediate family members (parent, sibling, spouse, and children) and household members, Seagate distributors and channel partners, and Seagate retailers and their subsidiaries are not eligible to participate in the Promotion.

**3. ENTRY AND PARTICIPATION.** In order to participate in this Promotion, the Eligible Participant must complete an Eligible Purchase from a Participating Reseller during the Promotion Period *and submit a copy of their receipt as proof of purchase* during the Claim Period at <http://nbg.seagate.com/anzpromotions-EUpromo> with their completed online entry form (collectively, an “Entry”), as instructed. All Entries must be submitted during the Claim Period. The Claim Period is from 12/13/2021 12:00 AM AEDT to 12/24/2021 11:59 AM AEDT. The Sponsor is not responsible for Entries that are not received for any reason, or for Entries received but not decipherable

for any reason. The Sponsor may automatically disqualify any incomplete or illegible Entry or any entries that the Sponsor determines are invalid for any other reason, subject to applicable law.

**4. GIVEAWAY FULFILLMENT.** Promotion Giveaways will be processed and distributed via a promotion code or URL link through email or SMS text within 4 weeks after the Promotion Period ends or as may otherwise be directed by Sponsor (through its Eligible Resellers) for availability within twenty-eight (28) days following verification of Entry. Participants are responsible for all federal, state, provincial and local taxes (including income and withholding taxes) and any other costs and expenses associated with Promotion Giveaway acceptance and use not specified herein as being provided. Participants may not substitute, assign or transfer Promotion Giveaway, or redeem Promotion Giveaway for cash, but Sponsor reserves the right, at its sole discretion, to substitute Promotion Giveaway (or portion thereof) with one of comparable or greater value. Prizes are available during the Promotion Period only while supplies last.

#### **5. PRIVACY NOTICE.**

**4.1 Privacy Notice.** Participant agrees and acknowledges that information regarding participants (including but not limited to name and contact information) may be collected (for example from Entry materials submitted) in connection with the administration and fulfillment of this Promotion and Promotion Giveaways, and Sponsor may disclose this information to administrators, suppliers and/or their respective agents. This Promotion is hosted in Territory. Your personal information may be accessed, transferred or stored in these and other countries that may not be subject to data protection laws of the same standard as those of your country. By submitting an Entry and information in connection with this Promotion, participant consents to Sponsor collecting, using, transferring and storing outside the country where entrant is located, and sharing his or her personal information to administer and fulfill this promotion, including through its agents and as set forth in the Rules. Personal information collected for the purposes of this Promotion will be used for the purposes of the Promotion only. However, if an entrant has opted-in for future communications their personal details will be used to provide information regarding Sponsor's products, service offering and future promotions, consistent with applicable law. For additional details on how Sponsor processes personal information it collects in connection with promotions, see the Seagate privacy statement at: <https://www.seagate.com/legal-privacy/>. Promotion Giveaways fulfilled through online Eligible Product purchases will be subject to the privacy policy set forth on the respective online seller website.

**6. FURTHER DOCUMENTATION.** By participating, each participant agrees to sign any necessary documentation that may be required for Sponsor to confirm or make use of the rights and waivers granted as a result of participation.

**7. RELEASE, INTERRUPTIONS, TERMINATION.** Each participant hereby releases the Sponsor and their respective parents, subsidiaries, affiliates, employees, and agents from any liability or any injury, loss or damage of any kind arising in connection with this Promotion, or any Promotion Giveaway received. If there is a catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, that corrupts or affects the fairness or integrity of this Promotion, including human error, the Sponsor may cancel, change, or suspend this Promotion, subject to applicable law. If a solution cannot be found to restore the integrity of the Promotion, the Sponsor may choose to proceed with selected redemptions from among all eligible Entries received before cancelling, changing or suspending the Promotion, subject to applicable law. The Sponsor may disqualify from this Promotion, ban from future promotions, and seek damages or criminal prosecution against, any individual who

compromises the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in any way, subject to applicable law.

**8. LIMITATION OF LIABILITY.** The Sponsor (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of this Promotion, and (a) any technical difficulties or equipment malfunction (whether or not under the Sponsor's control); (b) any theft, unauthorized access or third party interference; (c) any Entry or Promotion Giveaway claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Sponsor) due to any reason beyond the reasonable control of the Sponsor; (d) any variation in Promotion Giveaway value to that stated in these Rules; (e) any tax liability incurred by a participant; or (f) use of a Promotion Giveaway. The Sponsor (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Promotion including taking or using the Promotion Giveaway, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including statutory guarantees. Any change in value of the Promotion Giveaway occurring between the publishing date and date the Promotion Giveaway is claimed is not the responsibility of the Sponsor.

**9. SPONSOR AND AGENT.** All correspondence regarding this Promotion should be directed at Seagate Technology Australia Pty. Limited, Level 1, 93 George Street, Parramatta NSW 2150 Australia. ABN: 87003840328. Administrative and/or fulfillment services in connection with the Promotion are to be provided by Sussex Australasia, Suites 1101, 100 Walker St, North Sydney NSW 2060.

**APPENDIX A  
ELIGIBLE PRODUCTS AND PROMOTION GIVEAWAYS**

**1. Eligible Product.**

<b>Eligible Products</b>	<b>Model number</b>
BarraCuda 6TB	ST6000DM003
BarraCuda 8TB	ST8000DM004

When referring to drive capacity, one gigabyte, or GB, equals one billion bytes and one terabyte, or TB, equals one thousand billion bytes. Your computer's operating system may use a different standard of measurement and report a lower capacity. In addition, some of the listed capacity is used for formatting and other functions and will not be available for data storage.

**2. Promotion Giveaway.**

- a. An Eligible Participant will receive a complimentary Xbox Game Pass Ultimate (3 Months) valued at AUD47.95/NZD59.95 when purchase any BarraCuda 6TB and 8TB. **Maximum one claim per household.**

**APPENDIX B  
PARTICIPATING RETAILERS**

Name of Eligible Reseller	Address/Location of Reseller
<b><i>Australia</i></b>	
Mwave	<a href="https://www.mwave.com.au/">https://www.mwave.com.au/</a>
Scorptec	<a href="https://www.scorptec.com.au/">https://www.scorptec.com.au/</a>
PC Case Gear	<a href="https://www.pccasegear.com">https://www.pccasegear.com</a>
Centre Com	<a href="https://www.centrecom.com.au/">https://www.centrecom.com.au/</a>
Shopping Express	<a href="https://www.shoppingexpress.com.au/">https://www.shoppingexpress.com.au/</a>
PLE Computers	<a href="https://www.ple.com.au/">https://www.ple.com.au/</a>
Umart	<a href="https://www.umart.com.au/">https://www.umart.com.au/</a>
Computer Alliance	<a href="https://www.computeralliance.com.au/">https://www.computeralliance.com.au/</a>
Mwave	<a href="https://www.mwave.com.au/">https://www.mwave.com.au/</a>
Scorptec	<a href="https://www.scorptec.com.au/">https://www.scorptec.com.au/</a>
<b><i>New Zealand</i></b>	
PB Tech	<a href="https://www.pbtech.co.nz/">https://www.pbtech.co.nz/</a>
Rubber Monkey	<a href="https://www.rubbermonkey.com.au/">https://www.rubbermonkey.com.au/</a>
Mightyape	<a href="https://www.mightyape.com.au/">https://www.mightyape.com.au/</a>
Computer Lounge	<a href="https://www.computeralliance.com.au/">https://www.computeralliance.com.au/</a>
PB Tech	<a href="https://www.pbtech.co.nz/">https://www.pbtech.co.nz/</a>
Rubber Monkey	<a href="https://www.rubbermonkey.com.au/">https://www.rubbermonkey.com.au/</a>