

## India Gaming Survey

By participating in this Gaming Survey (the “Promotion”), entrants agree to be bound by these Official Rules.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. REGISTER FOR YOUR CHANCE TO WIN AT LINK URL TBC BETWEEN 08/07/2022 12:00 AM AND 08/09/2022 11:59 PM India Standard Time (“IST”) (“ENTRY PERIOD”). OPEN ONLY TO LEGAL RESIDENTS OF ONE OF THE COUNTRIES/TERRITORIES LISTED IN APPENDIX A (“ELIGIBLE TERRITORIES”) WHO ARE OF LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE. VOID WHERE PROHIBITED BY LAW. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of Seagate Technology LLC (“Sponsor”), and its parent, affiliates, subsidiaries and advertising and promotion agencies or any other individuals or entities engaged in the development, production, or distribution of materials for this promotion are not eligible to enter or win. By participating, entrants agree to be bound by these Official Rules and the decisions of the judges and/or Sponsor, which are binding and final on all matters relating to this draw. This Promotion is in no way sponsored, endorsed or administered by, or associated with Sony.

- 1) Lottery is not allowed in the state of Tamil Nadu.

### TO ENTER:

During the Entry Period, visit one of the following sites based on your country of residence.

<https://nbg.seagate.com/India-gaming-survey> or the entrants residing in India (excluding Tamil Nadu)

All entries must be received by 08/07/2022 12:00 AM AND 08/09/2022 11:59 PM India Standard Time (“IST”) to be eligible. Enter your e-mail address to register (if you don’t not already have a Gleam account) and complete an approximately 9-minute survey consisting of the following 16 questions to receive up to 16 unique entries:

Question. What gaming platform are you currently using (Multiple choice)?

Question. If you were to purchase gaming storage, where would it be at?

Question. Where do you find / Research information for purchase of new game drives?

Question. What are the important factors for your purchase decision?

Question. How many games do you currently have on your console / PC?

Question. What is your ideal expandable storage capacity?

Question. What games are you looking forward to 22/23?

Question - What is your favorite character?

Question - How much would you spend on game storage?

Question- Which city are you based in (Multiple choice)?

Question - Given the price premium, would you purchase SSD over an HDD?

Question - Would you purchase a limited-Edition drive over a Generic Drive?

Question. Do you participate in gaming conventions / Gaming Leagues?

Question. Do you watch E-Sports?

Question. Where on-line would you purchase your gaming drive from?

Question. What other gaming brands do you like?

Question. What social media platforms do you consume?

Question. What OTT platforms do consume for watching content?

Limit 16 entries per eligible person/household in total for the actions listed above. Entries received in excess of the stated limitation will be void. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void.

DRAW: Potential winning entries will be selected in a random draw held on or about 15/09/2022 Drawing will be conducted by the Sponsor using Gleam's platform which uses random.org to pick winners from all eligible entries received. Odds of winning depend on the number of eligible entries received. Participants are not eligible to win more than one (1) prize.

PRIZES are as follows:

<b>Prize Level</b>	<b>Quantity</b>	<b>Prize</b>	<b>Approximate Retail Value ("ARV") (See Note 2)</b>
First Prize	1	Acer Nitro 5 Gaming Laptop (See <b>Note 1</b> ).	USD \$ 1,558 in total

Second Prize	2	Xbox one series S (See <b>Note 1</b> )	USD \$805.00 in total
Third Prize	5	Logitech Gaming headphones	USD \$455 .00 in total
Fourth Prize	10	Gaming Mouse	USD \$260 .00 in total
Fifth Prize	10	Seagate Game drives	USD \$1169 .00 in total
Sixth Prize	5	Logitech mechanical gaming keyboard <b>Note 1</b> )	USD \$603 .00 in total

Total ARV for all prizes offered is approximately USD\$5,000. Equivalent in INR: approximately 385000 including GST.

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.

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Winners may not substitute, assign or transfer prize, or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Allow twenty-eight (28) days for delivery of prize following completion of verification process. The export or re-export of hardware or software containing encryption may be regulated by the U.S. Department of Commerce, Bureau of Industry and Security (for more information, visit [www.bis.doc.gov](http://www.bis.doc.gov)). Values are expressed in USD.

Receipt of prizes to winners are subject to the express requirement that they submit to Sponsor all documentation requested by Sponsor to permit it to comply with all applicable federal, state, provincial, local and foreign tax reporting and withholding requirements. This may require the

submission of winner social security numbers or other tax identification for tax reporting purposes. All prizes will be net of any taxes Sponsor is required by law to withhold. All taxes imposed on prizes are the sole responsibility of the winners, regardless of whether taxes have been so withheld. In order to receive a prize, winners may be required to submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the winner's country of residence. The winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternative winner.

**CONDITIONS IMPOSED ON WINNERS:** Potential winners will be notified by Email to the email address provided at the time of entry within two business days after the Draw on or about September 17, 2022 and may be required to execute and return a Confirmation of Eligibility Form and Release, and, where lawful, a Publicity Release (as applicable) within 14 days of date of issuance. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner within a reasonable time period, or potential winner is not in compliance with these Official Rules, prize may be forfeited and, at Sponsor's discretion, an alternate winner may be selected for the applicable draw. Winning entries will be announced on or around September 19<sup>th</sup>, 2021 at the links below

<https://nbg.seagate.com/India-gaming-survey> for the entrants resident in India and will remain online for 30 days after the Draw Where required to distribute any unclaimed Indian prize, the Sponsor may conduct a further draw on or about 20/10/2022 at the same place as the original draw, subject to Indian State and Territory legislation. Winner(s) of any further draw will be notified by Email within two business days after the draw on or about 22/10/2022.. Their names will also be published online at <https://nbg.seagate.com/India-gaming-survey> on or about 23/10/2022. and will remain online for 30 days after the draw.

**ENTRANTS' PERSONAL INFORMATION:** By entering the draw, entrants consent to Sponsor's collection, use, and disclosure of their personal information to administer the draw, including without limitation, as described in these Official Rules. For additional details on how Sponsor manages the personal information it collects in connection with promotions, please see Sponsor's Privacy Statement, available at <http://www.seagate.com/about/legal-privacy/privacy-statement/>. 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 details of future promotions, consistent with applicable law. Entrants have a right to access, modify and withdraw their personal data as described in Sponsor's privacy policy. By entering this draw or providing personally identifiable information, you consent to the collection, processing, maintenance and transfer of such information outside of the country where the data was collected from you. In the event of an inconsistency between these Official Rules and the Sponsor's Privacy Statement, these Official Rules shall prevail. Sponsor partners with third parties to administer draws and may share entrants' personal information with these third-party partners, who will handle the information according to their own privacy policies including but not limited to Gleam.

**PUBLICITY:** By participating, winning entrant grants to Sponsor and its designees the right to publish the winner's name (for example, first name and first initial of last name) and entry in connection with its status as a Promotion winner (including prize information), on a worldwide

basis in perpetuity without further compensation, notification or permission, except where prohibited by law.

**RELEASE OF TECHNICAL LIABILITY:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered or garbled entries, applications, or registrations; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind which may occur for reasons beyond the reasonable control of the Released Parties, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the draw, including, without limitation, errors or difficulties which may occur in connection with the administration of the draw, the processing of entries, the announcement of the prizes or in any draw-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the draw. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this draw or downloading materials from or use of the web site.

**GENERAL CONDITIONS:** Except where prohibited by local law, by participating, entrant agrees that Sponsor and Seagate microsite, Gleam, Sony, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this draw. Persons who tamper with or abuse any aspect of the draw or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. This draw is governed by State of California, United States of America law and is subject to all applicable federal, provincial, state, and local laws. Any and all legal actions or claims arising in connection with this draw must be brought in a court of competent jurisdiction in the County of Santa Clara, California, United States of America.

**RIGHT TO TERMINATE THE DRAW:** Should any portion of the draw be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the draw and, if terminated, at its discretion, select the potential winners for the draw(s) at issue from all eligible, non-suspect entries received for the applicable

draw(s) prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

**COUNTRY SPECIFIC NOTICES:** If any provision of these Official Rules is invalid under the law, rules or regulations of a particular country, the invalidity of such provision shall not affect the validity of the remaining provision.

**WINNERS' LIST:**

For the names of the winners visit the below links after 19/09/2022 but no later than 30<sup>st</sup> September 2022 <https://nbg.seagate.com/India-gaming-survey> for the entrants residing in India

**SPONSOR AND AGENT:** The Sponsor for Eligible Countries/Territories excluding Australia is Seagate Technology LLC, 47488 Kato Road , Fremont, CA, 94538 United States of America.

Seagate Technology HDD (INDIA) Pvt. Ltd . WeWork BKC, C-20, G-Block, Bandra Kurla Complex +91 22 44451100 Tel Mumbai-400051, Maharashtra, India [www.seagate.com](http://www.seagate.com) Pan No. : AALCS3037K CIN : 72300DL2007PTC169751

Indian Administrator and fulfilment services in connection with the Promotion: Bhasha Advertising Services Pvt Ltd, Basement, B3/49, Safdarjung Enclave, New Delhi - 110029 (promotion administration and fulfillment for India).

Fulfillment services in connection with the Promotion for India are to be provided by Bhasha Advertising Services Pvt Ltd., Basement, B3/49, Safdarjung Enclave, New Delhi - 110029

REV. 06/27/2022

**APPENDIX A**

**Eligible Countries/Territories**

India (excluding Tamil Nadu)