

Seagate® Game On Promotion

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 (as defined below). Participation in this Promotion (including any acceptance of a Promotion Giveaway) is deemed acceptance of these Rules.

1. GENERAL

1.1 Description of the Promotion. Each end user customer who purchases an Eligible Product (as identified in Subsection 2.1 below) from an Eligible Reseller (as defined in Subsection 2.1 below) during the Promotion Period (as defined in Subsection 1.2 below) and submits the proof of purchase online as instructed in Section 2 below, will receive one (1) entry to participate in the Draws, with a chance to win one of the Promotion Giveaways identified as Prizes in Subsection 3.3 below (hereafter referred to as the “Promotion Giveaways”).

Up to a limit of one (1) Entry (as defined in Subsection 2.2 below) per purchase transaction. For example, if the end user customer purchased three products on the same transaction, it could receive a maximum of one (1) Entry.

Multiple entries are permitted per person, provided each entry is accompanied by a separate receipt.

There will be seven (7) Drawings on the respective dates set forth in Subsection 3.1 below to select the winners of the Promotion Giveaway associated with each Drawing. Each Entry can only be eligible for one prize. If an entry does not win any Prize in any one of the Draws specified in Subsection 3.1, such Entry will be automatically rolled into subsequent Draws until the last Draw as set out in Subsection 3.1. Each Person cannot win more than once (except SA).

1.2 Game of Chance, Promotion Period. This Promotion is based on chance. The Promotion commences at **00:00 AEST 22nd September 2023 and ends at 23:59 AEDT 17th November 2023** (the “Promotion Period”).

1.3 Purchase Period. To be eligible for this Promotion and a chance to receive a Promotion Giveaway, end user customers must complete an Eligible Purchase (as defined in Subsection 2.1 below) from an Eligible Reseller (as defined in Subsection 2.1 below) during the Promotion Period and submit their entry materials online at <https://nbg.seagate.com/anzpromotions-game-on-2023> as instructed below during the Entry Period (as defined in Subsection 1.4 below.)

1.4 Entry Period. Each participant must register their Eligible Purchase online at <https://nbg.seagate.com/anzpromotions-game-on-2023> between **00:00 AEST 22nd September 2023 and 23:59 AEDT 20th November 2023** (inclusive) (the “Entry Period”). Eligible registered Entries will be entered into the next occurring Draw after the date of registration.

1.5 Promoter. The “Promoter” of this Promotion is Seagate Technology Australia Pty Limited (the “Promoter”) (ABN: 87003840328) Level 1, 93 George Street, Parramatta, NSW, 2150, Australia.

1.6 Exclusions. Employees of the Promoter and its subsidiaries and 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 channel partners, Seagate authorized distributors, Seagate retailers and their subsidiaries are excluded from eligibility in this Promotion. The Promoter is committed to complying with government gift and ethics rules and therefore government employees are not eligible to participate in this promotion.

2. ENTRY AND PARTICIPATION

2.1 Eligibility. OPEN ONLY TO LEGAL RESIDENTS OF AUSTRALIA OR NEW ZEALAND WHO ARE 18 YEARS OR OLDER AS OF THE DATE OF ENTRY. For this Promotion, “Eligible Product” is limited to Seagate Personal Storage Drives listed in the table below. An “Eligible Purchase” is the purchase of one (1) Eligible Product from an Eligible Reseller. “Eligible Resellers” are all of

Promoter's authorized resellers and retailers located in Australia or New Zealand or Promoter's authorized online Seagate e-tailers with Australian Business Numbers (ABNs) or New Zealand Business Numbers (NZBNs). Participation in the Promotion is limited to end user customers who purchase the Eligible Product for end use and not for resale purposes. This Promotion is void outside Australia and New Zealand and where prohibited by law.

| Eligible Products |
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| Portable External Hard Drives |
| 1TB One Touch HDD |
| 2TB One Touch HDD |
| 4TB One Touch HDD |
| 5TB One Touch HDD |
| 2TB Ultra Touch HDD |
| 1TB Expansion Portable HDD |
| 2TB Expansion Portable HDD |
| 4TB Expansion Portable HDD |
| 5TB Expansion Portable HDD |
| Desktop External Hard Drives |
| One Touch Hub 4TB |
| One Touch Hub 6TB |
| One Touch Hub 8TB |
| One Touch Hub 10TB |
| One Touch Hub 12TB |
| One Touch Hub 14TB |
| One Touch Hub 16TB |
| One Touch Hub 18TB |
| One Touch Hub 20TB |
| Expansion Desktop Hard Drive 4TB |
| Expansion Desktop Hard Drive 6TB |
| Expansion Desktop Hard Drive 8TB |
| Expansion Desktop Hard Drive 10TB |
| Expansion Desktop Hard Drive 12TB |
| Expansion Desktop Hard Drive 14TB |
| Expansion Desktop Hard Drive 16TB |
| Expansion Desktop Hard Drive 18TB |
| Expansion Desktop Hard Drive 20TB |
| Portable External SSD |
| One Touch SSD 500GB |
| One Touch SSD 1TB |
| Ultra Touch SSD 500GB |
| Ultra Touch SSD 1TB |
| BarraCuda Fast SSD 500GB |
| BarraCuda Fast SSD 1TB |
| BarraCuda Fast SSD 2TB |
| Gaming Drives & SSDs for PlayStation |
| Game Drive for PlayStation Consoles 2TB |
| Game Drive for PlayStation Consoles 4TB |

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| Game Drive for PS4™ Systems - Black |
| Game Drive for PS4™ 4 TB |
| God of War Ragnarök Limited Edition Game Drive 2TB |
| 2TB PlayStation Game Drive - Horizon Forbidden West SE |
| 5TB PlayStation Game Drive - Horizon Forbidden West SE |
| Game Drive M2 SSD PS5 1TB |
| Game Drive M2 SSD PS5 2TB |
| Game Drive M2 SSD PS5 4TB |
| Gaming Drives & SSDs for Xbox |
| Game Drive for Xbox 2TB |
| Game Drive for Xbox 4TB |
| Game Drive for Xbox SSD 1TB |
| Game Drive Hub for Xbox 8TB |
| Game Drive for Xbox SSD 1TB |
| Starfield Special Edition Game Drive 2TB |
| Starfield Special Edition Game Drive 5TB |
| Starfield SE Game Hub Xbox 8TB |
| Seagate Storage Expansion Card for Xbox Series X S 512 GB |
| Seagate Storage Expansion Card for Xbox Series X S 1TB |
| Seagate Storage Expansion Card for Xbox Series X S 2TB |
| Gaming Drives & SSDs for PC |
| FireCuda Gaming SSD 500GB |
| FireCuda Gaming SSD 1TB |
| FireCuda Gaming SSD 2TB |
| FireCuda Gaming Dock 4TB |
| FireCuda Gaming HDD 1TB |
| FireCuda Gaming HDD 2TB |
| FireCuda Gaming HDD 5TB |
| FireCuda Gaming Hub 8TB |
| FireCuda Gaming Hub 16TB |
| FireCuda External Hard Drive 2TB - King of Wakanda Special Edition |
| FireCuda External Hard Drive 2TB - Black Panther Special Edition |
| FireCuda External Hard Drive 2TB - Okoye Special Edition |
| FireCuda External Hard Drive 2TB - Shuri Special Edition |
| FireCuda External Hard Drive 2TB - Spider-Man Special Edition |
| FireCuda External Hard Drive 2TB - Miles Morales Special Edition |
| FireCuda External Hard Drive 2TB - Ghost-Spider Special Edition |
| FireCuda External Hard Drive 2TB - Grogu Special Edition |
| FireCuda External Hard Drive 2TB - The Mandalorian Special Edition |
| FireCuda External Hard Drive 2TB - Boba Fett Special Edition |
| FireCuda External Hard Drive 2TB - Luke Skywalker™ Special Edition |
| FireCuda External Hard Drive 2TB - Han Solo™ Special Edition |
| FireCuda External Hard Drive 2TB - Darth Vader™ Special Edition |
| Beskar™ Ingot Drive Special Edition FireCuda® External Hard Drive 2TB |
| Beskar™ Ingot Drive Special Edition FireCuda® NVMe SSD 1TB |
| Beskar™ Ingot Drive Special Edition FireCuda® NVMe SSD 500GB |

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| FireCuda 120 SSD 500GB |
| FireCuda 120 SSD 1TB |
| FireCuda 120 SSD 2TB |
| FireCuda 120 SSD 4TB |
| FireCuda 510 SSD 500GB |
| FireCuda 510 SSD 1TB |
| FireCuda 510 SSD 2TB |
| FireCuda 520 SSD 500GB |
| FireCuda 520 SSD 1TB |
| FireCuda 520 SSD 2TB |
| FireCuda 530 SSD 500GB |
| FireCuda 530 SSD 1TB |
| FireCuda 530 SSD 2TB |
| FireCuda 530 SSD 4TB |
| FireCuda 530 Heatsink 500GB |
| FireCuda 530 Heatsink 1TB |
| FireCuda 530 Heatsink 2TB |
| FireCuda 530 Heatsink 4TB |
| FireCuda 540 SSD 1TB |
| FireCuda 540 SSD 2TB |
| Lightsaber Collection Special Edition FireCuda PCIe Gen4 NVMe SSD 1TB |
| Lightsaber Collection Special Edition FireCuda PCIe Gen4 NVMe SSD 2TB |
| FireCuda 3.5" HDD 4TB |
| FireCuda 3.5" HDD 8TB |
| BarraCuda Q5 SSD 500GB |
| BarraCuda Q5 SSD 1TB |
| BarraCuda Q5 SSD 2TB |
| BarraCuda 510 SSD 250GB |
| BarraCuda 510 SSD 256GB |
| BarraCuda 510 SSD 500GB |
| BarraCuda 510 SSD 512GB |
| BarraCuda 510 SSD 1TB |
| BarraCuda 3.5" HDD 500GB |
| BarraCuda 3.5" HDD 1TB |
| BarraCuda 3.5" HDD 2TB |
| BarraCuda 3.5" HDD 3TB |
| BarraCuda 3.5" HDD 4TB |
| BarraCuda 3.5" HDD 6TB |
| BarraCuda 3.5" HDD 8TB |
| BarraCuda 2.5" HDD 500GB |
| BarraCuda 2.5" HDD 1TB |
| BarraCuda 2.5" HDD 2TB |
| BarraCuda 2.5" HDD 3TB |
| BarraCuda 2.5" HDD 4TB |
| BarraCuda 2.5" HDD 5TB |
| Internal Hard Drives |

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|-------------------|
| IronWolf 4TB |
| IronWolf 6TB |
| IronWolf 8TB |
| IronWolf 10TB |
| IronWolf 12TB |
| IronWolf 14TB |
| IronWolf 16TB |
| IronWolf 18TB |
| IronWolf Pro 4TB |
| IronWolf Pro 6TB |
| IronWolf Pro 8TB |
| IronWolf Pro 10TB |
| IronWolf Pro 12TB |
| IronWolf Pro 14TB |
| IronWolf Pro 16TB |
| IronWolf Pro 18TB |
| IronWolf Pro 20TB |
| SkyHawk 4 TB |
| SkyHawk 6 TB |
| SkyHawk 8 TB |
| SkyHawk AI 8 TB |
| SkyHawk AI 10 TB |
| SkyHawk AI 12 TB |
| SkyHawk AI 14 TB |
| SkyHawk AI 16 TB |
| SkyHawk AI 18 TB |
| SkyHawk AI 20 TB |
| Exos 4TB |
| Exos 6TB |
| Exos 8TB |
| Exos 10TB |
| Exos 12TB |
| Exos 14TB |
| Exos 16TB |
| Exos 18TB |
| Exos 20TB |
| Exos 22TB |

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.

2.2 Entry Process. In order to participate in this Promotion, the end user customer must complete an Eligible Purchase from an Eligible Reseller and submit the receipt as proof of purchase (an "Entry") online at <https://nbg.seagate.com/anzpromotions-game-on-2023> during the Entry Period.

2.3 Disqualified Entries. The Promoter is not responsible for Entries that are not received for any reason, or for Entries received but not decipherable for any reason. The Promoter may automatically disqualify any incomplete or illegible Entry or any entries that the Promoter determines are invalid for any other reason, subject to the applicable laws.

2.4 Right to Reject. The Promoter may reject any Entry that is determined by the Promoter as not comply with these rules, subject to the applicable laws.

3. DRAWS AND PRIZES.

3.1 Draws: Total of seven (7) potential winning entries will be selected from a total of seven (7) draws across seven (7) weeks, which to be held on the dates specified below for the corresponding prizes listed in the prize table set forth in Section 3.3 below. Odds of winning depend on the number of eligible entries received.

Each Entry can only be eligible for one prize. If an entry does not win any Prize in any one of the Draws, such Entry will be automatically rolled into subsequent Draws until the last Draw as set out in below table. Each Person cannot win more than once (except SA).

| Week | Draw | Lucky draw to be conducted at or about | Entry to be received / registered by |
|------|------|--|--|
| 1 | #1 | 12 PM AEDT on 12 nd October 2023 | 23:59 AEDT on 9 th October 2023 |
| 2 | #2 | 12 PM AEDT on 19 th October 2023 | 23:59 AEDT on 16 th October 2023 |
| 3 | #3 | 12 PM AEDT on 26 th October 2023 | 23:59 AEDT on 23 rd October 2023 |
| 4 | #4 | 12 PM AEDT on 2 nd November 2023 | 23:59 AEDT on 30 th October 2023 |
| 5 | #5 | 12 PM AEDT on 9 th November 2023 | 23:59 AEDT on 6 th November 2023 |
| 6 | #6 | 12 PM AEDT on 16 th November 2023 | 23:59 AEDT on 13 rd November 2023 |
| 7 | #7 | 12 PM AEDT on 23 rd November 2023 | 23:59 AEDT on 20 th November 2023 |

3.2 Location of Draws: Suites 623, 100 Walker Street, North Sydney, NSW Australia.

3.3 Prizes

Each week's Draw will have one (1) winner with the prize as set out in the tables below, with a total of seven (7) winners.

| Total No. of Draws | Total No. of Winners | Prize for Each Winner | Total Approximate Prize Value ("ARV") |
|--------------------|----------------------|---|---------------------------------------|
| 7 | 7 | ASUS ROG Ally Handheld Gaming Console 512GB (\$1,299) | \$9,093 |

The total estimated value of prize pool of the seven (7) Draws is approximately AUD\$9,093 including GST.

3.4 Winner Responsibilities. Winners may not designate someone else as the winner or substitute, assign, or transfer prize or redeem prize for cash, but Promoter reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. If a winner is unable or unwilling to accept a promotional product, there will be no redraw. By accepting a promotional product, the winners' consent to the Promoters' use of his or her proper name and contact details online, in print, and in any other media in connection with this promotion without further payment or compensation of any kind, except where prohibited by law. Receipt of prizes to winners are subject to the express requirement that they submit to Promoter all documentation requested by Promoter to permit it to comply with all applicable federal, state, provincial, local and foreign tax reporting and

withholding requirements. All prizes will be net of any taxes if Promoter 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.

3.5 Winner Announcements and Notification. Potential winners will be notified by email to the e-mail address provided at time of entry within **48 hours** after the applicable Draw. The winners' names will also be published online at <https://nbg.seagate.com/anzpromotions-game-on-2023> within two weeks after the applicable Draw and will remain online **until 18th January 2024 (inclusive)**.

3.6 Unclaimed Prizes. To distribute any unclaimed prizes, the Promoter may conduct a further draw **at or about 12 PM on 23rd February 2024** at the same place as the original draw, subject to State and Territory legislation. Winners of any further draw will be notified by email within **48 hours** after the draw. Their names will also be published online at <https://nbg.seagate.com/anzpromotions-game-on-2023> on or about 8th March 2024 and will remain online **for 30 days** after the draw.

3.7 Disputes. If there is a dispute as to who is the potential winner, the authorized account holder of the e-mail address used to enter the promotion will be deemed the potential winner.

4. FULFILLMENT

4.1 Promotion Giveaways will be processed and distributed via courier/email within twelve (12) weeks after the promotion ends. 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 Promoter reserves the right, at its sole discretion, to substitute Promotion Giveaway (or portion thereof) with one of comparable or greater value.

4.2 By participating in the Promotion, each participant agrees and acknowledges that Promoter may be required to collect participant personal information (for example, from Entry or other Promotion materials submitted) in order to conduct this Promotion and/or facilitate the distribution of Promotion Giveaways, and that Promoter may disclose this information to suppliers and/or their respective agents for those purposes. Personal information collected for the purposes of this Promotion will be used for the purposes of the Promotion only.

5. USE OF ENTRIES

5.1 Privacy Notice. This Promotion is hosted in Australia and information regarding the participants (including but not limited to participant's name, email address, delivery address, contact number, invoice number, and serial number) may be collected in connection with this Promotion and the administration and fulfillment of Promotion Giveaways. By submitting an Entry and information in connection with this Promotion, each participant consents to Promoter collecting, using, transferring, and sharing his or her personal information, including to its agents in connection with the Promotion. When we collect personal information in connection with this promotion, it may be accessed from, transferred to and/or stored outside the country in which you are located. The countries where your personal information may be accessed, transferred or stored will depend on the circumstances and may include the United States of America and other eligible countries for this Promotion. You consent to such disclosure and acknowledge and accept that the third parties in such countries may not be subject to data protection laws that are of the same standard as the applicable data protection laws in your country. Promoter processing of personal information will be governed by the Seagate privacy statement located at <https://www.seagate.com/legal-privacy/>. If an entrant has opted-in for future communications, their personal details will be used to provide information regarding Promoter's products, service offering and details of future promotions, consistent with applicable law.

5.2 Further Documentation. By participating, each participant agrees to sign any necessary documentation that may be required for Promoter to confirm or make use of the rights and waivers granted as a result of participation.

6. PARTICIPANT RESPONSIBILITIES

6.1 General Rules. By entering this Promotion each participant agrees to comply with these rules. The Promoter's decisions will be final and binding on all matters related to this Promotion, subject to applicable law.

6.2 Release. Each participant hereby releases the Promoter 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.

6.3 Interruptions. If there is a catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, affects the fairness or integrity of this Promotion, including human error, the Promoter 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 Promoter may choose to proceed with selected redemptions from among all eligible Entries received before cancelling, changing or suspending the Promotion, subject to applicable law.

6.4 Unlawful Behavior. The Promoter may seek damages or criminal prosecution for any attempt to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in any way, subject to applicable law. The Promoter may ban any participants from any future promotion, subject to applicable law.

7. FURTHER TERMS

7.1 Amendment or Cancellation. The Promoter reserves the right to amend, cancel or suspend this Promotion (subject to applicable law) if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

7.2 Limitation of Liability. The Promoter (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 Promoter'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 Promoter) due to any reason beyond the reasonable control of the Promoter; (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 Promoter (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 Promoter.

7.3 Sponsor/Promoter and Agent. This Promotion is sponsored by Seagate Technology Australia Pty Limited, Level 1, 93 George Street, Parramatta, NSW, 2150, Australia. ABN: 87003840328; This Promotion is administered and filfled by Sussex Australasia, Suites 623, 100 Walker St, North Sydney NSW 2060, Australia All correspondence regarding this offer should be directed to Promoter's address.

Authorised under: ACT Permit No. TP 23/01871 and SA Permit No. T23/1452