

# Seagate Rescue Service Promotion

2<sup>nd</sup> April – 30<sup>th</sup> June 2020

## 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

**1.1 Description of Promotion.** Each end user customer who purchases an Eligible Product (identified in Section 2.1 below) from an Eligible Reseller (as defined below) during the Promotion Period (defined below) and submits the serial number online as instructed below, will receive a complimentary *Seagate Rescue Services* 2-year service valued at AUD \$35.00 RRP (a “Promotion Giveaway”).

**1.3 Purchase Period.** To be eligible for this Promotion and a chance to receive a Promotion Giveaway, end user customer must complete an Eligible Purchase (defined below) from a Reseller, Retailer or E-tailer (all defined below) during the “Promotion Period” of 12:00 AM AEST 2<sup>nd</sup> April 2020 to 11:59 PM AEST 30<sup>th</sup> June 2020 (inclusive) and submit their entry materials online at <https://www.seagate.com/anzpromotions/srs> as instructed below during the Claim Period (defined below.)

**1.4 Claim Period.** Each participant must register their Eligible Purchase online at <https://www.seagate.com/anzpromotions/srs> between 12:00 AM AEST 2<sup>nd</sup> April 2020 to 11:59 PM AEST 30<sup>th</sup> June 2020 (inclusive) (the “Claim Period”).

**1.5 Promoter.** The “Promoter” of this Promotion is Seagate Technology Australia Pty Ltd (the “Promoter”) (ABN: 87003840328) Level 7, 91 Phillip 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 WHO ARE OF LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AS OF THE DATE OF ENTRY. For this Promotion, “Eligible Product” is limited to the products listed in the table below that have been imported/sold through authorized Seagate distribution channels (i.e., not “grey market”). An “Eligible Purchase” is the purchase of one (1) unit of Eligible Product from an Eligible Reseller. “Eligible Resellers” are all of Promoter’s authorized retailers located in Australia and Promoter’s authorized online Seagate E-tailers with Australian Business Numbers (ABNs). ABNs can be found at <https://abr.business.gov.au>. 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 where prohibited by law.

Rev. 2 April 2020

| <b>Eligible HDD</b>              |                                       |
|----------------------------------|---------------------------------------|
| <b>Product Code</b>              | <b>Description</b>                    |
| <b>Backup Plus Portable 2.5"</b> |                                       |
| STHN1000400                      | 1TB Backup Plus 2.5" - Black          |
| STHN1000401                      | 1TB Backup Plus 2.5" - Silver         |
| STHN1000402                      | 1TB Backup Plus 2.5" - Blue           |
| STHN1000403                      | 1TB Backup Plus 2.5" - Red            |
| STHN2000400                      | 2TB Backup Plus 2.5" - Black          |
| STHN2000401                      | 2TB Backup Plus 2.5" - Silver         |
| STHN2000402                      | 2TB Backup Plus 2.5" - Blue           |
| STHN2000403                      | 2TB Backup Plus 2.5" - Red            |
| STHP4000400                      | 4TB Backup Plus 2.5" - Black          |
| STHP4000401                      | 4TB Backup Plus 2.5" - Silver         |
| STHP4000402                      | 4TB Backup Plus 2.5" - Blue           |
| STHP4000403                      | 4TB Backup Plus 2.5" - Red            |
| STHP5000400                      | 5TB Backup Plus 2.5" - Black          |
| STHP5000401                      | 5TB Backup Plus 2.5" - Silver         |
| STHP5000402                      | 5TB Backup Plus 2.5" - Blue           |
| STHP5000403                      | 5TB Backup Plus 2.5" - Red            |
| <b>Desktop 3.5" Drives</b>       |                                       |
| STJF4000400                      | FireCuda Gaming Dock                  |
| STGG8000400                      | 8TB Game Drive Hub                    |
| STEL6000300                      | 6TB Backup Plus Hub                   |
| STEL8000300                      | 8TB Backup Plus Hub                   |
| STEL10000400                     | 10TB Backup Plus Hub                  |
| <b>Eligible SSD</b>              |                                       |
| <b>Product Code</b>              | <b>Description</b>                    |
| <b>One Touch SSD</b>             |                                       |
| STJE500400                       | 500GB One Touch SSD - USB 3.0 - Black |
| STJE1000400                      | 1TB One Touch SSD - USB 3.0 - Black   |
| STJE500402                       | 500GB One Touch SSD - USB 3.0 - White |
| STJE1000402                      | 1TB One Touch SSD - USB 3.0 - White   |
| <b>Fast SSD</b>                  |                                       |
| STCM500401                       | 500GB Fast External SSD USB Type-C    |
| STCM1000400                      | 1TB Fast External SSD USB Type-C      |
| STCM2000400                      | 2TB Fast External SSD USB Type-C      |
| <b>BarraCuda Fast SSD</b>        |                                       |
| STJM500400                       | 500GB BarraCuda Fast SSD              |

|                     |                        |
|---------------------|------------------------|
| STJM1000400         | 1TB BarraCuda Fast SSD |
| STJM2000400         | 2TB BarraCuda Fast SSD |
| <b>FireCuda SSD</b> |                        |
| STJP500400          | 500GB FireCuda SSD     |
| STJP1000400         | 500GB FireCuda SSD     |
| STJP2000400         | 500GB FireCuda SSD     |

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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**2.2 Entry Process.** In order to participate in this Promotion, the end user customer must complete an Eligible Purchase from an Eligible Reseller, Eligible Retailer or Eligible E-tailer and submit their serial number, name & email (an "Entry"), as instructed in the Promotion materials made available by Promoter (including through its Eligible Resellers). All Entries must be submitted online at <https://www.seagate.com/anzpromotions/SRS> during the Promotion 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 applicable law. If you have purchased an Eligible Seagate product and the claim has been rejected, please contact [fulfilment@sussexaustralasia.com.au](mailto:fulfilment@sussexaustralasia.com.au). The claimant must keep and send through supporting documentation including original Receipt for validation.

**2.4 Right to Reject.** Promoter may reject any Entry that they determine does not comply with these rules, subject to applicable law.

### 3. FULFILLMENT

4.1 Promotional Giveaways will be automatically processed and SRS will be added to the Serial Number of the eligible claimed Seagate Product within four (4) weeks after submitting a claim. 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 the activation of the SRS cards. Promoter may disclose this information to

suppliers and/or their respective agents for those purposes, and the personal information may be accessed from, transferred to/ and or stored outside the country in which you are located. The country where your personal information may be accessed, transferred or stored may include the United States and Canada. 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, invoice number, and serial number) may be collected in connection with this Promotion and fulfillment of Promotional 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 third parties identified below in connection with administering and fulfilling the Promotion and Promotion Giveaway. 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 the 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 and Agent.** This Promotion is sponsored by Seagate Technology Aus Pty Ltd, Level 7, 91 Phillip Street, Parramatta, NSW, 2150, Australia. ABN: 87003840328; This Promotion is administered by Sussex Australasia, PO BOX 123, St Leonards, NSW 1590, Australia; This Promotion is fulfilled by Dicker Data, 230 Captain Cook Drive, Kurnell New South Wales 2231, Australia. All correspondence regarding this offer should be directed to Promoter's address.