

SEAGATE SEASON OF SMILES PROMOTION

OFFICIAL RULES

These Official Rules govern the Promotion. If you do not agree with these Rules, do not participate in this Seagate Season of Smiles Promotion (“Promotion”) or accept a Promotion prize or giveaway item. Participation in this Promotion (including any acceptance of a Promotion prize or giveaway) is deemed acceptance of these Rules.

1. **GENERAL.** This promotion includes five (5) methods of entry. To participate in any of the Promotion’s five (5) methods of entry (listed in the table below), participants must register on the promotion website located at <https://nbg.seagate.com/season-of-smiles-IN>, and submit their entry(ies) as described in these Official Rules between 9th November 2020 at 12:00 AM India Standard Time (“IST”) and 31st December 2020 at 11:59 PM IST (the “Promotion Period”). This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Quora, Inshorts, Hotstar, Just Dial or Mr Right. NO PURCHASE NECESSARY TO ENTER OR WIN FOR ENTRY METHODS 1 (Festive Celebration Contest), 2 (Catchy Caption Contest) or 3 (Seagate Quiz) OF THE PROMOTION; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING FOR ENTRY METHODS 1, 2 OR 3. The following table provides a summary of key elements of the Promotion further detailed below in these Official Rules.

Entry Method	Number of Participation prizes	Number of Winner’s prizes	Winning Criteria
1. Festive Celebration Contest	1000	10	Top 10 entries based on judging criteria (section 4)
2. Catchy Caption Contest	500	10	Top 10 entries based on judging criteria (section 4)
3. Seagate Quiz	500	10	First 10 participants with all correct answers
4. Buy and Win	500	10	First 10 participants with accurate proof of purchase (receipt/invoice)
5. Random Draw Bumper Prize	0	5	Random draw to select 5 winners from participants who complete all of entry methods 1- 4 above.

2. **ELIGIBILITY.** PARTICIPATION IN THE PROMOTION IS LIMITED TO LEGAL RESIDENTS OF INDIA (“TERRITORY”) WHO ARE OF LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE, EXCEPT THAT THE RANDOM DRAW PORTION OF THE PROMOTION IS NOT ELIGIBLE TO RESIDENTS OF THE STATE OF TAMIL NADU In accordance with the Tamil Nadu Prize Schemes (Prohibition) Act of 1979. FOR ENTRY METHODS 4 (BUY AND WIN) AND 5 (BUMPER PRIZE) ENTRY IS LIMITED TO ENTRANTS WHO PURCHASE ELIGIBLE PRODUCTS (DEFINED BELOW) FOR END USE AND NOT FOR RESALE PURPOSES. THIS PROMOTION IS VOID OUTSIDE THE TERRITORY. 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. TO ENTER.

3.1. Entry Method 1 - Festive Celebration Contest. During the Promotion Period, take a (or use your existing) photo of your Festive celebration, tradition, fun moment, or memory(ies) and upload it to <https://nbg.seagate.com/season-of-smiles-IN> (the "Promotion Site") per the instructions provided. The photo(s) posted by each eligible entrant in accordance with these Official Rules will constitute a single (1) entry into the Festive Celebration portion of the Promotion competing with the other entrants for the Festive Celebration prizes detailed in the Prize section below. Limit one (1) entry per eligible person for the Festive Celebration portion of the Promotion (additional photos will not result in additional entries).

3.2. Entry Method 2 - Catchy Caption Contest. During the Promotion Period, create your own catchy, fun and interesting caption about Seagate and/or LaCie products, offerings, or brands, and submit it to the Promotion Site <https://nbg.seagate.com/season-of-smiles-IN> per the instructions provided. The caption may be provided in local language (provided that the participant declares the language along with the caption when submitting their entry. *(For example: English - An Ocean of Storage in a cupful of Drive)*). The caption(s) posted by each eligible entrant in accordance with these Official Rules will constitute a single (1) entry into the Catchy Caption portion of the Promotion competing with the other entrants for the Catchy Caption prizes detailed in the Prize section below. Limit one (1) entry per eligible person for the Catchy Caption portion of the Promotion (additional captions will not result in additional entries).

3.3. Entry Method 3 - Seagate Quiz. During the Promotion Period, visit the Promotion Site <https://nbg.seagate.com/season-of-smiles-IN> and follow the instructions provided to take the Seagate Quiz and correctly answer all five (5) questions about Seagate Rescue Data Recovery Services to receive one (1) entry to the Seagate Quiz portion of the Promotion. Limit one (1) entry per eligible person for the Seagate Quiz portion of the Promotion (additional purchases will not result in additional entries).

3.4. Entry Method 4 - Buy and Win. Complete the purchase of at least one (1) Seagate or Lacie External Hard Drive ("Eligible Product") from an Eligible Reseller (defined below) during the Purchase Period and submit proof of purchase (receipt/invoice) during the Claim Period (defined below) at the Promotion Site per the instructions provided, to receive one (1) entry to the "Buy and Win" portion of the Promotion. The "Claim Period" is 9 November 2020 12:00 AM IST – 3 January 2021, 11:59 PM IST. Entries for the 'Buy and Win' portion of the Promotion will not be accepted after the Claim Period. "Eligible Resellers" are Seagate's India authorized resellers selling into India via physical store in India or online store. Limit one (1) entry per eligible person for the Buy and Win portion of the Promotion (additional purchases will not result in additional entries).

3.5. Entry Method 5 - Random Draw for Seagate Bumper Prize. Entrants who participate in all four (4) Entry Methods listed above (including answering correctly all questions in Entry Method 3) will receive one (1) entry to the random draw for the prizes specified in the Prize Section below for Entry Method 5 (Random Draw Bumper Prize). Limit one (1) Entry per eligible person for the Random Draw for Seagate Bumper Prize portion of the Promotion. THE RANDOM DRAW PORTION OF THE PROMOTION IS NOT ELIGIBLE TO RESIDENTS OF THE STATE OF TAMIL NADU In accordance with the Tamil Nadu Prize Schemes (Prohibition) Act of 1979.

3.6. Participants may submit only one (1) entry per eligible person per entry method for a total of five (5) entries maximum per person for the Promotion. By submitting an entry, each participant acknowledges that LaCie is a Seagate brand and agrees that she or he is submitting their photos and entries to Sponsor for use as described in these Official Rules. The Sponsor may automatically disqualify any incomplete or illegible entry or any entries that do not comply with these Official Rules or that the Sponsor determines are invalid for any other reason, subject to applicable law. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. Entries submitted will not be acknowledged or returned.

4. JUDGING AND CONTEST WINNER SELECTION.

4.1 Judged Contests (Entry Methods 1 and 2). All eligible Promotion entries for the Festive Celebration Contest and Catchy Caption Contest received during the Promotion Period will go through a judging process to select ten (10) potential winners from each Contest on or about 11 January 2021. Judging for each Contest will be based on creativity (40%); originality (30%); and ability of photo entry to deliver a memorable message (30%). The winners of each contest will be the entries with the highest judging scores. In the event of a tie, the entry that the judging panel ranks the highest (of the tied entries) in the tie-breaker judging criteria of 'overall creativity & originality' will win the tiebreaker.

The winning entries and winners for each Contest will be announced on or about 31 January 2021 at the Promotion Site. The contents of the winning entries may be published by Sponsor in connection with Promotion activities; however, Sponsor does not guarantee the publishing or posting of any entry. Winner selection is subject to verification of eligibility and compliance with these Official Rules. Sponsor reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.

4.2 First to Enter Contests (Entry Methods 3 and 4) and Participation Prize Giveaways.

4.2.1. Entry Method 3 – Seagate Quiz. The first 10 eligible entrants to submit entries with correct answers to all 5 questions of the Seagate Quiz will receive the prize(s) designated in the Prize section below for the Seagate Quiz portion of the Promotion

4.2.2. Entry Method 4 – Buy and Win. The first ten (10) eligible entrants to submit during the Claim Period proof of purchase (receipt/invoice) of Eligible Product (made during the Promotion Period) per the

requirements of Entry Method 4 will receive the prize(s) specified in the Prize section below for the Buy and Win portion of the Promotion.

4.2.3 Participation Prize Giveaways. By participating in any of Entry Methods 1-4, entrants will be eligible, on a first come first serve basis, to receive the corresponding participation prize(s) specified (subject to stated prize quantity limits) in the Prize section below for the applicable Entry Method.

5. DRAW (Entry Method 5). Five (5) potential winning entries will be selected in a random draw (from all eligible participants who complete the requirements of Entry Method 5) to be held on or about 11 January, 2021. Drawing will be held by an independent judging panel from all eligible entries received. Odds of winning depend on the number of eligible entries received.

6. ENTRY REQUIREMENTS AND WARRANTIES. Entries may not contain, as determined by the Sponsor, in its sole discretion, any of the following content.

- Inflammatory, offensive, inappropriate or abusive language, or other content unsuitable for a public forum and this Promotion;
- Content that is discriminatory or derogatory of any ethnic, racial, gender, religious, professional or age group or endorses hate or any hate group;
- Obscenities, or sexually explicit, suggestive, or profane, or pornographic content;
- Content that is violent, promotes alcohol, drugs, tobacco, firearms/weapons (or their use); promotes any activities that may appear unsafe or dangerous; or promotes any particular political agenda or message;
- Advertisements, or references to other products, offers, or websites;
- Email addresses, URLs, phone numbers, physical addresses, or other forms of personal information;
- Critical or spiteful content regarding other entries or their authors, or content that defames, misrepresents or contains disparaging remarks about other people or companies, or the Promotion Parties (defined below);
- Trademarks or names owned by others or copyrighted materials (including artistic works published on or in websites, television, movies or other media), owned by others, without permission;
- Materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- Messages or images inconsistent with the positive image and/or good will to which Sponsor wishes to associate; and/or
- Content that violates any law or these Official Rules.

By submitting an entry, each participant represents and warrants that his or her entry is the original work of the participant, that the entry has not been previously published, has not won previous awards, and does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity. If the entry contains any material or elements that are not owned by the participant, and/or which are subject to the rights of third parties, the participant is responsible for obtaining, prior to submission of the entry, any and all releases and consents necessary to permit the use and exhibition of the entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is

identifiable in the entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any participant at any time. Failure to provide such proof may, if requested, render entry null and void. By submitting an entry, participant warrants and represents that he/she and any persons appearing or who are identifiable in the entry consent to the submission and use of the entry in the Promotion and to its use as otherwise set forth herein. Participant acknowledges and agrees that Sponsor may receive other entries under this Promotion that may be similar or identical to the entry submitted by participant, and participant waives any and all claims he/she may have had, may have, and/or may have in the future, that any other entry reviewed and/or used by Sponsor may be similar to his/her entry.

Sponsor (on its own behalf and on behalf of its licensors) retains all right, title and interest in the Seagate and LaCie tradenames, trade dress, product designs, logos and trademarks and/or service marks (“Seagate Marks”). Participant will take no action inconsistent with Sponsor’s rights in the Seagate Marks. Participant will not make any disparaging use of Seagate Marks or in any way tarnish or blur the distinctive nature of the Seagate Marks. Participant agrees not to register or attempt to register any Seagate Mark (or any potentially confusing name or trademark) in any manner, including, without limitation, as or part of a trademark, service mark, logo, slogan, Internet domain name or otherwise. All use of the Seagate Marks by participant will inure solely to the benefit of Sponsor. If at any time participant acquires any rights in, or registration(s) or application(s) for any Seagate Marks by operation of law or otherwise, participant will immediately and at no expense to Sponsor assign such rights, registrations or applications to Sponsor, along with any and all associated goodwill. Participant may not incorporate participant’s or any third-party marks into any Seagate Mark nor may participant integrate any Seagate Mark into any of participant’s own marks, logos, or designs. Participant will not use any Seagate Mark in any manner that creates confusion as to the source, sponsorship, or association of participant with Sponsor. Participant agrees to take all steps necessary to avoid creating the false impression that Seagate is in any way the source, sponsor, or licensor of any participant content, product or service. Participant will not use or display any Seagate Marks in any manner that may disparage Sponsor, its products or services, or for promotional goods or for products which, in Sponsor’s sole discretion may diminish or otherwise damage Sponsor’s goodwill in any Seagate Marks.

7. PRIZE(S).

Entry Method	Prize Level	Prize/Giveaway	Quantity	Approximate Retail Value (“ARV”)
Entry Method 5 Random Draw Bumper Prize	Winner’s Prize	Hero Electric Optima LA	5	INR 44990
Entry Method 4 Buy and Win	Participation Prize	Amazon Gift Card Rs500	500	INR 500

	Winner's Prize	Wonder chef Kitchen set	10	INR 3100
Entry Method 3 Seagate Quiz	Participation Prize	Participation Prize- WWE Bag	500	INR 790
	Winner's Prize	Pebble Bluetooth Speaker	10	INR 819
Entry Method 2 Catchy Caption	Participation Prize	Basic Duffle Bag	500	INR 999
	Winner's Prize	Zook Power Bank	10	INR 1850
Entry Method 1 Festive Celebration	Participation Prize	Zook Camera Pen Drive	1000	INR 1499
	Winner's Prize	Herbie Backpack- Urban Tribe	10	INR 1199

Promotion prizes are subject to limited quantities as stated in the table above and will be allocated to qualifying participants and winners on a first-come, first-served, basis.

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. For entry methods 1-4, allow thirty (30) days for processing and delivery of prize following completion of entry and winner verification process (after the Promotion Period and Claim Period end). For entry method 5 (random draw), the winner(s) will receive an Award Letter from Sponsor (via email) which winner must present at a participating Hero showroom to collect the prize. 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). Values are expressed in Indian Rupees.

Receipt of prize to winner is 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. All prizes will be net of any taxes Sponsor is required by law to withhold. All taxes imposed on prizes (including without limitation, all goods and services taxes) are the sole responsibility of the winners, regardless of whether taxes have been so

withheld. The winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements (including without limitation payment of Insurance and Road Taxes based on the stated/advertised prize value as required by state laws). 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.

8. CONDITIONS IMPOSTED ON WINNERS.

Potential winners will be notified by email within 7 days of completion of Claim Period 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 31st January 2020, at or around 02:00 PM IST at <https://nbg.seagate.com/season-of-smiles-IN>. Sponsor may at its discretion, elect to feature noteworthy and winning entries in the winners announcements; however Sponsor does not guarantee the publishing or posting of any entry. Winner selection is subject to verification of eligibility and compliance with these Official Rules. Sponsor reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.

9. 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 this Promotion and Promotion prizes, and Sponsor may disclose this information to suppliers and/or their respective agents. This Promotion is hosted in India. Your personal information may be accessed, transferred or stored in these and other eligible 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.

10. LICENSE/USE OF ENTRIES. By submitting an entry, and to the extent allowed by law, you grant the Released Parties (defined below) a perpetual, worldwide, royalty-free, non-exclusive, sub licensable,

unconditional and transferable license to reproduce, modify, transmit, publish, post, broadcast, display, exhibit and/or otherwise use or reuse your entry (and all elements of such entry, including, without limitation, the likenesses of any individuals and locations embodied therein), name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Promotion in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party. Without limiting the generality of the above, by submitting an entry, entrant hereby grants permission for the entry to be shared on the Sponsor websites and social media channels, pages, and accounts during and following the Promotion Period. Sponsor does not guarantee the posting of any photo submission and may remove (or request removal) of a posted submission at any time for any reason. Entrant agrees that Released Parties are not responsible for any unauthorized use of entries by third parties.

11. PUBLICITY. By participating, winning participant grants to Sponsor and its designees the right to print, publish, broadcast, and use world-wide in any media, now or hereafter known, the winner's name, picture, voice, likeness, city and country of residence or domicile, its status as Promotion winner (including prize information) or otherwise, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity (or if a French resident for a duration of five (5) years), without additional compensation, notification or permission, except where prohibited by law.

12. 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 or social media posts; 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, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, social media posts, the announcement of the prizes or in any Promotion-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 Promotion. Released Parties are not responsible for injury or damage to participant's or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website.

13. GENERAL CONDITIONS. Except where prohibited by local law, by participating, participant agrees that Sponsor and its respective parent, 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 participant 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 Promotion. Sponsor and the Promotion administrator shall bear no liability whatsoever to the extent arising in connection with circumstances outside the control of Sponsor and the Promotion administrator, including without limitation those that delay, prevent, or materially affect the administration or fulfillment of this Promotion. Persons who tamper with or abuse any aspect of the Promotion 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 participant 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 Promotion is governed by the laws 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 Promotion must be brought in a court of competent jurisdiction in California, United States of America.

14. RIGHT TO TERMINATE. Should any portion of the Promotion 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 Promotion and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

15. WINNERS’ LIST. For the names of the winners (available after or around January 31st 2021 visit <https://nbg.seagate.com/season-of-smiles-IN> no later than – 2nd March 2021.

16. SPONSOR AND ADMINISTRATOR. This promotion is sponsored by Seagate Singapore International Headquarters Pte Ltd, The Shugart, 26 Ayer Rajah Crescent Singapore 139944. This promotion is administered and fulfilled by Cigma Events Pvt. Ltd, 5 G/F, GORISHANKER MARKET, PANT NAGAR, New Delhi, Delhi, 110014. GST 07AABCC5594K1ZB.

All correspondence regarding this offer should be directed to Promoters’ address. If you have any questions or comments, or wish to send us any notice regarding the Promotion, please send an email to contact.seagate@cigmaevents.com with subject line: **SEAGATE SEASON OF SMILES**

REV. 9 November 2020