# **Seagate Gaming Bundle Promotion NZ**

1st February – 31st March 2021

#### **OFFICIAL RULES**

These Official 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 Seagate BarraCuda HDD gaming bundles from an Eligible Reseller(defined below) during the Promotion Period (defined below) and submits the proof of purchase online during the Claim Period (as defined and instructed below) will receive a complimentary Steam Gift Card (a "Promotion Giveaway", with the value of such card set forth in the table below).
- 1.2 **Purchase Period.** To be eligible for this Promotion and receipt of a Promotion Giveaway, end user customers must complete an Eligible Purchase (defined below) from an Eligible Reseller (defined below) during the Promotion Period and submit their entry materials online during the Claim Period (defined below.)
- 1.3 **Promotion Period and Claim Period.** From 12:00 AM NZDT 1<sup>st</sup> February 2021 to 11:59 PM NZDT 31<sup>st</sup> March 2021 (inclusive) (the "Promotion Period"), at Eligible Reseller and Retail locations in Australia during their respective hours of business. The participant must register their purchase online within the Claim Period which is between 12:00 AM NZDT 1<sup>st</sup> February 2021 to 11:59 PM NZDT 7<sup>th</sup> April 2021 (inclusive).
- 1.4 **Promoter**. The "Promoter" of this Promotion is Seagate Singapore International Headquarters Pte. Ltd. ( the "Promoter") located at The Shugart, 26 Ayer Rajah Crescent Singapore 139944
- 1.5 **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.

## 2. ENTRY AND PARTICIPATION

2.1 Eligibility. For this Promotion, "Eligible Product" is limited to the *bundle* of products of (1) a 2TB or higher capacity of BarraCuda Hard Drive *plus* (2) a selected Seagate BarraCuda SSD or FireCuda SSD as listed on the table below. An "Eligible Purchase" is the purchase of **one of the Eligible Bundle Products** from an Eligible Reseller. "Eligible Resellers" are all of Promoter's authorized Seagate resellers or retailers located in New Zealand (or authorized online Seagate E-tailers) with New Zealand Business Numbers (NBZNs.) NZBNs can\_be found at <a href="https://www.nzbn.govt.nz/mynzbn/search/">https://www.nzbn.govt.nz/mynzbn/search/</a>. Participation in the Promotion is limited to end user customers who purchase the Eligible Products for end use and not for resale purposes. Only one entry per user is allowed. Multiple entries will not be accepted. This Promotion is void outside New Zealand.

Bundle	HDD	Model Number	SSD	Model Number	Value of Steam Gift Card
Name			•		Promotion Giveaway in NZD
BarraCuda HDD 2TB Bundle	BarraCuda 3.5' 2TB	ST2000DM005 ST2000DM008	BarraCuda 510	ZP250CM3A001	\$ 20.00
			BarraCuda 510	ZP500CM3A001	\$ 40.00
			BarraCuda 510	ZP1000CM3A001	\$ 50.00
			FireCuda 510	ZP500GM3A001	\$ 50.00
			FireCuda 510	ZP1000GM30011	\$ 70.00
			FireCuda 510	ZP2000GM30021	\$ 100.00
			FireCuda 520	ZP500GM30002	\$ 50.00
			FireCuda 520	ZP1000GM3A002	\$ 70.00
			FireCuda 520	ZP2000GM3A002	\$ 100.00
			FireCuda 120	ZA500GM10001	\$ 40.00
			FireCuda 120	ZA1000GM10001	\$ 50.00
			FireCuda 120	ZA2000GM10001	\$ 70.00
			FireCuda 120	ZA4000GM10001	\$ 120.00
Bundle Name	HDD	Model Number	SSD	Model Number	Value of Steam Gift Card Promotion Giveaway in NZD
BarraCuda HDD 4TB Bundle	BarraCuda 3.5' 4TB	ST4000DM004	BarraCuda 510	ZP250CM3A001	\$ 40.00
			BarraCuda 510	ZP500CM3A001	\$ 40.00
			BarraCuda 510	ZP1000CM3A001	\$ 50.00
			FireCuda 510	ZP500GM3A001	\$ 50.00
			FireCuda 510	ZP1000GM30011	\$ 70.00
			FireCuda 510	ZP2000GM30021	\$ 100.00
			FireCuda 520	ZP500GM30002	\$ 50.00
			FireCuda 520	ZP1000GM3A002	\$ 70.00
			FireCuda 520	ZP2000GM3A002	\$ 100.00
			FireCuda 120	ZA500GM10001	\$ 40.00
			FireCuda 120	ZA1000GM10001	\$ 50.00
			FireCuda 120	ZA2000GM10001	\$ 70.00
			FireCuda 120	ZA4000GM10001	\$ 120.00
Bundle Name	HDD	Model Number	SSD	Model Number	Value of Steam Gift Card Promotion Giveaway
BarraCuda HDD 8TB Bundle	BarraCuda 3.5' 8TB	ST8000DM004	BarraCuda 510	ZP250CM3A001	\$ 40.00
			BarraCuda 510	ZP500CM3A001	\$ 50.00
			BarraCuda 510	ZP1000CM3A001	\$ 70.00
			FireCuda 510	ZP500GM3A001	\$ 50.00
			FireCuda 510	ZP1000GM30011	\$ 70.00
			FireCuda 510	ZP2000GM30021	\$ 100.00
			FireCuda 520	ZP500GM30002	\$ 50.00
			FireCuda 520	ZP1000GM3A002	\$ 70.00
			FireCuda 520	ZP2000GM3A002	\$ 100.00
			FireCuda 120	ZA500GM10001	\$ 50.00
			FireCuda 120	ZA1000GM10001	\$ 70.00
			FireCuda 120	ZA2000GM10001	\$ 100.00

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 during the Promotion Period and submit their receipt as proof of purchase (an "Entry") online at

https://www.seagate.com/anzpromotions/nzbundles during the Claim 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.
- 2.4 **Right to Reject.** Promoter may reject any Entry that it determines does not comply with these rules, subject to applicable law.

#### 3. FULFILLMENT

- 3.1 Promotion Giveaways will be processed and distributed via courier or post within 4 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 a Promotion Giveaway, or redeem a Promotion Giveaway for cash, but Promoter reserves the right, at its sole discretion, to substitute a Promotion Giveaway (or portion thereof) with one of comparable or greater value.
- 3.2 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 only be used for the purposes of the Promotion.

## 4. USE OF ENTRIES

- 4.1 **Privacy Notice**. This Promotion is hosted in New Zealand 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 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 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 <a href="https://www.seagate.com/legal-privacy/">https://www.seagate.com/legal-privacy/</a>.
- 4.2 **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.

## **5. PARTICIPANT RESPONSIBILITIES**

5.1 **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.

- 5.2 **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.
- 5.3 **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.
- 5.4 **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.

### **6. FURTHER TERMS**

- 6.1 **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.
- 6.2 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.
- 6.3 **Sponsor and Agent.** This promotion is sponsored by Seagate Technology Aus Pty Ltd, Level 1, 93 George Street. Parramatta 2150 NSW, Australia. ABN: 87003840328; This promotion is administered by Sussex Australasia, PO BOX 123, St Leonards, NSW 1590, Australia; This promotion is fulfilled by Ingram Micro NZ. All correspondence regarding this offer should be directed to Sponsor's address.