Seagate® Consumer Store and Score Lucky Draw 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 participant per purchase transaction.

There will be five (5) Drawings in total 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.

- 1.2 **Game of Chance, Promotion Period.** This Promotion is based on chance. The Promotion commences at 00:00 AEST 1st May 2021 and ends at 23:59 AEST 1st July 2021 (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://www.seagate.com/anzpromotions/store-and-score as instructed below during the Claim Period (as defined in Subsection 1.4 below.)
- 1.4 **Claim Period.** Each participant must register their Eligible Purchase online at https://www.seagate.com/anzpromotions/store-and-score between 00:00 AEST 1st May 2021 and 23:59 AEST 1st July 2021 (inclusive) (the "Claim 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 OF LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE 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	Model number	
Portable External Hard Drives		
1TB One Touch HDD- Black	STKB1000400	
1TB One Touch HDD – Blue	STKB1000402	
1TB One Touch HDD – Red	STKB1000403	
1TB One Touch HDD - Space Grey	STKB1000404	
2TB One Touch HDD – Black	STKB2000400	
2TB One Touch HDD – Blue	STKB2000402	
2TB One Touch HDD – Red	STKB2000403	
2TB One Touch HDD - Space Grey	STKB2000404	
4TB One Touch HDD – Black	STKC4000400	
4TB One Touch HDD – Blue	STKC4000402	
4TB One Touch HDD – Red	STKC4000403	
4TB One Touch HDD - Space Grey	STKC4000404	
5TB One Touch HDD – Black	STKC5000400	
5TB One Touch HDD – Blue	STKC5000402	
5TB One Touch HDD – Red	STKC5000403	
5TB One Touch HDD - Space Grey	STKC5000404	
2TB Ultra Touch HDD – Black	STHH2000400	
2TB Ultra Touch HDD – White	STHH2000402	
Backup Plus Portable Drives Slim 1TB – Black	STHN1000400	
Backup Plus Portable Drives Slim 1TB - Light Blue	STHN1000402	
Backup Plus Portable Drives Slim 1TB – Red	STHN1000403	
Backup Plus Portable Drives Slim 1TB – Silver	STHN1000401	
Backup Plus Portable Drives Slim 1TB - Space Grey	STHN1000405	
Backup Plus Portable Drives Slim 2TB – Black	STHN2000400	
Backup Plus Portable Drives Slim 2TB - Light Blue	STHN2000402	
Backup Plus Portable Drives Slim 2TB – Silver	STHN2000401	
Backup Plus Portable Drives Slim 2TB - Space Grey	STHN2000406	
Backup Plus Portable Drives Slim 2TB - Red	STHN2000403	
Backup Plus Portable Drives Ultra Touch 1TB - Black	STHH1000400	
Backup Plus Portable Drives Ultra Touch 1TB - White	STHH1000402	
Backup Plus Portable Drives Ultra Touch 2TB - Black	STHH2000400	
Backup Plus Portable Drives Ultra Touch 2TB - White	STHH2000402	
Backup Plus Portable Drives 4TB – Black	STHP4000400	
Backup Plus Portable Drives 4TB – Silver	STHP4000401	
Backup Plus Portable Drives 4TB – Light Blue	STHP4000402	
Backup Plus Portable Drives 4TB – Red	STHP4000403	
Backup Plus Portable Drives 5TB – Black	STHP5000400	
Backup Plus Portable Drives 5TB – Silver	STHP5000401	

Eligible Products	Model number			
Backup Plus Portable Drives 5TB – Light Blue	STHP5000402			
Backup Plus Portable Drives 5TB – Red	STHP5000403			
Desktop External Hard Drives	•			
Backup Plus Hub 4TB	STEL4000300			
Backup Plus Hub 6TB	STEL6000300			
Backup Plus Hub 8TB	STEL8000300			
Backup Plus Hub 10TB	STEL10000400			
Backup Plus Hub 12TB	STEL12000400			
Backup Plus Hub 14TB	STEL14000400			
Portable External SSD	· · · · · · · · · · · · · · · · · · ·			
One Touch SSD 500GB – Black	STJE500400			
One Touch SSD 500GB – White	STJE500402			
One Touch SSD 1TB – Black	STJE1000400			
One Touch SSD 1TB – White	STJE1000402			
Ultra Touch SSD 500GB – Black	STJW500401			
Ultra Touch SSD 500GB – White	STJW500400			
Ultra Touch SSD 1TB – Black	STJW1000401			
Ultra Touch SSD 1TB – White	STJW1000400			
BarraCuda Fast SSD 500GB	STJM500400			
BarraCuda Fast SSD 1TB	STJM1000400			
BarraCuda Fast SSD 2TB	STJM2000400			
SSDS AND EXTERNAL HARD DRIVES FOR	GAMING			
Game Drive for Xbox Game Pass 2TB	STEA2000417			
Game Driver for Xbox Game Pass 4TB	STEA4000407			
Game Drive for Xbox Highest Capacity 2TB	STEA2000403			
Game Drive for Xbox Highest Capacity 4TB	STEA4000402			
Game Drive Hub for Xbox 8TB	STGG8000400			
Game Drive for Xbox - Cyberpunk 2077 Special Edition	STEA2000428			
Storage Expansion Card for Xbox Series X S	STJR1000400			
FireCuda Gaming SSD 500GB	STJP500400			
FireCuda Gaming SSD 1TB	STJP1000400			
FireCuda Gaming SSD 2TB	STJP2000400			
FireCuda Gaming Dock 4TB	STJF4000400			
INTERNAL STORAGE DRIVES	_			
FireCuda 120 SSD 500GB	ZA500GM10001			
FireCuda 120 SSD 1TB	ZA1000GM10001			
FireCuda 120 SSD 2TB	ZA2000GM10001			
FireCuda 120 SSD 4TB	ZA4000GM10001			
FireCuda 510 SSD 500GB	ZP500GM30021			
FireCuda 510 SSD 1TB	ZP1000GM30031			
FireCuda 510 SSD 2TB	ZP2000GM30001			
FireCuda 520 SSD 500GB	ZP500GM30002			
FireCuda 520 SSD 1TB	ZP1000GM3A002			
FireCuda 520 SSD 2TB	ZP2000GM3A002			
BarraCuda Q5 SSD 500GB	ZP500CV30001			
BarraCuda Q5 SSD 1TB	ZP1000CV30001			
BarraCuda Q5 SSD 2TB	ZP2000CV30001			
BarraCuda 510 SSD 250GB	ZP250CM3A001			
BarraCuda 510 SSD 256GB	ZP256CM30041			

Eligible Products	Model number
BarraCuda 510 SSD 500GB	ZP500CM3A001
BarraCuda 510 SSD 512GB	ZP512CM30041
BarraCuda 510 SSD 1TB	ZP1000CM3A001
BarraCuda 3.5" HDD 500GB	ST500DM009
BarraCuda 3.5" HDD 1TB	ST1000DM004 / ST1000DM010
BarraCuda 3.5" HDD 2TB	ST2000DM005 / ST2000DM008
BarraCuda 3.5" HDD 3TB	ST3000DM007
BarraCuda 3.5" HDD 4TB	ST4000DM004
BarraCuda 3.5" HDD 6TB	ST6000DM003
BarraCuda 3.5" HDD 8TB	ST8000DM004
BarraCuda 2.5" HDD 500GB	ST500LM030 / ST500LM034
BarraCuda 2.5" HDD 1TB	ST1000LM048 / ST1000LM049
BarraCuda 2.5" HDD 2TB	ST2000LM015
BarraCuda 2.5" HDD 3TB	ST3000LM024
BarraCuda 2.5" HDD 4TB	ST4000LM024
BarraCuda 2.5" HDD 5TB	ST5000LM000

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://www.seagate.com/anzpromotions/store-and-score 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 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 twenty-one (21) potential winning entries will be selected from each weekly drawing (a "Draw" or "Drawing"). There are total five (5) Draws 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.
 - Draw #1: The 1st lucky draw will be conducted at or about 12 PM AEST on 4th June 2021 (Entry received/registered by 23:59 AEST on 3rd June 2021)
 - Draw #2: The 2nd lucky draw will be conducted at or about 12 PM AEST on 11th June 2021 (Entry received/registered by 23:59 AEST on 10th June 2021)
 - Draw #3: The 3rd lucky draw will be conducted at or about 12 PM AEST on 18th June 2021 (Entry received/registered by 23:59 AEST on 17th June 2021)

- Draw #4: The 4th lucky draw will be conducted at or about 12 PM AEST on 25th June 2021 (Entry received/registered by 23:59 AEST on 24th June 2021)
- Draw #5: The 5th lucky draw will be conducted at or about 12 PM AEST on 2nd July 2021 (Entry received/registered by 23:59 AEST on 1st July 2021)
- 3.2 Location of Draws: Suites 1101, 100 Walker Street, North Sydney, NSW Australia.

3.3 Prizes

Each week's Draw will have potential twenty-one (21) winners with the prizes as set out in the table below.

No. of Winners Each Draw	Prize	Approximate Retail Value ("ARV")
1	Razer BlackWidow V3 TKL Mechanical Gaming Keyboard	AUD\$200.00 each
1	Xbox Series X	AUD\$749.00 each
17	Xbox Gift Card	AUD\$25.00 each for winners of Australian residence; or NZD\$25.00 each for winners of New Zealand residence
1	Tarok Essential Gaming Chair – Razer Edition	AUD\$288.00 each set
1	Xbox Wireless Headset	AUD\$150.00 each set
Approxi	mate Subtotal ARV of each Draw	AUD\$1,812.00
Total number of Draws		5
Approxir	nate Grand-total ARV for 5 Draws	AUD\$9,060.00

The total estimated value of prize pool of each week's Draw is approximately AUD\$1,812.00. The total estimated value of prize pool of the five (5) Draws is approximately AUD\$9,060.00 including GST. All values are expressed in AUD except the Xbox Gift Card value for winners of New Zealand residence.

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://www.seagate.com/anzpromotions/store-and-score within two weeks after the applicable Draw and will remain online **until 16th August 2021 (inclusive)**.
- 3.6 **Unclaimed Prizes.** To distribute any unclaimed prizes, the Promoter may conduct a further draw **at or about 12 PM on 27**th **September 2021** 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 **2 business days** after the draw. Their names will also be published online at https://www.seagate.com/anzpromotions/store-and-score on or about 30th September 2021 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 within four (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 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, 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-

<u>privacy/.</u> 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 fulfilled by Sussex Australasia, PO BOX 123, St Leonards, NSW 1590, Australia. All correspondence regarding this offer should be directed to Promoter's address.

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