

# Jom Raya! bersama Seagate End User Promotion (“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 (defined below). Participation in this Promotion (including any acceptance of a Promotion Giveaway) is deemed acceptance of these Rules.

### 1. GENERAL

<b>Purchase Period</b>	Starts: 1 <sup>st</sup> May 2021 12:00 AM Malaysia Time (“MT”) Ends: 20 <sup>th</sup> June 2021 11:59 PM MT
<b>Promotion Period</b>	Starts: 1 <sup>st</sup> May 2021 12:00 AM MT Ends: 30 <sup>th</sup> June 2021 11:59 PM MT
<b>Eligible Products</b>	Product(s) listed on Appendix A
<b>Eligible Purchase</b>	Purchase of one (1) unit of Eligible Product from a Participating Reseller (defined below)
<b>Promotion Giveaway</b>	Item(s) listed on Appendix A
<b>Territory</b>	Malaysia
<b>Participating Reseller</b>	<u>Seagate’s participating Malaysia authorized resellers</u> selling into Malaysia via physical store in Malaysia or online store (e.g., reseller’s website) <u>excluding</u> third party e-commerce platforms such as Shopee, Lazada, Presto Mall, Lelong, Amazon, and similar online marketplaces.

Each end user customer who completes an Eligible Purchase during the Purchase Period and submits the proof of purchase as instructed below during the Promotion Period will receive a complimentary Promotion Giveaway, while supplies last, up to a limit of three (3) per participant. The “Sponsor” of this Promotion is Seagate Singapore International Headquarters Pte. Ltd., whose decisions will be final and binding on all Promotion matters, subject to applicable law.

**2. ELIGIBILITY.** Participation in the Promotion is limited to end customers who are legal residents of at least one country included in the Territory and purchase the Eligible Product 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. ENTRY AND PARTICIPATION.** In order to participate in this Promotion, the end user customer must complete an Eligible Purchase during the Purchase Period and submit a copy of their receipt as proof of purchase at <https://nbg.seagate.com/Raya2021> (“Promotion Site”) with their completed online entry form (collectively, an “Entry”), as instructed at the Promotion Site. All Entries must be submitted during the Promotion Period. Sponsor is not responsible for Entries that are not received for any reason, or for Entries received but not decipherable for any reason. The Sponsor may automatically disqualify any incomplete or illegible Entry or any entries that the Sponsor determines are invalid for any other reason, subject to applicable law.

**4. GIVEAWAY FULFILLMENT.** Promotion Giveaways will be distributed via a URL link sent to participant via SMS (mobile phone text message) within 4 weeks after the Promotion Period 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 Sponsor reserves the right, at its sole discretion, to substitute Promotion Giveaway (or portion thereof) with one of comparable or greater value. Prizes are available during the Promotion Period only while supplies last.

## **5. PRIVACY NOTICE.**

**4.1 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 Giveaways, and Sponsor may disclose this information to suppliers and/or their respective agents. This Promotion is hosted in Malaysia. 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.

**6.FURTHER DOCUMENTATION.** By participating, each participant agrees to sign any necessary documentation that may be required for Sponsor to confirm or make use of the rights and waivers granted as a result of participation.

**7. RELEASE, INTERRUPTIONS, TERMINATION.** Each participant hereby releases the Sponsor 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. If there is a catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, that corrupts or affects the fairness or integrity of this Promotion, including human error, the Sponsor 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 Sponsor may choose to proceed with selected redemptions from among all eligible Entries received before cancelling, changing or suspending the Promotion, subject to applicable law. The Sponsor may disqualify from this Promotion, ban from future promotions, and seek damages or criminal prosecution against, any individual compromises the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in any way, subject to applicable law.

**8. LIMITATION OF LIABILITY.** The Sponsor (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 Sponsor'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 Sponsor) due to any reason beyond the reasonable control of the Sponsor; (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 Sponsor (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 Sponsor.

**9. SPONSOR AND AGENT.** 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 Whizzdom Sdn Bhd, B-10-12, Gateway Corporate Suites, Gateway Kiaramas, No. 1, Jalan Desa Kiara, Mont' Kiara, 50480 Kuala Lumpur, Malaysia. All correspondence regarding this Promotion should be directed to Whizzdom Sdn Bhd, at the above address.

Rev. 1<sup>st</sup> May 2021

#### **APPENDIX A ELIGIBLE PRODUCTS and PROMOTION GIVEAWAY**

**Promotion Giveaways for Eligible Products.** Receive a Promotion Giveaway listed below if you purchase of the corresponding Eligible Product identified below, subject to the Official Rules. **All gifts are subject to a limited validity/redemption period. All credits and vouchers provided as Promotion Giveaways are valid 6 months from date of generation.**

**Limited Quantity:** The Promotion Giveaways are made available on a first-come, first-serve basis and limited to the following quantities:

<b>Category</b>	<b>Promotion Giveaway and Value</b>	<b>Eligible Product</b>
1	Touch 'n Go e-Wallet Credit RM15 (The first 300 Eligible Purchases)	Seagate® Backup Plus Slim 2TB
		Seagate® Backup Plus Ultra Touch 1TB and 2TB
2	Touch 'n Go e-Wallet Credit RM25 (The first 100 Eligible Purchases)	Seagate® Backup Plus Portable 4TB and 5TB
		Seagate® One Touch / Ultra Touch SSD 500GB
		Seagate® Fast SSD / BarraCuda® Fast SSD 500GB
3	Touch 'n Go e-Wallet Credit RM50 (The first 50 Eligible Purchases)	Seagate® Backup Plus Hub 4TB, 6TB, 8TB and 10TB
		Seagate® One Touch / Ultra Touch SSD 1TB
		Seagate® Fast SSD / BarraCuda® Fast SSD 1TB
4	Touch 'n Go e-Wallet Credit RM100 (The first 30 Eligible Purchases)	Seagate® Backup Plus Hub 12TB and 14TB
		Seagate® Fast SSD / BarraCuda® Fast SSD 2TB
		Seagate® FireCuda® Gaming SSD 1TB and 2TB
		Seagate® FireCuda® Gaming Dock 4TB