

Seagate® Game Drive Upgrade Promotion ("Promotion")

15 December 2021 – 31 January 2022

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 Appendix A from an Eligible Reseller (defined below) during the Promotion Period (defined below) and submits the proof of purchase online as instructed in these Rules will receive the complimentary promotional giveaway item(s) specified in Appendix A (each a "Promotion Giveaway"), up to a limit of one (1) Promotion Giveaway(s) per participant. The Promotion Giveaways are available on a first-come, first-serve basis and are subject to limited quantity as detailed in Appendix A.

1.2 Promotion Period. The "Promotion Period" shall be from *12/15/2021 12:00 AM AND 01/31/2022 11:59 PM Pacific Time ("PT") while supplies last*. Specific quantities of available Promotion Giveaways are set forth in Appendix A.

1.3 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) and submit their entry materials at <https://nbg.seagate.com/gaming-upgrade-campaign> (the "Promotion Microsite") during the Claim Period as instructed below. *The Claim Period is from 12/15/2021 12:00 AM AND 02/14/2022 11:59 PM Pacific Time ("PT")* (the "Claim Period.")

1.4 Promoter. The "Promoter" of this Promotion *excluding Australia is Seagate Technology LLC, 47488 Kato Road , Fremont, CA, 94538 United States of America. The Promoter of the program within Australia is Seagate Technology Australia Pty Limited (ABN: 87003840328) Level 1, 93 George Street, Parramatta, NSW, 2150, Australia.* This Promotion is in no way sponsored or administered by Sony.

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. OPEN ONLY TO LEGAL RESIDENTS OF AUSTRALIA, NEW ZEALAND, UNITED STATES, AND UNITED KINGDOM 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 Seagate products identified in Appendix A. An "Eligible Purchase" is the purchase of one unit of Eligible Product (unless otherwise provided in Appendix A) from an Eligible Reseller. Eligible Purchases are limited to purchases of Eligible Product for end use and not for resale purposes. "Eligible Resellers" are all Promoter authorized retailers located in AUSTRALIA, NEW ZEALAND, UNITED STATES, AND UNITED KINGDOM and Promoter's authorized online etailers selling Eligible Product in AUSTRALIA, NEW ZEALAND, UNITED STATES, AND UNITED KINGDOM with a valid business license as depicted on the landing page (<https://nbg.seagate.com/gaming-upgrade-campaign>). This Promotion is void outside AUSTRALIA, NEW ZEALAND, UNITED STATES, AND UNITED KINGDOM.

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 complete and submit the Promotion entry form with their receipt as proof of purchase (together, an “Entry”), as instructed at the Promotion Microsite. All Entries must be submitted to the Promotion Microsite 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 they determine does not comply with these rules, subject to applicable law.

3. FULFILLMENT

3.1 Promotion Giveaways will be processed and distributed for availability within 28 days following verification of valid Entry submission. Participants are responsible for all federal, state, provincial and local taxes (including direct and indirect tax such as income and withholding taxes, and goods and services tax and value added tax) 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 Giveaways, or redeem Promotion Giveaways 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. Promotion Giveaways are available during the Promotion Period only while supplies last. Specific quantities of available Promotion Giveaways are specified in Appendix A.

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 these purposes.

4. USE OF ENTRIES

4.1 **Privacy Notice.** By submitting an Entry and information in connection with this Promotion, participant consents to Promoter collecting, using, transferring and storing personal information outside the country where entrant is located, and sharing his or her personal information to administer and fulfill this Promotion and Promotion Giveaways, including through its agents and as set forth in the Rules. This Promotion is hosted in UNITED STATES, and information regarding the participants (including but not limited to participant’s name, email 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. Your personal information may be accessed, transferred or stored in the United States and other eligible countries that may not be subject to data protection laws of the same standard as those of your country of residence. Where your personal information is transferred outside your country of residence, Promoter may put in place appropriate safeguards in accordance with legal obligations to ensure your personal information is adequately protected. Personal information collected for the purposes of this Promotion will be used for the purposes of the Promotion only. 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.

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, Sony, 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) and Sony are not responsible for and exclude 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 or Sony'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 and Sony (including its' officers, employees and agents) exclude 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 or Sony.

APPENDIX A

ELIGIBLE PRODUCTS and PROMOTION GIVEAWAY(S)

The exact value of the PlayStation Gift Card will differ for winners who reside in different Eligible Countries/Territories. The exact value of the PlayStation Gift Card offered to winners residing in each Eligible Country/Territory in each prize level is specified in the table below. Recipients of the gift cards below are subject to the terms and conditions of the gift cards as well.

Eligible Product Purchased	PlayStation Gift Card ARV in Local Currency	TOTAL Number of Giveaway(s) Available (i.e. Participants from all Eligible Countries/Territories grouped together)
Seagate® FireCuda 530 SSD Heatsink 1TB	<ul style="list-style-type: none"> • Australia – AUD\$35 • New Zealand – NZD\$35 • United Kingdom – GBP£20 • United States – USD\$25 	100
Seagate® FireCuda 530 SSD Heatsink 2TB	<ul style="list-style-type: none"> • Australia – AUD\$50 • New Zealand – NZD\$50 • United Kingdom – GBP£30 • United States – USD\$40 	250
Seagate® FireCuda 530 SSD Heatsink 4TB	<ul style="list-style-type: none"> • Australia – AUD\$100 • New Zealand – NZD\$100 • United Kingdom – GBP£60 • United States – USD\$80 	125
Seagate® Game Drive for PS4™ Systems 2TB	<ul style="list-style-type: none"> • Australia – AUD\$15 • New Zealand – NZD\$15 • United Kingdom – GBP£5 • United States – USD\$10 	100
Seagate® Game Drive for PS4™ 4 TB	<ul style="list-style-type: none"> • Australia – AUD\$25 • New Zealand – NZD\$25 • United Kingdom – GBP£10 • United States – USD\$20 	100

The total prize pool value is estimated at AUD32,500.

The ARV are estimation only. The exact total value of the ARV in each Eligible Country/Territory will differ.

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. Seagate and Seagate Technology are trademarks or registered trademarks of Seagate Technology LLC or one of its corporate affiliates All other trademarks or registered trademarks are the property of their respective owners.

Promoter and Administrator.

The Promoter for Eligible Countries/Territories excluding Australia is Seagate Technology LLC, 47488 Kato Road , Fremont, CA, 94538 United States of America. The Promoter of the program within Australia is Seagate Technology Australia Pty Limited (ABN: 87003840328) Level 1, 93 George Street, Parramatta, NSW, 2150, Australia.

Australian Administrator and fulfilment services in connection with the Promotion: Sussex News Advertising Pty Ltd, Suite 1101, 100, Walker St. North Sydney NSW 2060 (promotion administration and fulfilment for Australia).

Fulfillment services in connection with the Promotion for Eligible Countries/Territories outside of Australia are to be provided by Sussex News Advertising Pty Ltd, Suite 1101, 100, Walker St. North Sydney NSW 2060.

Eligible Countries/Territories

Australia; New Zealand; United Kingdom; United States.

NSW Authority: TP/01549