

Seagate SkyHawk/Pelican 1200 Carry Case

Promotion 2019

OFFICIAL RULES

These are the official rules that govern this promotion. If you do not agree with these rules, do not participate in this promotion. Entry into this promotion is deemed acceptance of these rules.

1. GENERAL

1.1 Description of Promotion. When a customer purchases 4 or more SkyHawk 4TB or above drives in a single transaction, they receive a free Pelican 1200 carry case valued at \$94.

1.2 Purchase Period. In order to be eligible for this Promotion, the participant must make their purchase between 00:00 AEDT 18th February 2019 to 31st March 2019 23:59 AEDT (inclusive).

1.3 Promotion Period. Between 00:00 AEDT 18th February 2019 to 31st March 2019 23:59 AEDT (inclusive) or until 127 units is reached.

1.4 Promoter. The Promoter of this promotion is Seagate Technology Australia Pty Ltd (the "Promoter") (ABN: 87003840328) Level 7, 91 Phillip Street, Parramatta, NSW, 2150, Australia.

1.5 Exclusions. Employees of the Promoter and their 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, Authorized distributors, Retailers and their subsidiaries are excluded from eligibility in this promotion.

1.6 Government Employees. The Promoter is committed to complying with government gift and ethics rules and therefore government employees are not eligible to participate in this promotion.

2.1 Eligibility. Participants must be 18 years of age or older, as of the date of entry, and a resident of Australia to be eligible to participate in this promotion. This promotion is void outside Australia.

2.2 Entry Process. In order to participate in this promotion, the customers must purchase from the eligible partners and then go to redemption page and complete the form with their name, contact information, and upload their receipt. Entries must be received by the Promoter during the Promotional 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 State and Territory legislation.

2.4 Right to Reject. The Promoter may reject any entry that they determine does not comply with these rules, subject to State and Territory legislation.

3. FULFILLMENT

3.1 The Pelican 1200 carry case will be processed and distributed within 3 weeks of the successful online submission.

3.2 Seagate Technology collects claimants' personal information (from claim requests) in order to conduct this promotion and facilitate the distribution of claimant's prizes. Seagate Technology may disclose this information to suppliers and/or their respective agents. Personal information collected for the purposes of this promotion will be used for the purposes of the promotion only. A request to access, update or correct any information should be directed to seda.beki@seagate.com

4. USE OF ENTRIES

4.1 **Dissemination.** Following the end of this promotion, any entry may be posted on a website selected by Seagate Technology for viewing by visitors to that website. Seagate Technology is not responsible for any unauthorised use of the entries by visitors to the website.

4.2 **Privacy Notice.** This promotion is hosted in Australia, and information regarding the entries will be collected on computers located in Australia. By submitting any entry, each participant consents to Seagate Technology collecting, using, transferring, and sharing his or her personal information.

4.3 **Further Documentation.** By participating, each participant agrees to sign any necessary documentation that may be required for Seagate Technology 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, but is subject to State and Territory legislation.

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 prize won.

5.3 **Interruptions.** If anyone cheats, or if a virus, bug, 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 or technical error, the Promoter may cancel, change, or suspend this promotion, subject to State and Territory legislation. If a solution cannot be found to restore the integrity of the promotion, the Promoter may select winners from among all eligible entries received before cancelling, changing or suspending the promotion, subject to State and Territory legislation.

5.4 **Unlawful Behaviour.** 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 State and Territory legislation. The Promoter may ban any participants from any future promotion, subject to State and Territory legislation.

6. FURTHER TERMS

6.1 Amendment or Cancellation. The Promoter reserves the right to amend, cancel or suspend this promotion (subject to State and Territory legislation) if an event beyond the control of the Promoter corrupts or affect 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. In particular, computer generation and use "scripting" is not permitted and will not be accepted.

6.2 Website Access. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

6.3 Statutory Guarantees. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Statutory Guarantees").

6.4 Limitation of Liability. Except for any liability that cannot by law be excluded, including the Statutory Guarantees, 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, unauthorised access or third party interference; (c) any entry or prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or Entrant; or (f) use of a prize. 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 competition including taking or using a prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including the Statutory guarantees. Any change in value of the prize occurring between the publishing date and date the prize is claimed is not the responsibility of the Promoter.

6.5 Sponsor and Agent. This promotion is sponsored by Seagate Technology Australia Pty Ltd, Level 7, 91 Phillip Street, Parramatta, NSW, 2150, Australia. ABN: 87003840328. The promotion is administered by Dicker Data, 230 Captain Cook Drive, Kurnell New South Wales 2231, Australia. All correspondence regarding this offer should be directed to this address.