

# Western Digital Tax Time Promotion

## TERMS AND CONDITIONS

**1. SPONSOR/PROMOTION ADMINISTRATOR:** For this Western Digital Tax Time Promotion ("Promotion"), Western Digital Australia Pty Ltd ABN 73 629 122 676, c/o Baker & McKenzie Level 19, 181 William Street Melbourne, Victoria 3000 Australia is the "Sponsor" and The Gap Agency ABN 95 109 717 106, PO Box 686, 10 Dover Road, Rose Bay NSW 2029 "Promotion Administrator." This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or Instagram. By entering the Promotion, each entrant waives, discharges and releases Facebook, Twitter and Instagram from any and all liability associated with the Promotion. Any questions, comments or complaints regarding the Promotion must be directed to Sponsor and not to Facebook, Twitter or Instagram.

**2. ELIGIBILITY:** To be eligible to submit a claim for the Promotion ("Claim" or "User Generated Content") on the Promotion website located at <https://shop.westerndigital.com/en-au/promotions/back-up-for-tax-time>

("Website"), a participant ("participant", "claimant", "you") must be a legal resident of Australia aged 18 years or over, have reached the age of majority in the jurisdiction in which they reside as of the date of claim. Affiliates and employees of Sponsor, Promotion Administrator, or any other company associated with the administration of the Promotion, along with their immediate family members and household members, are not eligible to participate in the Promotion. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. Any claim submitted shall be void where prohibited or restricted in accordance with these Terms and Conditions. By entering this Promotion and submitting a claim, participants agree to be bound by these Terms and Conditions and the decisions of the Sponsor and/or its agents, including decisions regarding which participant is awarded an e-gift card ("Gift"). Eligible participants must comply with all claim requirements published by the Sponsor in connection with this Promotion. All participants must have access to the Internet in order to participate. Normal Internet, phone and usage charges imposed by your online or phone service provider may apply. You are responsible for any and all such charges and should consult your service providers regarding their pricing plans.

**3. PROMOTION PERIOD:** The Promotion shall commence at 12:01 am AEDT on 26 May 2021 and shall continue in effect until 11:59 pm AEDT on 31 July 2021 ("Promotion Period") or until all e-gift cards are validly claimed (whichever should come first). Any claim received after the expiry of the Promotion Period will be deemed invalid. Sponsor has no responsibility to accept late, lost, delayed, or misdirected claims. Sponsor's computer is the official time keeping device for this Promotion.

**4. PROMOTION PROCEDURES:** To enter the Promotion, a participant must, during the Promotion Period : (i) purchase any of the following Western Digital eligible products: WD My Passport 2TB, 4TB or 5TB; WD My Passport for Mac 2TB, 4TB or 5TB; WD My Passport Ultra 2TB, 4TB or 5TB; WD My Passport SSD, WD My Cloud Home, WD My Cloud Home Duo, WD My Book, WD\_BLACK P10 Game Drive 2TB, 4TB or 5TB; SanDisk Extreme PRO Portable SSD, SanDisk Extreme Portable SSD. ("Qualifying Product") from a Western Digital approved Australian reseller/ retailer including Amazon Australia, Bing Lee, Harvey Norman, JB Hi Fi, Office Works and select Australian IT Resellers with ABNs. Western Digital reserves the right to reject non-Australian reseller or retailer purchases claims from this Promotion i.e overseas purchases from overseas sellers are excluded; (ii) visit the Website; (iii) follow the instructions to submit a claim during the promotion period (which includes providing their first name, last name, valid email address, mobile phone number, address, suburb, postcode, state/territory, select the Qualifying Product/s purchased, provide their store of purchase and upload a photo/scanned image of the receipt/invoice for the qualifying transaction, confirm they are 18 years or over, agree to the terms and conditions for the Promotion and submit the fully completed claims form). Each claim must comply with these Terms and Conditions. Multiple claims permitted, subject to the following: (i) only one (1) claim is permitted per eligible product purchase; (ii) a maximum of three (3) claims are permitted per person; and (iii) in an instance of more than one eligible product purchase per receipt/invoice, these must each be submitted as individual claims. Each claim must be submitted in accordance with claim requirements.

All claimants will receive an automated email from WD stating their claim has been received. All claims will be reviewed in compliance with these terms and conditions, on a first come first serve basis. The first 1000 valid claims will be awarded the relevant e-gift card via email from the <https://corporateprepaidgiftcards.com.au/> no longer than 28 days from close of promotion. Once all e-gift cards have been claimed, the Promotion website will notify that the Promotion has ended due to all 1000 e-gift cards being claimed.

All claims must be completed in accordance with the instructions above. Incomplete, unreadable, or unintelligible claims will be notified and given 5 business days to resubmit their entry. Duplicate, inaccurate or late claims which otherwise do not comply with these Terms and Conditions will be disqualified. **Proof of Purchase:** The entrant must retain proof of purchase. The proof of purchase required is a copy of the receipt/invoice for the qualifying transaction. If a participant fails to produce the Proof of Purchase for a specific claim or each claim as and when requested by the Sponsor, the Sponsor has the right to invalidate the participant's respective claim for which Proof of Purchase cannot be provided and/or all claims submitted by that entrant and/or forfeit the entrant's right to an e-gift card. Purchase receipt(s)/invoice(s) must clearly specify: (a) the store of purchase as an eligible Australian reseller/retailer; (b) the required product/s or service/s to be purchased for claim; and (c) that the purchase was made during the Promotion Period and prior to claim.

**5. E-GIFT CARDS:** Decisions of the Sponsor and the Promotion Administrator are final and binding to each person who enters the Promotion, and no correspondence will be entertained. The first 1000 claims will be eligible to receive the relevant e-gift card, for valid claims submitted and received by the promoter in accordance with these terms and conditions. The e-gift card awarded will be

a MasterCard Electronic Gift Card from <https://corporateprepaidgiftcards.com.au/>. Value will be based on the Participating Product purchased, valued at either \$20, \$25 or \$30 as outlined in the table below.

<b>Brand</b>	<b>Product Purchased</b>	<b>E-Gift Card Value</b>
WD	WD My Passport 2TB	\$20
WD	WD My Passport 4TB	\$20
WD	WD My Passport 5TB	\$20
WD	WD My Passport for Mac 2TB	\$20
WD	WD My Passport for Mac 4TB	\$20
WD	WD My Passport for Mac 5TB	\$20
WD	WD My Passport Ultra 2TB	\$20
WD	WD My Passport Ultra 4TB	\$20
WD	WD My Passport Ultra 5TB	\$20
WD	WD My Passport Portable SSD	\$25
WD	WD My Cloud Home	\$20
WD	WD My Cloud Home Duo	\$30
WD	WD My Book	\$20
WD	WD_BLACK P10 Game Drive 2TB	\$20
WD	WD_BLACK P10 Game Drive 4TB	\$20
WD	WD_BLACK P10 Game Drive 5TB	\$20
WD	WD_BLACK P10 Game Drive for Xbox 2TB	\$20
WD	WD_BLACK P10 Game Drive for Xbox 4TB	\$20

WD	WD_BLACK P10 Game Drive for Xbox 5TB	\$20
SanDisk	SanDisk Extreme PRO Portable SSD	\$25
SanDisk	SanDisk Extreme Portable SSD	\$20

- a. A maximum of 1000 e-gift cards are available for the duration of the promotion.
- b. Any ancillary costs associated with redeeming the e-gift card are not included. Any unused balance of the e-gift card will not be awarded as cash. Redemption of the e-gift card is subject to any terms and conditions of the issuer including those specified on the e-gift card.
- c. The combined value of all e-gift cards in the Promotion is AUD\$30,000. Apart from the e-gift cards awarded as part of the Promotion, no monetary compensation will be paid for any of your claims.
- d. All e-gift cards awarded are non-transferable and cannot be redeemed for cash or credit (in whole or in part). If any e-gift card is not available due to any reasons or is prohibited by law, Sponsor reserves the right, at its sole discretion, to substitute an e-gift card awarded with an e-gift card of equivalent value, subject to any written directions of a regulatory authority. E-gift cards will be delivered to the e-mail address (as applicable and as provided by Claimant) within 28 days from close of Promotion.
- e. E-gift cards do not include any and all taxes, fees and contributions under applicable laws (including but not limited to income tax) related to the delivery of e-gift cards. By accepting an e-gift cards, each Claimant agrees to be responsible for all national, regional, federal, central, state, local or other applicable taxes and fees (and related reporting obligations), including possible delivery charges, associated with the acceptance and use of the e-gift card. The Claimant is responsible for any and all other costs and expenses not listed above.
- f. If any Claimant chooses not to take their e-gift card (or is unable to), or does not take or claim an e-gift card by the time specified by the Sponsor, they forfeit the e-gift card and the Sponsor is not obliged to substitute the e-gift card.
- g. Each Claimant may be required to show evidence of age, residence identity or any other proof of eligibility, including proof of being the authorised account holder of the account associated with the successful claim, and complete and submit a form (the "Claim Verification Form") within fourteen (14) days from date of Notification, or their e-gift card may be forfeited. Any non-compliance with these Terms and Conditions in returning any Gift Verification Form will result in the disqualification of such potential Claimant and the associated e-gift card may be awarded to an alternate Claimant from among all remaining eligible Claims received. Any failure to deliver the Gift Verification Form may result in such e-gift card being forfeited and awarded to an alternate Claimant from among all remaining eligible claims. By signing and returning a Gift Verification Form and/or accepting an e-gift card, each Claimant (to the extent permitted by law) provides permission to Sponsor to use their claim, inclusive of any name, voice, picture, likeness or persona contained therein, for commercial promotional, advertising and/or publicity purposes in any medium and social websites, known or hereafter invented throughout the world in perpetuity, without further notice or additional compensation.
- h. If there is a dispute as to the identity of a Claimant, the Sponsor reserves the right, in its sole discretion, to determine the identity of the Claimant. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and may render all claims submitted by that individual invalid.
- i. Except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), once an e-gift card has been delivered to a Claimant, all liability for any loss or damage, including any property damage, personal injury, or death to the Claimant or any third party arising from the use of any e-gift card awarded, other than personal injury or death resulting from the Sponsor's and its affiliates' negligence, shall be the sole responsibility of the Claimant and the Claimant shall indemnify and hold harmless Sponsor and its affiliates for any claims therefore. All e-gift cards offered in this Promotion are subject to the terms and conditions, warranty, and return policies of the relevant manufacturer. Sponsor has made no warranty or guarantee in whole or in part, express or implied, in fact or in law, in relation to the use of any e-gift cards including, but not limited to, its quality, merchantability, fitness for a particular purpose or suitability for use, except to the extent Sponsor provides support for those products manufactured by Sponsor, and then only in accordance with the relevant limited warranty.
- j. If a Claimant returns a Participating Product purchased for any reason other than a standard exchange for the same product, the claimant's claim will be rendered invalid, and if the Claimant has already received the e-gift card, the Claimant will be required to return the e-gift card in full, to the Promoter at their own cost. The Promoter also reserves the right to reclaim the e-gift card from any Claimant, or to request payment for the value of the e-gift card where it has been partially or fully redeemed by the Claimant or is no longer in the possession of the Claimant, if a Participating Product is returned (and the claimant receives a partial or full refund of the purchase price of the Participating Product) after the participant's claim has been processed and the e-gift card has been dispatched.

**6. DISPUTE RESOLUTION:** If any dispute arises with Sponsor under or in relation to this Agreement, you or Sponsor must first send to the other party a notice of the dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested (the "Dispute Notice"). The Dispute Notice to Sponsor must be addressed to Sponsor at: ATTN: Legal Department, Western Digital Australia Pty Ltd ABN 73 629 122 676, c/o Baker & McKenzie Level 19, 181 William Street Melbourne, Victoria 3000 Australia (the "Notice Address"). The Dispute Notice to you will be sent by e-mail or certified mail (if available) to the most recent address we have on file or otherwise in our records for you. Following submission and receipt of the Dispute Notice, each of the parties agrees to act in good faith to seek to resolve the dispute before commencing legal proceedings.

If both parties do not reach an agreement to resolve the dispute within sixty (60) days after the Dispute Notice is received, the dispute shall be referred to and finally resolved by arbitration in New South Wales, Australia. The Tribunal shall consist of one arbitrator to be jointly appointed by the Parties and in the event that the Parties fail to agree on the appointment, by the Sponsor's nominee. The language of the arbitration shall be English. Nothing in this clause prevents a party from seeking urgent or similar interim relief from a court of competent jurisdiction and notwithstanding the foregoing, Sponsor may, at its sole discretion, elect to resolve the dispute in the courts of New South Wales, Australia.

**7. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, including your rights and obligations or the rights and obligations of Sponsor, that arise out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of New South Wales, Australia, without giving effect to any choice of law or conflict of law rules.

**8. CONSENT:** By entering the Promotion, participants agree and expressly consent that, except where prohibited by applicable law, the Sponsor may use each entrant's name, likeness, and city/state/country for publicity purposes (including, without limitation, advertising or internet usage, including posting a list of winners) without compensation. These Terms and Conditions shall be written and agreed upon in the English language. Any translation into any other language shall not be an official version thereof, and in the event of any conflict in interpretation between the English version and such translation, the English version shall prevail (to the extent permitted by applicable law).

**9. INTELLECTUAL PROPERTY RIGHTS AND LIMITED LICENSE:** Sponsor retains all ownership rights, title and interest in its intellectual property, including its trademarks, logos, trade dress, brand and copyrights.

**10. LIABILITY:** EXCEPT FOR ANY LIABILITY THAT CANNOT BE EXCLUDED BY LAW (IN WHICH CASE THAT LIABILITY IS LIMITED TO THE MINIMUM ALLOWABLE BY LAW), THE SPONSOR AND THEIR AFFILIATES AND SUBSIDIARIES, AND ALL RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH, SHALL HAVE NO LIABILITY TOWARDS ENTRANTS AND SHALL BE HELD HARMLESS BY ENTRANTS FOR ANY DAMAGE, LOSS, OR LIABILITY, CAUSES OF ACTION, CLAIMS, SUITS, DEMANDS AND RIGHTS OF WHATEVER KIND AND NATURE WHETHER IN LAW OR IN EQUITY INCURRED BY ENTRANTS, ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION. ENTRANT AGREES THAT UNDER NO CIRCUMSTANCES WILL ENTRANT AN BE PERMITTED TO OBTAIN AWARDS FOR AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER SPECIAL DAMAGES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. THIS CLAUSE IS APPLICABLE TO THE EXTENT PERMITTED BY LAW. The Sponsor is not responsible for computer system, phone line, technical, hardware, software or other failures of any kind, lost, interrupted or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, typographical or other errors in printing, advertising or other promotional materials, whether caused by the Sponsor, users, or by any of the equipment or programming associated with or utilised in the Promotion or by any technical or human error which may occur in the processing of claims which may damage a user's system or limit an entrant's ability to participate in the Promotion.

**11. SUSPENSION / MODIFICATION / TERMINATION:** The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend part or all of this Promotion should an unauthorised human intervention or any other cause beyond the control of the Sponsor corrupt or impair the administration, security, fairness, or proper play of the Promotion (subject to any directions of a regulatory authority). The Sponsor reserves the right, in its sole discretion, to disqualify any entrant that the Sponsor reasonably believes to have tampered with the claims process or with the operation of the Promotion (or who is otherwise found to be acting in violation of these Terms and Conditions). In the event that there is a dispute concerning the conduct of the Promotion or claiming an e-gift card, the Sponsor will resolve the dispute in direct consultation with the entrant. If the dispute cannot be resolved the Sponsor's decision will be final. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of these rights.

**12. USE OF DATA:** The Sponsor will be collecting personal data about entrants online in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.westerndigital.com/legal/privacy-statement>. By participating in this Promotion, entrants hereby agree: (i) that they have read and accepted the Sponsor's privacy policy; (ii) to the Sponsor's collection and usage of their personal information for administering the Promotion, including for the purposes of registering the participants in the Promotion and informing them in the event that they successfully claim any e-gift card; and (iii) to allow the Sponsor to periodically send notification of Sponsor's products, services, special offers and promotions via email. If at any time you decide that you do not wish to be contacted further about special promotions via email, you may follow the instructions in the email to withdraw your consent for such purposes. If you are located outside the United States, please note that your personal information may be transferred, stored and processed within the United States. The data protection laws in the United States may not be as comprehensive as those in your country. By entering this Promotion, you are consenting to the transfer of your personal information to facilities located in the United States and other facility locations selected by the Sponsor.

**13. SEVERABILITY:** If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect: (i) the validity or enforceability in that jurisdiction of any other provision of these Terms and Conditions; or (ii) the validity or enforceability in other jurisdictions of that or any other provision of these Terms and Conditions.

**14. AMENDMENTS:** The Sponsor reserves the right to modify, cancel or terminate these Terms and Conditions or suspend the Promotion in whole or in part, subject to any written directions of a regulatory authority, without prior notice being given.

Permit No's: NSW Authority No. TP/01027

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### **ABBREVIATED TERMS AND CONDITIONS**

FULL T&Cs at <https://shop.westerndigital.com/en-au/promotions/back-up-for-tax-time> Promotion commences 12:01 am AEDT on 26 May 2021 and shall continue in effect until 11:59 pm AEDT on 31 July 2021 ("Promotion Period"). Entry open to Australian residents aged 18 or over. To be eligible to claim, during the Promotion Period, purchase any of the following Western Digital eligible products: WD My Passport 2TB, 4TB or 5TB; WD My Passport for Mac 2TB, 4TB or 5TB; WD My Passport Ultra 2TB, 4TB or 5TB; WD My Passport SSD, WD My Cloud Home, WD My Cloud Home Duo, WD My Book, WD\_BLACK P10 Game Drive 2TB, 4TB or 5TB; SanDisk Extreme PRO Portable SSD, SanDisk Extreme Portable SSD ("Qualifying Product") from a Western Digital approved Australian reseller/ retailer and visit <https://shop.westerndigital.com/en-au/promotions/back-up-for-tax-time> and follow the instructions for the Promotion to submit a claim, includes uploading scanned copy/photo of receipt for qualifying transaction. Keep copy of receipt(s)/invoice(s). Max 1 redemption form per claim. 1 claim per Qualifying Product purchase. Maximum three claims per participant. 1000 Electronic Gift Cards valued at \$20, \$25 or \$30 AU depending on product purchased. All claimants will receive an automated email from WD stating their claim has been received. All claims will be reviewed in compliance with these terms and conditions, on a first come first serve basis. The first 1000 valid claims will be awarded the relevant e-gift card via email from the <https://corporateprepaidgiftcards.com.au/>. E-gift card not redeemable for cash. OTHER CONDITIONS APPLY, details in FULL T&Cs. Sponsor is Western Digital Australia Pty Ltd ABN 73 629 122 676, c/o Baker & McKenzie Level 19, 181 William Street Melbourne, Victoria 3000 Australia. Permit No's: NSW Authority No. TP/01027