

- Yes, I have read and accept the Terms and Conditions

By clicking the "Submit" button, you acknowledge and agree to the Terms and Conditions ([hyperlink](#)) of SanDisk & Western Digital WhatsApp Partner Program, Western Digital Privacy Statement ([hyperlink](#)) & Terms of Use ([hyperlink](#)) and agree to receive communication from SanDisk & Western Digital WhatsApp Partner Program & Western Digital that includes newsletters, product updates, contests and promotions via WhatsApp, email, SMS & messenger. Message and data rates may apply. You can withdraw your consent at any time by sending an e-mail to: whatsapp.apac@wdc.com.

SanDisk & Western Digital WhatsApp Program Terms & Conditions

Western Digital Technologies, Inc. ("WD," "we," "us") offers its reseller and system integrator customers who buy a select line-up of SanDisk & WD products the opportunity to participate in the SanDisk and Western Digital WhatsApp Partner Program (the "Program") and earn rewards and incentives through periodic promotions (collectively, "Rewards"), receive information such as product information, training, current promotions, access to marketing tools, and more while maintaining established purchasing and fulfillment relationships with our distributors ("Vendors"). These Program terms and conditions ("Terms & Conditions") govern the Program and WD's relationship with members of the Program (each a "Member" and, collectively, the "Members") and users of the Site (as defined below). Membership in the Program (and/or use of the Site) is subject to these Terms & Conditions, and unless specifically indicated otherwise, these Terms & Conditions apply to all Members. By becoming a Member of the Program, you, the Member and/or user accept and agree to comply with these Terms & Conditions. If you (as defined below), the Member and/or user do not agree to these Terms & Conditions, you, the Member and/or user may not participate in the program. These Terms & Conditions and the Program Details (as defined in Section I.1 below) contain the entire agreement with respect to the subject matter hereof and supersede all representations made, whether oral or written, and previous promotional rewards or loyalty program terms and conditions, rules, regulations, policies, and procedures that may have previously been in effect with respect to the subject matter herein.

While submitting your details to us to be a part of this Program, you, the representative of such business, organization, and/or institution ("you") will be presented with these Terms & Conditions upon your first login. By clicking the box next to "Yes, I have read and accept the Terms and Conditions," you agree, warrant and represent that:

- a. You have read, understood and accepted these Terms & Conditions on behalf of the business, organization, and/or institution you are enrolling and confirm that your completion of the electronic acceptance process for these Terms & Conditions is equivalent to your handwritten signature to accept these Terms & Conditions;

- b. You are an authorized representative of the business, organization, and/or institution that you are enrolling, and have the right and authority to bind, and hereby do enroll and bind, the business, organization, and/or institution to these Terms & Conditions, any other rules, regulations, policies, procedures referenced herein, and any additional terms and conditions necessary for access to and use of any password-controlled content related to the Program;
- c. The business, organization, and/or institution that you are enrolling: (i) is eligible for the program, and (ii) will only activate one Member account;
- d. Participation in the Program is consistent with the internal policies of the business, organization, and/or institution that you are enrolling;
- e. Information provided by you in the enrollment process is accurate and complete;
- f. The business, organization, and/or institution that you are enrolling owns all right, title, and interest in and to its trademarks that are licensed herein; and
- g. You and the business, organization, and/or institution that you are enrolling are responsible for following and will comply with the most recent version of WD's Trademark and Logo Usage Guidelines and any and all applicable laws.

If you require clarification or further information with regard to any of these Terms & Conditions, you may contact WD via the Contact Us link at whatsapp.apac@wdc.com.

I. The Program Eligibility and Membership

1. Program membership and its benefits are offered at the sole discretion of WD, and participation in the Program is subject to these Terms & Conditions, and any other rules, regulations, policies, or procedures that WD may, in its sole discretion, adopt from time to time (collectively, the "Program Details"). WD has the sole discretion to interpret and apply these Terms & Conditions and any Program Details, and all related questions or disputes regarding same will be resolved by WD in its sole discretion. The Program will not be available to Members that have not complied with all of these Terms & Conditions, as determined by WD in its sole discretion. WD may require proof of compliance and/or may audit and inspect, or have an independent third party auditor inspect and audit, a Member's records from time to time to confirm the Member's compliance with these Terms & Conditions
2. WD may amend the Program Details at any time without notice. These Terms & Conditions may only be modified, superseded, or changed in writing by WD.
3. Program eligibility and membership shall be determined at the sole discretion of WD. WD reserves the right, in its sole discretion, to determine a Member's membership status, including accepting a Member into the Program, terminating a Member from the Program, and determining whether a Member is entitled to receive rewards (or whether such Member is entitled to use the Program for informational and instructional purposes only).

4. The Program is generally available to businesses, organizations, and/or institutions that meet the qualifying criteria for membership ("Customers"). Membership is limited to one (1) per business, organization, and/or institution. Individuals (and certain online resellers that have a direct promotional relationship with WD) are excluded from Program membership.
5. Decisions made by WD regarding eligibility, membership, and termination of the Program membership are final and are not subject to dispute.
6. Certain Customers may not be eligible to participate in the Program due to (i) other arrangements or agreements in place for the benefit of those Customers; (ii) restrictions imposed by applicable local, state, federal, or foreign laws, rules, regulations, ordinances, codes, orders, or decrees (e.g., restrictions prohibiting governmental agencies from participating in programs offering rewards or benefits); or (iii) the failure to satisfy the qualifying criteria imposed by WD in its sole discretion.
7. WD reserves the right, in its sole discretion, to create and execute ad hoc incentive or benefit programs that may deviate from, be in addition to, or be a permanent or temporary replacement for the Program or certain parts. Eligibility and any additional terms and conditions for such ad hoc incentive or benefit programs shall be determined at the sole discretion of WD.

Rewards provided by this Program are intended to inure solely for the benefit of the Customer enrolled in the Program. Individuals enrolling in the Program on behalf of Customer must ensure that all appropriate Customer owners and/or representatives are notified of Customer's participation in, and receipt of any benefits from, the Program. Program participation is prohibited in any circumstance where such participation has not been authorized by and disclosed to an authorized Customer owner and/or representative. You warrant and represent that participation in the Program would not impair your duty of loyalty to Customer or otherwise create conflicts of interest between you and Customer. You must immediately notify WD and Customer in writing in the event participation in the Program creates a conflict of interest or impairs your duty of loyalty to Customer.

II. Modification, Cancellation and Termination

1. The Program shall continue until such time as WD, in its sole discretion, elects to designate a Program termination date. WD has the right to terminate the Program at any time, for any reason, by providing notice on the Site. WD may terminate the Program without such notice, in whole or in part, in any jurisdiction(s), unless otherwise required to provide notice by applicable law.
2. WD reserves the right to discontinue, revoke, terminate, cancel, or suspend any membership, Reward, or take other action at its sole and unfettered discretion, in cases of: (1) Member violation of these Program Details; (2) Member fraud or abuse involving the Program, Reward redemption, or the Evaluation Program; (3) misrepresentation of any information or any misuse of this Program; (4) violation of any national, state, or local law or regulation in connection with the use of membership privileges; (5) failure to pay any bills

due to WD; (6) payment of a check to WD that is returned for insufficient funds or is invalid for any reason; (7) maintenance of more than one active account per Member; (8) physical, verbal, or written abuse of WD personnel; (9) action, in any other way, to the detriment of the Program or WD, including without limitation any infringement or violation of WD's intellectual property rights; or (10) WD's termination of the Program; all as may be determined by WD in its sole discretion. In addition to discontinuance of Program membership, WD shall have the right to take appropriate administrative and/or legal action, including, without limitation, criminal prosecution, as it deems necessary in its sole discretion. Subject to applicable law, membership will terminate automatically upon a Member's filing for bankruptcy or otherwise becoming subject to a bankruptcy proceeding.

- 3.If WD revokes a Member's account for any reason, the Member may not reapply for membership and any account opened in the Member's name and/or for the Member's benefit shall be closed or removed from the Program upon discovery.
- 4.If a Member cancels its membership, or if the Member's account is closed due to inactivity, the Member may reapply for membership at a later date

III.Limitation of Liability

- 1.YOU, THE MEMBER AND USER EACH AGREE THAT WD AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (INDIVIDUALLY, THE "RELEASED PARTY," AND COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR ANY FINANCIAL LOSS (INCLUDING, BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS, EXPENSES OR BUSINESS INTERRUPTION) WHATSOEVER, WITH RESPECT TO ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PROGRAM, THE SITE OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED IN OR ACCESSIBLE FROM THIS SITE OR ALLEGED TO HAVE RESULTED FROM AN ACT OR OMISSION OF ANY OF THE RELEASED PARTIES UNDER ANY THEORY OF LIABILITY, WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, EVEN IF THE RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE RELEASED PARTIES' LIABILITY EXCEED THE AMOUNT PAID BY YOU, THE MEMBER OR USER, AS APPLICABLE, FOR THE PROGRAM. FURTHERMORE, YOU, THE MEMBER AND USER EACH AGREE TO HOLD THE RELEASED PARTIES HARMLESS FOR ANY LIABILITY FOR ANY INJURIES, LOSSES, OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE PROGRAM, ANY REWARD, THE SITE OR ANY ACTION BY YOU, THE MEMBER OR USER, AS APPLICABLE, WHICH VIOLATES THESE TERMS & CONDITIONS, ANY LAW OR REGULATION. YOU, THE MEMBER AND USER EACH AGREE TO DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL ACTIONS, CAUSES OF ACTION, SUITS, CLAIMS, LIABILITIES AND JUDGMENTS (EACH A "CLAIM") AND INDEMNIFY THE RELEASED PARTIES FOR ALL COSTS, EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES) AND DAMAGES THEY INCUR INSOFAR AS SUCH CLAIM IS BROUGHT BY A THIRD PARTY AND ARISES OUT OF OR IS

RELATED TO ANY ALLEGATION THAT YOU, THE MEMBER AND/OR USER HAS VIOLATED ANY TERMS WITHIN THESE TERMS & CONDITIONS, ANY LAW OR ANY REGULATION.

2. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR (A) LOSS OR MISDIRECTION OF, OR DELAY IN RECEIVING, ANY MEMBERSHIP CORRESPONDENCE OR REWARD; (B) THEFT OR UNAUTHORIZED REDEMPTION OF REWARDS OR USE OF REWARDS CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF THE RELEASED PARTIES; (C) ANY ACTS OR OMISSIONS OF THIRD PARTIES; OR (D) ANY ERRORS PUBLISHED IN RELATION TO THE REWARDS OR THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, ERRORS OF DESCRIPTION, AND ERRORS REGARDING ELIGIBLE PURCHASES OR ELIGIBLE REWARDS. WD RESERVES THE RIGHT TO CORRECT ANY ERRORS WITHOUT NOTICE.
3. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU, ANY MEMBER OR USER FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND ANY OF THE RELEASED PARTIES' CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY.
4. THE SOLE REMEDY AVAILABLE TO THE MEMBER WITH RESPECT TO ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE PROGRAM, THE SITE OR THE MATERIALS, INFORMATION, OR SERVICES CONTAINED IN OR ACCESSIBLE FROM THIS SITE OR ALLEGED TO HAVE RESULTED FROM AN ACT OR OMISSION OF ANY OF THE RELEASED PARTIES (REGARDLESS OF WHETHER THE MEMBER'S CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE LESSER OF \$50 USD OR THE VALUE OF THE REWARD OR OTHER INCENTIVE AT ISSUE.
5. SOME JURISDICTIONS MAY NOT ALLOW SUCH EXCLUSIONS OR LIMITATIONS OF LIABILITY FOR DAMAGES AS PROVIDED IN THESE TERMS & CONDITIONS. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULL EXTENT PERMITTED BY LAW.
6. THIS SECTION WILL SURVIVE TERMINATION OF A MEMBER'S PARTICIPATION IN THE PROGRAM.
7. THE MEMBER IS RESPONSIBLE FOR ALL APPLICABLE TAXES (FEDERAL, STATE, LOCAL, AND/OR FOREIGN) LEVIED UPON THE REWARDS REDEEMED BY THE MEMBER UNDER THE PROGRAM.

IV. Use of Site

1. General

1. Members may be provided with the ability to use usernames, passwords, or other codes or devices to gain access to restricted portions ("Access Codes") of the Site. The content contained in such restricted areas is confidential to WD, and is provided to the Member for its personal use only. Member agrees to (i) protect WD's information identified as confidential or that reasonably should be considered confidential ("Confidential Information"); (ii) use Confidential Information only to fulfil its obligations under these Terms & Conditions; and (iii) promptly return Confidential Information to WD upon written

request by WD or termination of these Terms & Conditions, whichever occurs first. Member's confidentiality obligations for Confidential Information shall survive five (5) years from the date of Member's termination from the Program. WD reserves the right to prohibit the use of such Access Codes by the Member or on its behalf by third parties, where WD determines that such use interferes with the Site's operation or results in commercial benefits for other entities to WD's detriment.

2. WD authorizes Members to view and download materials ("Materials") only for such Members' or users' (as applicable) personal and commercial use; provided, however, that Members and users (as applicable) refrain from removing any copyright and other proprietary notices contained in the original Materials or in any copies of the Materials. The copyright in the Materials is held by WD, its subsidiaries or affiliates, or third parties. Members and users of the Site may not modify the Materials available on the Site in any way or in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of WD or other copyright owner.

3. Links to third party websites from the platform are provided solely as a convenience to Members and users of the Site. If a Member or user of the Site uses these links, such Member or user (as applicable) will leave the platform. WD has not reviewed all of these sites or their content. WD does not endorse or make any representations about them, or any information, software, or other products or materials found there, or any results that may be obtained from using them. If a Member or user of the platform decides to access any of the third party websites linked to or from the platform, such Member or user (as applicable) does so entirely at their own risk.

2. Disclaimer

1. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THESE TERMS & CONDITIONS, THE PROGRAM, REWARDS, SITE, AND MATERIALS, INFORMATION AND SERVICES AT THIS SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS OTHERWISE STATED HEREIN, WD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, THE MEMBER AND/OR USER. YOU, THE MEMBER AND USER ARE RESPONSIBLE FOR CHECKING LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

2. WD does not warrant or make any representation regarding the quality, validity, accuracy, or completeness of the Program, the Program Details, the Materials or any services, or that your, a Member's and/or a user's use of the Site will be uninterrupted or error-free, or that the Site is free from any viruses or other harmful mechanisms.

3. WD may make changes to this Program, the Site, the Materials or any services related thereto, or to the products, specifications, or information described in them, at any time without notice. This Site and/or the Materials may refer to products, programs, or services that are not available in a particular country or region. Members should consult with their local WD authorized distributor and/or Vendor for information concerning the products, programs, and services that may be available to such Members.

V. Additional Terms

1. General

1. WD's failure to enforce any right or provision of these Terms & Conditions does not constitute a waiver of that right or provision. WD may revise the Terms & Conditions at any time by posting the revised Terms & Conditions (as applicable) on this Site. A Member's continued use of the Site and/or the Program after the posting of any changes to these Terms & Conditions constitutes such Member's acceptance of those changes.

2. All questions or disputes regarding these Terms & Conditions will be resolved by WD in its sole discretion.

3. WD reserves the right to verify that Members have at all times complied with eligibility conditions and the right at all times to monitor Members' participation in the Program to ensure compliance with these Terms & Conditions. WD also reserves the right to review, retain, and/or disclose any information that it collects from Members through the Program as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Calls to and from WD's Customer Service Teams may be monitored and/or recorded for training and security purposes.

4. If WD, its affiliates, or agents determine, in their sole discretion, that they suspect the presence of electronic forgery in the Program or if in fact this has been the case, or if technical difficulties compromise the Program's integrity, WD may cancel or modify the Program and/or cancel memberships under suspicion without prior notice. Any attempt by a Member or any other individual to deliberately harm the platform or sabotage the Program's legitimate operation is a violation of penal and civil laws and WD reserves the right to seek redress against the responsible party or parties to the maximum extent allowed by law.

5. WD will not be held responsible for Members entering incomplete or wrong information, or for the technical malfunction of the Internet, phone networks or the software (or the combination of either), or for data lost, delayed, or spoiled. WD is not responsible for typographical or printing errors in any materials related to the Program. WD will not accept responsibility for damaged, lost, or misdirected email, mail, or faxes. Proof of emailing/posting/faxing is not proof of receipt.

6. Member will for all purposes remain as an independent contractor and no partnership, agency, distribution, joint venture or employee/employer relationship between Member and WD is intended or shall be implied by the Program or the Terms & Conditions. Member

will for no purpose act as or represent itself to be an employee or agent of WD or authorized to act for or on WD's behalf. Member shall not have any right, power, or authority to act or create any obligation, express or implied, on behalf of WD. Without limiting the foregoing, Member acknowledges that use of the term "partner" in the Program materials does not constitute or imply a legal partnership or fiduciary relationship between the parties. Member will defend and hold WD harmless from all claims arising out of Member's conduct.

7. Member shall use reasonable efforts in the performance of its duties under the Terms & Conditions to safeguard the property rights and proprietary interests of WD, including, but not limited to, any intellectual property rights of WD. Member shall not obscure or alter in any fashion the serial number on any WD product or its packaging. Additionally, Member agrees only to sell legitimate WD products and will not sell or encourage others to sell counterfeit WD products. Breach of the obligations in this paragraph shall entitle WD to terminate the Terms & Conditions and/or demand surrender of anything which is obtained by way of such infringement and/or to claim indemnification of such loss as has been suffered by WD.
8. The English language version of these Terms & Conditions shall prevail over any translations of them. These Terms & Conditions are not assignable in whole or in part by Member, by operation of law, change of control or otherwise. Any attempt by Member to assign these Terms & Conditions will be null and void and may result in Member being terminated from the Program, at WD's sole discretion. WD may assign all, or part of its right, title and interest under these Terms & Conditions to any of its subsidiaries or to a third party in its sole discretion.
9. Member acknowledges that WD products, software, and technology are subject to export and import controls under the laws and regulations of the United States, the European Union and other countries, and Member will comply strictly with all such export control and import laws and regulations. Without limiting the generality of this Section VI.9., Member certifies that it will conduct appropriate screening and it will not: (i) export, re-export, transfer or divert any WD Products, software or technology to any person, entity (e.g. Specially Designated Nationals, Denied Persons) or destination that is restricted or embargoed under any such export control laws and regulations; or (ii) export, re-export, transfer, or divert any WD products, software or technology for activities, directly or indirectly, related to the proliferation of nuclear, chemical or biological weapons or missiles, or in any other military application, except as authorized under all applicable export control laws and regulations. Member further agrees that WD products, software, and technology may include encryption functionality and are therefore subject to additional export and import restrictions and that Member is responsible for complying with any and all restrictions and regulatory requirements.
10. Member and its subsidiaries, directors, officers, employees, and other persons acting on its behalf shall at all times comply with the U.S. Foreign Corrupt Practices Act, as amended, the U.K. Bribery Act, and all applicable anti-corruption laws in the jurisdictions in which they operate (collectively, the "Anti-Corruption Laws"), and: (A) in connection with these Terms

& Conditions or any transaction involving WD, Member and its subsidiaries, directors, officers, employees, and other persons acting on its behalf shall not take any action, directly or indirectly, that may result in a violation of the Anti-Corruption Laws by Member or WD, including, without limitation, making, offering, authorizing, or promising any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or giving of any other thing of value, regardless of form or amount, to any (i) foreign or domestic government official or employee, (ii) employee of a foreign or domestic government-owned or government-controlled entity, (iii) foreign or domestic political party, political official, or candidate for political office, or (iv) any officer or employee of a public international organization, to receive favourable treatment in obtaining or retaining business, to pay for favourable treatment already secured, or to obtain a competitive advantage for any party; (B) in connection with any aspect of these Terms & Conditions or any transaction involving WD, Member and its subsidiaries, directors, officers, employees, and other persons acting on its behalf shall not make, offer, authorize, or promise any payment, contribution, gift, business courtesy, bribe, rebate, kickback, or giving of any other thing of value, regardless of form or amount, to anyone to obtain or retain business or a business advantage; (C) if Member learns or has reason to know that conduct in violation of this Section VI.9. has or may have occurred, then it shall immediately notify WD of such conduct; (D) at WD's request, Member shall certify in writing that conduct in violation of this Section VI.9. has not occurred; (E) Member agrees to maintain accurate accounting of all expenses incurred in connection with WD business; (F) Member represents that in the ten (10) years preceding the acceptance of these Terms & Conditions, neither Member nor any of its subsidiaries has received notice from, made a voluntary disclosure to, or been assessed any fine or penalty by, the U.S. Department of Justice, the U.S. Securities and Exchange Commission, the U.K. Serious Fraud Office, or any other governmental entity regarding alleged, possible, or actual violations of the Anti-Corruption Laws; and (G) WD or a third party of its choosing has the right to access, review, and audit the books, records, and accounts of the Member and any of its affiliates and subsidiaries, to the extent that they are relevant to these Terms & Conditions or any other transaction involving WD in order to monitor and ensure Member's compliance with this Section VI.10. Such access, audit and review shall be reasonable as to scope, place, date, and time.

2. Communications

1. By enrolling in the Program, Members authorize WD to communicate with them via various communication channels (including, without limitation, WhatsApp, SMS, e-mail, post mail, telephone communication, and any other means of communication utilized by the Program).
2. Members agree to allow WD, its affiliates, program administrator, and any rewards providers to store and use Members' contact information, including names, phone numbers, e-mail addresses, and other information provided to WD through the Program (collectively, "Member Information"), anywhere they do business, in accordance with WD's [Privacy Statement](https://www.westerndigital.com/legal/privacy-statement) which is available at <https://www.westerndigital.com/legal/privacy-statement>

3. Members consent to such Member Information being used for the purpose of furthering Members' commercial relationship with WD and with the Program only, and may be provided to contractors acting on WD's behalf, WD distributors and Vendors who promote, market, and support certain WD products and services, and assignees of WD and its subsidiaries for uses consistent with that purpose. Members may at any time and with future effect withdraw their consent to (or opt-out from) receiving marketing telephone calls and/or electronic communications from WD by informing WD at whatsapp.apac@wdc.com

3. Governing Law

1. The Program, the Site, and these Terms & Conditions are governed by the laws of the State of California, U.S.A., without regard to conflict of legal provisions. Any legal proceeding whether on the basis of contract, tort, or on any other basis arising out of the use of, or in connection with, the Program, the Program Details, the Materials, the Site, or these Terms & Conditions must be brought exclusively in a court of competent jurisdiction in Orange County, California, U.S.A.

2. Membership, membership benefits, and awards are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in the U.S.A. or any Member's country of residence. If, for any reason, a court of competent jurisdiction finds any provision of these Terms & Conditions to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of these Terms & Conditions, and the remainder of these Terms & Conditions will continue in full force and effect. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Program, shall be resolved individually, without resort to any form of class action.

3. The redemption of Rewards and participation in the Program are void where prohibited by law (including, for the avoidance of doubt, domestic and/or international anti-bribery laws).

4. USER GENERATED CONTENT:

- a. By submitting user generated content in the Program ("User Generated Content") (e.g., in response to a WhatsApp promotion), you represent and warrant that the User Generated Content:
 - i. is your own original work and created solely by you;
 - ii. is subject to these Terms and Conditions and you have obtained permission from each person (if any) who appears in the User Generated Content to provide the rights granted to WD herein;
 - iii. does not infringe upon any copyright, trademark or any other intellectual property right, invade any right of privacy or publicity;
 - iv. does not include offensive or illegal content, including without limitation, any User Generated Content that is libellous, slanderous or defamatory, or propagate "hate" messages of any entity or person, or which contains sexually explicit, suggestive, profane, offensive, obscene or pornographic material, or is unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group;

- v. does not promote irresponsible or excessive consumption of alcohol, illegal drugs, tobacco, firearms/weapons, or any particular political agenda or message;
 - vi. does not contain any personal identification, such as license plate numbers, personal names (other than just first name), email or street addresses;
 - vii. does not communicate messages inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and
 - viii. does not violate any other right of any person or entity, and is not otherwise contrary to any law.
- b. You agree that if any of the foregoing representations are untrue, in whole or in part, you may be required to indemnify and hold WD, including its affiliates and subsidiaries, harmless from and against any costs, liabilities, losses, damages, and expenses (including, without limitation, attorneys' fees) arising out of or in connection with any claim or allegation that, if true, would be a breach of the representations above.
- c. By submitting User Generated Content, you hereby unconditionally grant to WD, including its affiliates and subsidiaries, a worldwide, perpetual, royalty-free, irrevocable, non-exclusive, assignable, transferable, unqualified, unrestricted license to edit, use, reuse, modify, reproduce, display, distribute, copy, publish and otherwise exploit (in any manner whatsoever) such User Generated Content without further permission, notification, consideration, or payment to the entrant, except where prohibited by law. The foregoing license grant is not contingent upon anything. In addition, you forever waive in favour of WD all rights of "Droit Moral" or "Moral Rights of Authors" or any similar rights or principles of law that may preclude the use of the User Generated Content (or any part thereof) as granted herein, or require your permission to use the User Generated Content (or any part thereof) for the purposes stated herein. User Generated Content submitted to WD are the property of WD and will not be acknowledged or returned.
- d. If, in the sole discretion of WD, the User Generated Content violates any law or infringes upon the rights of any third party, is inaccurate, incomplete or irregular in any way, or otherwise does not comply with these Terms and Conditions or is deemed inappropriate, WD may disqualify the submission from any promotion. WD's decisions will be final in all matters relating to the promotion and winner eligibility.

5. Intellectual Property

1. Member acknowledges that the WD brand and trademarks represent the prestige and goodwill that WD has earned for itself and are well recognized in the minds of the public, and that it is of great importance to each party that, in the sale of WD products, the high standards, reputation and image established by WD be maintained at all times. Accordingly, Member agrees that it shall comply with and be subject to WD's Trademark and Logo Usage Guidelines ("Guidelines"), located at <https://www.westerndigital.com/legal/trademarks>, which are incorporated herein by reference. Subject to the terms and conditions of these Terms & Conditions and the Guidelines, WD grants to Member, a non-exclusive, non-transferable, limited, fully-revocable, royalty-free license to use WD's copyrighted material, trademarks, logos, slogans and trade dress available via the Program for the sole purpose of selling WD products during the term of Member's membership in the Program ("Member License"). Other brand and product names are the property of their respective companies and you, the Member and/or user are required to respect the intellectual property rights of those companies by complying with any restrictions and/or guidelines on use of such brand and product names.

2. WD shall retain all ownership rights, title and interest in WD's copyrighted material, patents, trade secrets, trademarks, logos, slogans, trade dress and brand. Any suggested modifications or improvements to WD products or advertising material submitted to WD by Member shall become WD's exclusive property to exploit or to not exploit as WD solely deems appropriate without necessity for remuneration or attribution to Member. WD shall have the sole and exclusive right to defend or enforce its trademarks, copyrights, patents, trade secrets and other proprietary information and rights. Upon request of WD, Member shall provide WD with all reasonable assistance and cooperation in relation to such actions taken by WD. Member shall have no right to undertake the defence or enforcement of or bring any action with respect to any of the above matters and issues without WD's prior written approval, which may be granted or withheld in WD's sole and absolute discretion. Member acknowledges and agrees that it shall not take any action that might jeopardize the status of any patents, trade secrets, trademarks, copyrights, service marks or tradenames of WD. Upon discontinuance, revocation, termination or cancellation of Member's membership in the Program, the Member License is hereby immediately terminated and Member shall immediately cease any and all use of any trademark, service mark, tradename or copyright for which consent to use had been granted by WD.

3. WD may use each members name, likeness, and city/state/country for publicity purposes (including, without limitation, advertising or internet usage, including posting a list of winners) without compensation.

4. Subject to the terms of these Terms & Conditions, Member hereby grants to WD, and WD hereby accepts, a worldwide, non-exclusive, non-transferable, sub-licensable, royalty-free right and license to use, reproduce and display Member's trademark(s) and copyrights during the term of the Program on any website or promotional, advertising, flyers, documentation, photos, movies, videos, film, collateral or other material used by WD in connection with the marketing, sale, promotion and distribution of WD products (e.g. select Member listing (based on tier level and/or purchases) in Where to Buy section of WD website). WD's use of Member's trademarks and copyrights, as authorized pursuant to these Terms & Conditions: (a) shall not create any ownership right in WD to the Member's trademarks or copyrights and (b) shall inure to the benefit of Member.

THESE TERMS & CONDITIONS SUPERSEDE ANY PRIOR TERMS & CONDITIONS.