

# [SanDisk Kreasi Merdeka Demand Gen]

## TERMS AND CONDITIONS

**1. SPONSOR/PROMOTION ADMINISTRATOR:** For this [SanDisk Kreasi Merdeka Demand Gen] Promotion ("Promotion"), Western Digital (S.E. Asia) Pte. Ltd., 9, #04-22 Tampines Grande, Singapore 528735 is the "Sponsor", and PT Rajexindo Nusantara, Jl. Kyai H. Zainul Arifin No.8, RT.8/RW.1, Petojo Utara, Kecamatan Gambir, Jakarta Pusat 10130, Indonesia is the "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 an entry for the Promotion ("Entry" or "User Generated Content") on the Promotion website located ("Website") participant ("participant", "entrant", "you") must be a legal resident of [INDONESIA] over the age of 18, have reached the age of majority in the jurisdiction in which they reside as of the date of Entry, and have an active Facebook account. Promotion entrants must be the authorized account holder of the Facebook account used to submit an Entry. 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 Entry submitted shall be void where prohibited or restricted in accordance with these Terms and Conditions. By entering this Promotion and submitting an Entry, 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 a prize ("Prize"). No purchase of any Sponsor's product is necessary to enter this Promotion or win a Prize. A purchase will not increase your chances of winning a Prize. Eligible participants must comply with all entrance requirements published by the Sponsor in connection with this Promotion. All entrants 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. If you post updates to or receive updates from Facebook via SMS from your mobile phone, your mobile-service provider may charge for each text message sent and received. 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 00:00am WIB on August 17, 2022 and shall continue in effect until 11:59pm WIB on October 17, 2022 ("Promotion Period"). Any Entry received after the expiry of the Promotion Period will be deemed invalid. Sponsor has no responsibility to accept late, lost, delayed, or misdirected Entries. Sponsor's computer is the official time keeping device for this Promotion.

**4. PROMOTION PROCEDURES:** To enter the Promotion, a participant must (i) Buy Eligible SanDisk Product during the promo period.

**List of eligible SanDisk product at:** [website Link](#)

(ii) visit the Microsite; and (iii) follow the instructions to submit an Entry (which may include submission of your name, email address, contactable phone number, copy of purchase proof and copy of your ID) submit the entry of your SanDisk purchase. Each Entry must comply with these Terms and Conditions. Each participant may only submit one (1) Entry and shall only be eligible to win one (1) Prize in this Promotion. Participants submitting more than one (1) Entry may be disqualified, at Sponsor's sole discretion, from the Promotion. Incomplete, unreadable, inaccurate, unintelligible, duplicate or late Entries which otherwise do not comply with these Terms and Conditions will also be disqualified.

## **5. USER GENERATED CONTENT:**

- a. By submitting User Generated Content, each entrant represents and warrants that the User Generated Content:
  - i. is the entrant's own original work and created solely by entrant;
  - ii. is subject to these Terms and Conditions and entrant has obtained permission from each person (if any) who appears in the User Generated Content to provide the rights granted to Sponsor herein;
  - iii. does not infringe upon any copyright, trademark or any other intellectual property right or invade any right of privacy or publicity of any person or entity;
  - 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 information, such as license plate numbers, personal names (other than just first name), email or street addresses (save and except for those required to be submitted under Section 4 above);
  - 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. Each participant agrees that if any of the foregoing representations are untrue, in whole or in part, such participant may be required to indemnify and hold the Sponsor, 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, each entrant hereby unconditionally grants to the Sponsor, 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, including but not limited to the Sponsor's commercial material, website or social media platforms, such User Generated Content in relation to this Promotion, without further permission, notification, consideration, or payment to the entrant, except where prohibited by law. In addition, each entrant forever waives in favour of Sponsor all moral rights or any similar rights that the entrant may have in the User Generated Content that may preclude the use of the Entry (or any part thereof) as granted herein, or require entrant's permission to use the Entry (or any part thereof) for the purposes stated herein.
- d. If, in the sole discretion of Sponsor, the Entry 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, the Sponsor

may disqualify the Entry. Sponsor's decisions will be final in all matters relating to the Promotion and winner eligibility.

**6. WINNER SELECTION:** 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. On or about [October 22, 2022] the Sponsor, or the Promotion Administrator on Sponsor's behalf, will review and judge the eligible Entries received during the Promotion Period and select forty six [46] winners from amongst the participants who have submitted an eligible entry (each individually, a "Winner" and collectively, "Winners"). All eligible Entries submitted will be individually judged by the Sponsor and Promotion Administrator, at their sole discretion. Judging criteria will be based on the most spending as determined by the Sponsor. In case there is a tie, the Winner will be the entrant who submitted the Entry first.

**7. THE WINNERS:** The Winners will be entitled to receive a Prize in relation to their winning order, as determined by Sponsor and Promotion Administrator. The Winners will be notified on or about [October 25, 2022] via registered email, phone call or private message through Facebook and we will put the winners name on the FB contest post ("Winner Notification"). Each Winner has seventy-two (72) hours to respond to the Winner Notification to confirm their eligibility for a Prize. Sponsor or Promotion Administrator are not responsible if a Winner does not receive the Winner Notification. If a Winner does not respond to the Winner Notification within seventy-two (72) hours or cannot otherwise be contacted to confirm their eligibility, an alternate winner may be selected from the remaining eligible Entries at the Sponsor's discretion.

**8. PRIZES:** Each Winner will receive one (1) Prize.

a. There will be a total of [46] Prizes as per table as follows:

Cost Program	Unit	Budget
Notebook	3	IDR 5,800,000.00
Backpack Eiger	5	IDR 550,000.00
Smartphone	3	IDR 2,100,000.00
Voucher Gramedia	15	IDR 200,000.00
Voucher MAP	20	IDR 200,000.00
Total	46	

b. The total ARV of all prizes in the Promotion is [Rp33,450,000]. The ARV of the Prizes set forth above represents Sponsor's reasonable determination of the retail value thereof, and the actual fair market values, as ultimately determined by Sponsor, are final and binding and cannot be challenged or appealed. Apart from the Prizes awarded as part of the Promotion, no monetary compensation will be paid for any of your Entries.

c. All Prizes awarded are non-transferable and cannot be redeemed for cash or credit (in whole or in part). If any Prize is not available due to any reasons or is prohibited by law, Sponsor reserves the right, at its sole discretion, to substitute a Prize awarded with a prize of equivalent value. Prizes will be delivered to the postal address (as applicable and as provided by Winner) within 4 to 6 weeks from the end of the Promotion Period.

d. Prizes do not include any and all taxes, fees and contributions under applicable laws (including but not limited to *Peraturan Direktur Jenderal Pajak Nomor PER-11/PJ/2015 tentang Pengenaan Pajak Penghasilan atas Hadiah dan Penghargaan* and income tax) related to the delivery of Prizes. By accepting a Prize, each Winner 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 Prize. The Winner is responsible for any and all other costs and expenses not listed above.

e. Each Winner may be required to show evidence of age, residence identity or any other proof of eligibility, including proof of being the authorized account holder of the account associated with the winning Entry, and complete and submit a form (the "Prize Verification Form") within fourteen (14) days from date of Winner Notification, or their Prize may be forfeited. Any non-compliance with these Terms and Conditions in returning any Prize Verification Form will result in the disqualification of such potential Winner and the associated Prize may be awarded to an alternate Winner from among all remaining eligible Entries received. Any failure to deliver the Prize Verification Form or Prize may result in such Prize being forfeited and awarded to an alternate Winner from among all remaining eligible Entries. By signing and returning a Prize Verification Form and/or accepting a Prize, each Winner (to the extent permitted by law) provides permission to Sponsor to use their Entry, 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.

f. Once a Prize has been delivered to a Winner, all liability for any loss or damage, including any property damage, personal injury, or death to the Winner or any third party arising from the use of any Prize awarded, other than personal injury or death resulting from the Sponsor's and its affiliates' negligence, shall be the sole responsibility of the Winner and the Winner shall indemnify and hold harmless Sponsor and its affiliates for any claims therefore. All Prizes 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 Prize 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.

**9. REQUESTS FOR TERMS AND CONDITIONS / WINNERS LIST:** To receive a list of Winners (available after the end of the Promotion Period) or a copy of these Terms and Conditions, you may send an e-mail within ninety (90) days from the end of the Promotion Period to: [social.apac@wdc.com](mailto:social.apac@wdc.com), with the subject line of: [Kuy, Jadi Kolektor SanDisk!]. Please specify "Terms and Conditions" or "Winners List" in the body of the e-mail.

**10. 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, 8 Kaki Bukit Avenue 1, #04-06, Singapore 417941 (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 Singapore in accordance with the SIAC Rules for the time being in force which rules are deemed to be incorporated by reference in this clause. 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 President of the Court of Arbitration of the SIAC. 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 Singapore.

**11. 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 Singapore, without giving effect to any choice of law or conflict of law rules.

**12. CONSENT:** By entering the Promotion, entrants 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).

**13. 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. Any and all goodwill generated by use of Sponsor's intellectual property will inure to the benefit of Sponsor. Entrant is granted a limited, fully revocable right to use Sponsor's trademarks and copyrights solely for the purpose of participating in this Promotion, which right to use shall expire upon the termination of this Promotion. User agrees not to modify or otherwise distort Sponsor's trademarks and logos.

**14. LIABILITY:** 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 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 utilized in the Promotion or by any technical or human error which may occur in the processing of Entries which may damage a user's system or limit an entrant's ability to participate in the Promotion.

**15. 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 unauthorized 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. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant that the Sponsor reasonably believes to have tampered with the entry process or with the operation of the Promotion (or who is otherwise found to be acting in violation of these Terms and Conditions).

**16. 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 <http://wdc.com/en/company/corporateinfo/privacy.aspx>. 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 win any Prizes; and (iii) to allow the Sponsor to periodically send notification of Sponsor's products, services, special offers and promotions

via e-mail. If at any time you decide that you do not wish to be contacted further about special promotions via e-mail, you may follow the instructions in the e-mail 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. You are responsible for your use of Facebook services, for any content (e.g. photos or caption) you post, and for any consequences thereof. The content you submit, post, or display will be able to be viewed by other users of Facebook services and through third party services and websites. You should only provide content that you are comfortable sharing with others under these Terms and Conditions. You are providing your information to the Sponsor and not to Facebook.

**17. 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.

**18. AMENDMENTS:** The Sponsor reserves the right to modify, cancel or terminate these Terms and Conditions or suspend the Promotion in whole or in part, at their sole discretion, without prior notice being given.

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## ABBREVIATED TERMS AND CONDITIONS

FULL T&Cs at website. Promotion commences **00:00am (WIB) on 17 August 2022 and shall continue in effect until 11:59pm (WIB) on 17 October 2022** ("Promotion Period"). Entry open to **Indonesia** residents aged 18 or over. To enter, buy eligible SanDisk Products, visit Microsite page and follow the instructions for the Promotion to submit an entry. Judging criteria will be based on the most SanDisk purchase as determined by the Sponsor to select **Forty six (46) top spender winners** from amongst the participants who have submitted an eligible Entry. Top spenders will receive:

Cost Program	Unit	Budget
Notebook	3	IDR 5,800,000.00
Backpack Eiger	5	IDR 550,000.00
Smartphone	3	IDR 2,100,000.00
Voucher Gramedia	15	IDR 200,000.00
Voucher MAP	20	IDR 200,000.00
Total	46	

To claim a Prize, a winner must respond to Sponsor by **email** within **72 hours** of notification by email message, private Facebook message that they have won. Prize not redeemable for cash. OTHER CONDITIONS APPLY, details in FULL T&Cs. Sponsor is Western Digital (S.E. Asia) Pte. Ltd., 9 Tampines Grande #04-22 Singapore 528735.