

# SUMMER TO REMEMBER GIVEAWAY

## TERMS AND CONDITIONS

**IMPORTANT - READ CAREFULLY. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. 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. BY SUBMITTING AN ENTRY, YOU UNDERSTAND THAT YOU ARE SUBMITTING YOUR INFORMATION TO SPONSOR AND THAT YOUR ENTRY MATERIALS, AS DEFINED BELOW, MAY BE INCLUDED IN SPONSOR'S COMMERCIAL MATERIAL, AS WELL AS AT SPONSOR'S WEBSITE OR SOCIAL MEDIA PLATFORMS. YOUR PARTICIPATION IS SUBJECT TO THE TERMS AND RULES HEREIN, INCLUDING THE INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER, AND OTHER TERMS AS APPLICABLE. THESE TERMS AND CONDITIONS CONTAIN A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.**

**1. SPONSOR/PROMOTION ADMINISTRATOR:** For this SUMMER TO REMEMBER Promotion ("Promotion"), Western Digital U.K. Limited, Hamilton House, Regent Park, Kingston Road, Leatherhead, Surrey, KT227PL – United Kingdom is the "Sponsor", and Tempero Ltd trading as ICUC.Social is the "Promotion Administrator."

**2. ELIGIBILITY:** To be eligible to submit an Entry for the Promotion on the Promotion website located at [westerndigital.com/en-gb/promo/summer-giveaway](https://www.westerndigital.com/en-gb/promo/summer-giveaway) ("Website"), a participant ("participant", "entrant", "you") must be a legal resident of the United Kingdom, France or Germany over the age of 18 and have reached the age of majority in the jurisdiction in which they reside as of the date of entry. In addition, a participant must follow the instructions to submit an Entry and be the "Authorized Account Holder" of the Gleam 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 families 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. Void where prohibited or restricted. 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. 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 may apply. If you post updates to or receive updates from Facebook via SMS from your wireless phone, your wireless-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 12:00 pm (GMT) on August 1, 2022 and shall continue in effect until 12:00pm (GMT) on August 30, 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) visit the following website: <https://www.westerndigital.com/en-gb/promo/summer-giveaway> ("Promo

Page"); and (ii) follow the instructions for the Promotion (as indicated on the Promo Page) to submit an entry (which may include submission of your name, email address or a written response to a prompt) ("Entry" or "User Generated Content"). 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 from the Promotion, at Sponsor's sole discretion. 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, 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. 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) 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, each entrant forever waives in favour of Sponsor 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 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. Entries are the property of the Sponsor and will not be acknowledged or returned.

- 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 entered into.

**Random Drawing / Lucky Draw Language:** On or about September 15, 2022, the Sponsor, or the Promotion Administrator on Sponsor's behalf, will conduct a random drawing to select 3 winners (1 Grand Prize winner, 1 First Prize Winner, 1 Second Prize winner selected randomly) from amongst the participants that have submitted an eligible Entry (individually, a "Winner" and collectively, "Winners").

**7. THE WINNERS:** The Winners will be entitled to receive a Prize (as defined below). The Winners will be notified on or about [September 15, 2022] via the e-mail address provided at the time of registration, a comment to the post about the Promotion on the Promo Page and/or a direct message ("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 Prize. All prizes shall collectively be referred to herein as the "Prizes" and individually as a "Prize."

- a. There will be a total of 3 Prizes, each consisting of the following:

- i. The Grand Winner will select between a £1700 EasyJet or Lufthansa Airlines Gift Card; and

- ii. The First Prize Winner's Prize consists of a £850 Tumi gift card; and

- iii. The Second Prize Winner's Prize consists of a PRO-BLADE SSD Mag 1TB (£172.99), G-DRIVE Desktop Hard Drive 4TB (£177.99), and PRO-BLADE TRANSPORT 1TB (£229.99). Bundle valued at **(£580.97)**.

- b. The total ARV of all prizes in the Promotion is £3131. The approximate retail value ("ARV") of the Prizes set forth above represents Sponsor's good faith 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 or e-mail address (as applicable) 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 Value Added Tax 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 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 or identity, other proof of eligibility, including proof of being the authorized account holder of the account associated with the winning Entry and completing and submit a form (the "Prize Verification Form") within fourteen (14) days from date of Winner Notification, or their Prize may be forfeited. Non-compliance in returning any Prize Verification Form will result in disqualification of such potential Winner and the associated Prize may be awarded to an alternate Winner from among all remaining eligible Entries received. Any Prize Verification Form or Prize returned as undeliverable 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 (where permitted) 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 RMA 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, send an e-mail to be received within ninety (90) days of the end of the Promotion Period to: [contests@wdc.com](mailto:contests@wdc.com) with the subject line of: SUMMER TO REMEMBER GIVEAWAY. Please specify "Terms and Conditions" or "Winners List" in the body of the e-mail.

**10. BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION WAIVER AGREEMENT:**

a. Disputes. This Section 10 contains information related to binding individual arbitration and class action waiver ("Arbitration Clause"). The terms of this Arbitration Clause shall apply to all Disputes between you and Sponsor and its affiliates (collectively, "WD"). Subject to the exclusions provided in this Section a., "Dispute" shall mean any dispute, claim, controversy or action between you and WD arising under or relating to all WD Promotions, products, including without limitation hardware and software products, services, these Terms and Conditions, or any other transaction involving you and WD, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. YOU AND WD AGREE THAT "DISPUTE" AS DEFINED IN THIS ARBITRATION CLAUSE SHALL NOT INCLUDE ANY CLAIM OR CAUSE OF ACTION CONCERNING THE ENFORCEMENT OR VALIDITY OF YOUR, WD'S, OR EITHER OF OUR LICENSORS' INTELLECTUAL PROPERTY RIGHTS, INCLUDING CLAIMS OF (A) TRADE SECRET MISAPPROPRIATION, (B) PATENT INFRINGEMENT, (C) COPYRIGHT INFRINGEMENT AND MISUSE, AND (D) TRADEMARK INFRINGEMENT AND DILUTION. ANY ACTION TO ENFORCE

INTELLECTUAL PROPERTY RIGHTS SHALL BE BROUGHT EXCLUSIVELY IN THE APPROPRIATE COURT LOCATED IN LONDON, ENGLAND.

b. Binding Arbitration. You and WD further agree: (a) to arbitrate all Disputes between the parties pursuant to the provisions herein; (b) this Arbitration Clause memorializes a transaction in interstate commerce; (c) that the laws of England and Wales governs the interpretation and enforcement of this Arbitration Clause; and (d) the arbitration shall be administered by the London Court of International Arbitration in London, England ("Arbitration Center") in accordance with the Arbitration Center arbitration rules ("Rules"). Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is pending only in that court. ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED. The arbitrator may award you the same damages as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The decision of the arbitrator shall be final, binding and enforceable by any court with jurisdiction over the parties.

c. Dispute Notice. In the event of a Dispute, you or WD 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 WD must be addressed to Sponsor at: ATTN: Legal Department, Connaught House, 3rd Floor, 255 High Street, Guildford, Surrey GU1 3BS United Kingdom (the "WD 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. If WD and you do not reach an agreement to resolve the Dispute within sixty (60) days after the Dispute Notice is received, you or WD may commence an arbitration proceeding pursuant to this Arbitration Clause. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to resolve the Dispute before commencing arbitration.

d. WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS. EXCEPT WHERE PROHIBITED, YOU AND WD AGREE THAT EACH PARTY MAY BRING DISPUTES AGAINST THE OTHER PARTY ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, INCLUDING WITHOUT LIMITATION FEDERAL OR STATE CLASS ACTIONS, CLASS ARBITRATIONS, OR PRIVATE ATTORNEY GENERAL ACTIONS. ACCORDINGLY, UNDER THE ARBITRATION PROCEDURES OUTLINED IN THIS ARBITRATION AGREEMENT, AN ARBITRATOR SHALL NOT COMBINE OR CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS WITHOUT THE WRITTEN CONSENT OF ALL AFFECTED PARTIES TO AN ARBITRATION PROCEEDING.

e. Arbitration Procedure. If a party elects to commence arbitration, the arbitration shall be governed by the Rules that are in effect at the time the arbitration is initiated and under the rules set forth in this Arbitration Clause. If there is a conflict between the Rules and the rules set forth in this Arbitration Clause, the rules set forth in this Arbitration Clause shall govern. You may, in arbitration, seek any and all remedies otherwise available to you pursuant to federal, state, or local laws. The arbitration shall be conducted in the English language. All Disputes shall be resolved by a single neutral arbitrator, and both parties shall have a reasonable opportunity to participate in the selection of the arbitrator. The arbitrator is bound by the terms of this Arbitration Clause. With the exception of issues relating to the enforceability of the arbitration provision, all issues related to this Arbitration Clause, including the Arbitration Clause's scope and the arbitrability of a Dispute, are for the arbitrator to decide. You may choose to engage in arbitration hearings by telephone. Arbitration hearings not conducted by telephone shall take place in a location reasonably accessible from your primary residence, or in London, England, at your option.

(i) Initiation of Arbitration Proceeding. If either you or WD decide to arbitrate a Dispute, we agree to the following procedure:

(A) Write a Demand for Arbitration. The demand must include a description of the Dispute and the amount of damages sought to be recovered ("Demand for Arbitration").

(B) Send three copies of the Demand for Arbitration, plus the appropriate filing fee, to the Arbitration Center.

(C) Send one copy of the Demand for Arbitration to the other party at the same address as the Dispute Notice, or as otherwise agreed to by the parties.

(ii) Hearing Format. In all hearing formats, the arbitrator shall issue a written decision that explains the essential findings and conclusions on which an award, if any, is based. During the arbitration, the amount of any settlement offer made by WD or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or WD is entitled. The discovery or exchange of non-privileged information relevant to the Dispute may be allowed during the arbitration.

(iii) Arbitration Fees. WD shall pay, or (if applicable) reimburse you for, all Arbitration Center filing, administration, and arbitrator fees for any arbitration commenced (by you or WD) pursuant to provisions of this Arbitration Clause.

(iv) Award in Your Favor. For Disputes in which you or we seek \$75,000 or less in damages, exclusive of attorney's fees and costs, if the arbitrator's decision results in an award to you in an amount greater than WD's last written offer, if any, to settle the Dispute, WD will: (A) pay you \$1,000 or the amount of the award, whichever is greater; (B) pay you twice the amount of your reasonable attorney's fees, if any; and (C) reimburse you for any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing the Dispute in arbitration. Except as agreed upon by you and WD in writing, the arbitrator shall determine the amount of fees, costs, and expenses to be paid by WD pursuant to this Section.

(v) Attorney's Fees. WD will not seek its attorney's fees and expenses for any arbitration commenced involving a Dispute under this Arbitration Clause. Your right to attorney's fees and expenses under Section (e)(iv) above does not limit your rights to attorney's fees and expenses under applicable law; notwithstanding the foregoing, the arbitrator may not award duplicative awards of attorney's fees and expenses.

(vi) Opt-out. You may elect to opt-out (exclude yourself) from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Arbitration Clause by sending a written letter to the WD Notice Address within thirty (30) days of your assent to this Arbitration Clause (including without limitation the purchase, download, installation or other use of WD products and services or participation in any WD contests or promotions) that specifies (A) your name, (B) your mailing address, and (C) your request to be excluded from the final, binding individual arbitration procedure and waiver of class and representative proceedings specified in this Arbitration Clause. In the event that you opt-out consistent with the procedure set forth above, all other terms shall continue to apply, including the requirement to provide pre-dispute notification.

f. Severability. If any provision in this Arbitration Clause is found to be unenforceable, that provision shall be severed with the remainder of this Arbitration Clause remaining in full force and effect. The foregoing shall not apply to the prohibition against class or representative actions as provided in Section (d); if Section (d) is found to be unenforceable, this entire Arbitration Clause shall be null and void.

**11. CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, 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 England and Wales, without giving effect to any choice of law or conflict of law rules. Except where prohibited and only in the event that the arbitration or class waiver provisions above are not permitted by

law, entrants agree that any and all disputes, claims, and causes of action arising out of the Promotion or any prize awarded shall be resolved individually without resort to any form of class action (to the extent permitted by law) and exclusively by the appropriate court located in London, England.

**12. CONSENT:** By entering the Promotion, entrants agree that, and expressly consent that, except where prohibited, 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 control.

**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:**

- a. 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.
- b. Haftungsbeschränkung
  - i. Der Sponsor haftet für Vorsatz und grobe Fahrlässigkeit sowie bei Schäden aus der Verletzung des Lebens, des Körpers oder der Gesundheit unbeschränkt.
  - ii. Für leichte Fahrlässigkeit haftet der Sponsor nur bei Verletzung einer wesentlichen Vertragspflicht (Kardinalpflicht). Eine „Kardinalpflicht“ im Sinne dieser Ziffer ist eine Pflicht deren Erfüllung die Durchführung des Vertrages erst ermöglicht und auf deren Erfüllung sich der Vertragspartner deswegen regelmäßig verlassen darf.
  - iii. Der Sponsor haftet im Fall von Ziffer (ii) nicht für mangelnden wirtschaftlichen Erfolg, entgangenen Gewinn und mittelbare Schäden.
  - iv. Die Haftung gemäß der vorstehenden Ziffern (ii) und (iii) ist auf den typischen, vorhersehbaren Schaden begrenzt.
  - v. Die Haftungsbeschränkungen gelten sinngemäß auch zugunsten der Mitarbeiter, Beauftragten und Erfüllungsgehilfen des Sponsors.
  - vi. Eine etwaige Haftung des Sponsors für gegebene Garantien und für Ansprüche auf Grund des Produkthaftungsgesetzes, bleibt unberührt.

**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 Statement 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) that if you have provided your consent to receive marketing communication, 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, follow the instructions in the e-mail. 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. 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.

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