

Terms & Conditions

The consumer promotion offer, **Festive Flavour** (“**Promotion**”) is sponsored by Western Digital UK Limited, Hamilton House, Regent Park, Kingston Road, Leatherhead, Surrey KT22 7PL, GB, United Kingdom (“**Sponsor**”) and administered by Momentum Communications India Pvt. Ltd. (“**Administrator**”). Participation in the Promotion constitutes an entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Earning a prize is contingent upon fulfilling all requirements as stated in these Official Rules. Participating in the Promotion is voluntary and all products from the outlets/e-commerce portals will be available without participation in the Promotion. All applicable national, state and local laws and regulations apply. The promotion is void where prohibited or restricted by law. This promotion is not applicable in Tamil Nadu.

1. ELIGIBILITY: The Promotion is open to all people residing in India of the age of 18 years and above as of 7th of October 2021 and is a legal resident of India. The definition of “legal resident of India” will be in context with the applicable laws of the Republic of India. Officers, directors, and employees of Sponsor and Promotion Administrator, the Sponsor’s parents, subsidiaries, affiliated companies, suppliers, agents, advertising and promotion agencies, those involved in the execution and administration of the Promotion and their immediate family members, or household members are not eligible to enter the Promotion. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. Void where prohibited or restricted.

2. TIMING: The Promotion will commence on 16th of October 2021 at 12:00 a.m. (Indian Standard Time) and conclude on 19th of November 2021 at 11:59 p.m. (Indian Standard Time) (“Promotional Period”).

3. HOW TO ENTER & PARTICIPATE:

3.1 To enter Participants must purchase any qualifying Western Digital® SSD product of any capacity as listed in Annexure ‘A’ below (“Eligible Products”).

3.2 Participant has to visit <https://wdoffers.resellerpromo.com/festiveflavour> and register on the website by filling out the required details.

3.3 Any attempt to gain participation in the Promotion on <https://wdoffers.resellerpromo.com/festiveflavour> without satisfying the requirements mentioned in Section 3.1 and Section 3.2 above, shall be deemed invalid.

4. REGISTRATION REQUIREMENTS:

4.1 Participants must enter valid details at the time of registering on the website. These details name, email ID and contact number, invoice details such as date of purchase, eligible product purchased, model number or serial number and name of Authorized Gaming SI or Retailer from whom product has been purchased.

4.2 All details entered as part of the Promotion must be original.

4.3 Submissions shall not contain material that violates the law or otherwise infringes any third party's rights, including but not limited to privacy, publicity, intellectual property rights, or any third-party proprietary rights.

4.4 By registering and submitting details in accordance with Section 3 above and this Section 4, participant hereby grants the Sponsor a worldwide, perpetual, royalty-free, non-exclusive and irrevocable license to display and reproduce your name on any Sponsored platform published by the Sponsor in connection with this Promotion. To the extent permitted by law, you hereby expressly waive your moral rights in relation to your submission in favour of Sponsor. You further agree that you will not be entitled to any compensation or money in connection with the display or reproduction of your name by Sponsor. Your name may be stored on such platform published by the Sponsor after the close of the Promotional Period and you agree that Sponsor is under no obligation to remove your name from the same.

4.5 Submission that is determined by the Sponsor or the Administrator in its sole discretion at any time during the Promotion to violate the Registration Requirements or these Official Rules, or to otherwise be unsuitable, offensive or in poor taste, may be rejected and the accompanying entrant is disqualified.

5. PARTICIPATION CONDITIONS:

5.1 Submissions (purchase receipts/invoices/bills) without a name, date of purchase, model number or serial number and name of Authorized Gaming SI or Retailer (Annexure B) will not be considered for the promotion.

5.2 Invoices of Eligible Products purchased during the Promotional Period, i.e., from 16th of October 2021 12:00 a.m. to 19th of November 2021 till 11:59 p.m. will only be considered as valid.

5.3 Participants can submit a maximum of two (2) units purchased during the entire Promotional Period to qualify for the prize.

5.4 Any attempt by a person to use multiple names or email addresses to enter the Promotion in violation of the said maximum registration limitation in Section 5.3 will result in immediate disqualification of entrant and will void all details submitted.

5.5 In the event of a dispute as to the identity or eligibility of a potential winner, the decision of the Administrator and the Sponsor shall be deemed final.

5.6 Any attempted submission by means except as permitted in these Official Rules is prohibited and will void all submitted registrations by that entrant.

5.7 Sponsor, at its sole discretion, reserves the right to disqualify any participation that tampers with the registration process.

5.8 The Promotion ends on 19th of November 2021 (Sunday) at 11:59 p.m. (IST). However, the last date to submit purchase details is 30th of November 2021 (11:59pm IST) and no entries will be accepted post this date.

6. PRIZE:

6.1 During the Promotion Period, each eligible submission would be selected as the Winning Submission (individually, "Winner" and collectively, "Winners") from the list of all registrations received during the Promotional Period.

6.2 The Winner will receive an Amazon e-Voucher worth up to INR 500/-.

6.3 Prizes are not redeemable for cash and may not be transferred or substituted except that Sponsor may substitute a prize, or portion thereof, with a prize of equal value. All and/or any control, insurance, registration & delivery charges, government taxes on prizes (as applicable), shall be borne exclusively by each winner and all deductions (such as TDS), wherever applicable, shall be made by the Administrator in accordance with the provisions of the Indian Income Tax Act, 1961.

6.4 All prizes are provided "as is" with no warranty or guarantee either express or implied by Sponsor. Merchandise prizes carry no warranty other than that offered by a manufacturer. Neither the Sponsor nor the Administrator has made nor is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

7. WINNER SELECTION:

7.1 Sponsor along with Administrator will select all eligible submissions during the Promotional Period as the Winner after thorough validation.

7.2 The decision of the Sponsor and the Administrator shall be final, and binding and no correspondence or communication shall be entertained in this regard.

8. WINNER NOTIFICATION:

8.1 Administrator will contact the Winner via email or SMS to the mobile number associated with the registration.

8.2 The Administrator will not be liable in the event if the message does not reach such Winner on any account whatsoever. Further, any complaints/grievance/claims, whether legal or commercial with regards to the said SMS message or phone call shall not be entertained by the Sponsor or the Administrator.

8.3 In the event that any Winner (i) cannot be contacted directly by Administrator within 72 hours from initial attempted phone call or SMS or email; (ii) declines to accept the prize; or (iii) is otherwise determined to be ineligible, the Sponsor in its sole discretion may disqualify that individual. Winners are subject to all eligibility requirements and restrictions of these Official Rules.

9. GENERAL CONDITIONS:

9.1 Sponsor reserves the right, in its sole discretion, to cancel, terminate or suspend this Promotion or any part of this Promotion should any non-authorized intervention, network failure, data storage failure, telecommunications failure, malfunction or other cause beyond Sponsor's reasonable control corrupt or impairs the security, administration, fairness or operation of this Promotion. Sponsor will select potential winners from all the eligible, non-suspect registrations received prior to such action. Sponsor reserves the right to supplement or amend the Rules at any time.

9.2 Sponsor reserves the right to correct typographical or clerical errors in any Promotion related materials.

9.3 Sponsor reserves the right to prohibit any end consumer from participating in the Promotion if, in its sole discretion, Sponsor finds such end consumer to be tampering with the registration process or the operation of the Promotion, or if the end consumer has repeatedly shown a disregard for, or attempts to circumvent, these Official Rules, or acts: (i) in a manner Sponsor determines to be unfair or inequitable; (ii) with an intent to annoy, threaten or harass any other participant or Sponsor; or (iii) in any other disruptive manner. Any person

attempting to defraud or tamper with this Promotion in any way will be ineligible for prizes and may be prosecuted to the full extent of the law. Any failure by Sponsor to enforce any of these Official Rules shall not constitute a waiver of these Official Rules.

9.4 The Sponsor and Administrator make no commitment, express or implied, to respond to any feedback, suggestion and, or queries of the participant in any form whatsoever.

9.5 CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULL EXTENT PERMITTED BY LAW OR SEEK ANY ADDITIONAL APPLICABLE LEGAL RECOURSE.

10. LIMITATION OF LIABILITY & RELEASE:

a. Sponsor is not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, undelivered, inaccurate, illegible or unintelligible submissions; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures or difficulties of any kind; (iii) failed, incomplete, garbled, or delayed computer transmissions; (iv) the downloading of any material in connection with this Promotion; (v) the cancellation of this Promotion or if a prize cannot be awarded due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal, state or local law, order or regulation, public health crisis, or order of any court or any condition caused by events beyond the reasonable control of Sponsor that may cause the Promotion to be disrupted or corrupted; (vi) any injuries, losses or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Promotion; or (vii) any printing or typographical errors in any materials associated with the Promotion. Proof of submission will not be deemed to be proof of receipt by Sponsor.

b. SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY PARTICIPATING IN THE PROMOTION, EACH PARTICIPANT AGREES TO RELEASE AND HOLD SPONSOR AND EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, REPRESENTATIVES OF SPONSOR, ITS AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION AND FULFILLMENT AGENCIES HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND IN CONNECTION WITH THE PROMOTION OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF THE PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY. EACH PARTICIPANT ALSO AGREES TO RELEASE AND HOLD SPONSOR OR ADMINISTRATOR HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS AND ACTIONS OF ANY KIND IN CONNECTION WITH THE PROMOTION OR RESULTING FROM ACCEPTANCE, POSSESSION, OR USE OF THE PRIZE, INCLUDING WITHOUT LIMITATION, PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE, AND CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, OR INVASION OF PRIVACY.

11. PUBLICITY: Except where prohibited by law, the Winner's acceptance of a prize constitutes express permission for Sponsor to use Winner's name, photograph, likeness, statements, biographical information, voice, and address (city and state) worldwide and in all forms of media, in perpetuity, without further compensation.

12. COLLECTION OF PERSONAL INFORMATION: You agree that any personal information provided to Sponsor or its authorized third parties may be used by Sponsor and its authorized third parties to fulfil the awarding of

the prize and as permitted by Sponsor's Privacy Statement available here:

<https://www.westerndigital.com/legal/privacy-statement>

13. GOVERNING LAW: This Promotion is governed by the laws of the Republic of India and the courts of Delhi will have jurisdiction over all disputes that may arise out of and in relation to this Promotion.

14. DISPUTES: By entering the Promotion, entrants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and (c) under no circumstances will any entrant be permitted to obtain any award for and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses.

15. SPONSOR: Western Digital (UK) Ltd., Hamilton House, Regent Park, Kingston Road, Leatherhead, Surrey KT22 7 PL UK

16. ADMINISTRATOR: Momentum Communications India Pvt. Ltd., Registered Office. 121-122, 1st Floor, Vipul Agora, MG Road, Gurgaon - 122002, Haryana, India

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Annexure A

List of eligible products for the Promotion:

WD Black™ SN850 NVMe™ SSD:

WDS500G1X0E-00AFY0, WDS500G1XHE-00AFY0, WDS100T1X0E-00AFY0, WDS100T1XHE-00AFY0, WDS200T1X0E-00AFY0, WDS200T1XHE-00AFY0

WD Black™ SN750 SE NVMe™ SSD:

WDS250G1B0E, WDS500G1B0E, WDS100T1B0E

WD Black™ SN750 NVMe™ SSD (without heatsink model):

WDS250G3X0C, WDS500G3X0C, WDS100T3X0C, WDS200T3X0C, WDS400T3X0C

WD Blue™ SN550 NVMe™ SSD:

WDS250G2B0C, WDS500G2B0C, WDS100T2B0C, WDS200T2B0C

WD Blue™ 3D NAND SATA SSD:

WDS250G2B0A, WDS500G2B0A, WDS100T2B0A, WDS200T2B0A, WDS400T2B0A

Annexure B

List of Authorized Gaming System Integrators (SIs) and Retailers:

S.No.	Region	Name of Gaming SI	City	State
1	EAST	CREATIVE GAMERS	KOLKATA	WEST BENGAL
2	EAST	KRG COMPUTERS	KOLKATA	WEST BENGAL
3	EAST	MD COMPUTERS	KOLKATA	WEST BENGAL
4	EAST	SEVI COMPUTERS	KOLKATA	WEST BENGAL
5	EAST	SUPREME TECHNOLOGY	KOLKATA	WEST BENGAL
6	EAST	VEDANT COMPUTERS	KOLKATA	WEST BENGAL
7	EAST	XRIG PRIVATE LIMITED	KOLKATA	WEST BENGAL
8	NORTH	ANT PC	NEW DELHI	NEW DELHI
9	NORTH	AVS INFOMEDIA	NEW DELHI	NEW DELHI
10	NORTH	CRUX COMPUTRONIX PVT LTD.	NEW DELHI	NEW DELHI
11	NORTH	E Q SENSE	LUCKNOW	UTTAR PRADESH
12	NORTH	GAMING, GEARS & GADGETS	GHAZIABAD	UTTAR PRADESH
13	NORTH	JPS	LUCKNOW	UTTAR PRADESH
14	NORTH	K-25 COMPUTER SHOPEE	CHANDIGARH	CHANDIGARH
15	NORTH	MAKEUPBEE	CHANDIGARH	CHANDIGARH
16	NORTH	MASS COMPUTERS	NEW DELHI	NEW DELHI
17	NORTH	MR PC WALA	LUCKNOW	UTTAR PRADESH
18	NORTH	SMC INTERNATIONAL	NEW DELHI	NEW DELHI
19	NORTH	UNIVERSAL TECH HUB	LUCKNOW	UTTAR PRADESH
20	NORTH	VOLTED PC	NEW DELHI	NEW DELHI
21	SOUTH	AASHIRWAD COMPUTERS	BANGALORE	KARNATAKA
22	SOUTH	ANKIT INFOTECH	BANGALORE	KARNATAKA
23	SOUTH	BYOS	COIMBATORE	TAMIL NADU
24	SOUTH	DEVRAJ COMPUTERS	CHENNAI	TAMIL NADU

25	SOUTH	GEEKBOZ	TRIVANDRUM	KERALA
26	SOUTH	GURU SREE	CHENNAI	TAMIL NADU
27	SOUTH	IT GAIN COMPUTERS	BANGALORE	KARNATAKA
28	SOUTH	NEXGEN SYSTEMS	TRIVANDRUM	KERALA
29	SOUTH	OASIS INDIA A NETWORK PVT. LTD	CHENNAI	TAMIL NADU
30	SOUTH	SUPERCOMPUTERS AND LAPTOP	BANGALORE	KARNATAKA
31	SOUTH	THE ITGEAR AKA ALLWAY SOLUTIONS	BANGALORE	KARNATAKA
32	SOUTH	THE MVP	HYDERABAD	TELANGANA
33	SOUTH	VJ SALES CORPORATION	VIZAG	ANDRA PARDESH
34	WEST	BITSPACE	MUMBAI	MAHARASHTRA
35	WEST	CEZOR	MUMBAI	MAHARASHTRA
36	WEST	IT GADGET ONLINE	MUMBAI	MAHARASHTRA
37	WEST	KRYPTONITE	AHMEDABAD	GUJARAT
38	WEST	PCB WORLDTECH	AHMEDABAD	GUJARAT
39	WEST	PRIME ABGB	MUMBAI	MAHARASHTRA
40	WEST	VIPER-PC	AHMEDABAD	GUJARAT
41	SOUTH	NAKODA MARKETING	CHENNAI	TAMIL NADU