

SanDisk After Dark Masterclass Promotion

Full Terms and Conditions

- 1 These Terms and Conditions contain information on how to enter the SanDisk After Dark Masterclass Promotion (the **Promotion**) and the prizes to be won. By participating in the Promotion, entrants agree to be bound by these Terms and Conditions. Entries must comply with these Terms and Conditions to be valid.
 - 2 The promoter is Western Digital Technologies, Inc., Level 39, 2 Park Street, Sydney NSW 2000 (the Promoter).
 - 3 Entry is open to Australian residents aged 18 years or over. The following persons are ineligible to enter:
 - (a) directors, management and employees (and their respective Immediate Families) of the Promoter;
 - (b) the Promoter's retailers, suppliers, associated companies and agencies who are associated with the Promotion and their directors, management and employees (and their respective Immediate Families).

Immediate Family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
 - 4 The Promoter reserves the right, in its sole discretion, but shall not be under any obligation, to verify the validity of any entry or any information provided by an entrant (including his or her age, identity, residential address and any other information relevant to entry into, or participation in, this Promotion). If the Promoter, in its sole discretion, carries out any verification, its decision shall be final and you agree not to make any claim or complaint in relation to the same. The Promoter may, in its sole discretion, disqualify any individual who submits an entry that in the sole opinion of the Promoter is not in accordance with these Terms & Conditions or who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in manipulating, interfering or tampering in any way with this promotion. Entrants agree and acknowledge that the Promoter shall not be obliged to explain or disclose its reasons for disqualification, and that all disqualification decisions made by the Promoter shall be final and not subject to challenge or inquiry.
 - 5 The Promotion commences at 08:00am (AUT) on 13 June, 2018 and closes at 11:59pm (AUT) on 02 July 2018 (the **Promotional Period**).
 - 6 To participate in the promotion, during the Promotional Period the entrant must:
 - (a) visit <https://www.SanDisk.com.au> (the **Promotion Website**); and
 - (b) complete the entry form by providing his/her name, email address, and describing, in 25 words or less, his/her favourite things to capture with a camera after dark (**Entry**).
 - 7 Each entrant may only submit one (1) Entry and shall only be eligible to win one (1) Prize in this Promotion.
 - 8 There are fifteen (15) prizes to be won (each, a **Prize**). Each Prize is valued at AUD\$200 each. The total prize pool is AUD\$3,000.
 - 9 Each entrant warrants to the Promoter that each Entry submitted is an original creative work of the entrant that does not infringe the rights of any third party. All Entries must comply with and are subject to these Terms and Conditions. Entries that contain prohibited or inappropriate content, or are otherwise in breach of these Terms and Conditions will not be eligible to win.
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- 10 Entrants agree that they are fully responsible for any materials they submit via the Promotion including but not limited to comments and images (**Content**). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
 - (e) they consent to any use of the Content which may otherwise infringe the Content creator's moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
- 11 The Promoter may, but is not required to, screen or monitor Entries, including for compliance with the requirements set out above. The Promoter will make all determinations as to the compliance and appropriateness of Entry submissions in its sole discretion. Entrants irrevocably agree and acknowledge that the Promoter may reject, edit or remove any Entry at any time without notice and without assigning any reason whatsoever.
- 12 Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the terms in clause 9 and 10 above.
- 13 The Promoter takes no responsibility if a person does not have the software, hardware or mobile plan that permits access to, or use of, the Promotion Website. Any costs associated with accessing the Internet, downloading data on a mobile device, or using any device to access and use the Promotion Website are the sole responsibility of the entrant and are dependent on the Internet/mobile service provider used.
- 14 Fifteen (15) winners will be selected at the end of the Promotional Period.
- 15 This Promotion is a game of skill and not chance. All entries will be judged individually on their merits based on the creativity of their Entries. The best fifteen (15) Entries, as determined by the judges, will receive a Prize. All entrants acknowledge and agree that there is an element of subjectivity in the judging criteria. All decisions by the judges will be final and no correspondence will be entertained. Entrants irrevocably agree not to challenge the results of the promotion or any decision made by the judges.
- 16 Entries must be received before the end of the Promotional Period. Entries are deemed to be made at the time of receipt by the Promoter, not the time of posting or transmission by the entrant. The Promoter accepts no responsibility for any entries not received for any reason (whether or not due to any negligence by the Promoter), including without limitation any technical errors, misdirection or misspellings.

- 17 By submitting an Entry, you grant the Promoter, its affiliates and sub-licensees a non-exclusive, an irrevocable, perpetual, royalty-free, worldwide license (**Licence**) to use, reproduce, distribute, display, perform, redact, edit, republish, sublicense, translate, copy and create derivative works from your Entry, in any media now known or hereafter developed, without any payment, compensation or further notification to or permission from you. You agree to be solely liable for your Entries and all content contained in them. Pursuant to the grant of the Licence as aforesaid, for the avoidance of doubt you consent to the Promoter, and anyone acting on behalf of the Promoter, doing any act in accordance with the Licence that would otherwise constitute an infringement of any moral or intellectual property rights that you or any other relevant party may have in your Entry.
- 18 Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 19 Prize is a ticket to a photography masterclass conducted by the 2018 Western Digital Ambassador, David Magro (**Masterclass**), valued at AUD\$200. A Masterclass will be conducted in three Australian capital cities. There are a total of fifteen (15) tickets to be won, comprised of five (5) tickets to be won for the Masterclass in each of the three cities. Details of the Masterclasses are as follows:
- (a) Geelong - 17 July 2018;
 - (b) Sydney - 31 July 2018; and
 - (c) Perth - 08 September 2018.
- 20 Winners will be notified by an email which will be sent on 06 July 2018 to the email address submitted as part of his/her Entry. Winners will also be announced on the SanDisk Australia Facebook page (<https://www.facebook.com/SanDiskAustralia/>) on 07 July 2018. The email to the Winners will include details on how to accept the Prize.
- 21 A Prize, or any unused portion of a Prize, is not transferable or exchangeable and cannot be taken as cash. All taxes that may be payable as a consequence of receiving a Prize, and any travel expenses associated with use of the Prize, are the sole responsibility of the winner.
- 22 If any Prize, or component thereof, becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a Prize, or component of a Prize, of equal or greater RRP value. Winners will not be entitled to any additional compensation in the event that the Prize (or component thereof) has been substituted at equal or greater RRP value.
- 23 If for any reason the winner does not accept the Prize by the time stipulated by the Promoter or does not take the Prize at the time stipulated by the Promoter, then the Prize will be automatically forfeited. Promoter reserves the right to award a forfeited Prize to another entrant.
- 24 Any costs associated with entering this Promotion are the responsibility of the entrant and under no circumstances whatsoever may a claim be brought against the Promoter for any such costs (whether as damages, loss, expense or otherwise).
- 25 The description and stated value of each Prize are provided by David Magro and are correct at the time of publication. Notwithstanding the foregoing, the Promoter reserves the full right to substitute any or all Prizes with an alternative of equal or greater value.
- 26 Nothing in these Terms and Conditions limits, excludes or modifies the statutory consumer guarantees provided under the *Competition and Consumer Act 2010* (Cth) or any other implied warranties under any legislation in Australia (**Non-Excludable Guarantees**). Except for any

liability that cannot be excluded by law, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) excludes all liability for any personal injury or any loss or damage, whether direct, indirect, special or consequential, arising in any way out of this Promotion, including but not limited to where such injury, loss or damage arises out of:

- (a) any technical difficulties or equipment malfunction (whether or not under the control of the Promoter);
- (b) any theft, unauthorised access or third-party interference;
- (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after its receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
- (d) any variation in prize value to that stated in these Terms and Conditions;
- (e) any tax liability incurred by a winner or entrant;
- (f) participation in this promotion; or
- (g) a winner taking or using a Prize.

- 27 To the extent permitted by law, the Promoter (including its officers, employees and agents) will not be responsible for any acts of God, acts of terrorism or war (declared or undeclared), state of emergency, disaster, technical failures, tampering, unauthorised intervention, fraud, computer viruses or other events beyond the control of the Promoter which affect the proper conduct or administration of this promotion, or prevent the awarding of a prize in accordance with these Terms and Conditions. If such event occurs, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.
- 28 If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to remove any content; or (b) to modify, suspend, terminate or cancel the Promotion, as appropriate.
- 29 This campaign is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any questions, comments or complaints about this Promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the campaign (including taking/use of a Prize), except for any liability which cannot be excluded by law.
- 30 Entries remain the property of the Promoter. Details from entries will be collected and used for the purpose of conducting the Promotion (which may include disclosure to third parties for the purpose of processing and conducting the Promotion) and for promotional purposes surrounding the Promotion. By entering the Promotion, entrants consent to the use of their information as described and agree that the Promoter may collect and use this information, or disclose it to other organisations that may use it, in any media for future promotional, marketing and publicity purposes and/or otherwise in accordance with the Promoter's privacy statement which may be found at <http://wdc.com/en/company/corporateinfo/privacy.aspx>, without any further reference or payment to the entrant. Entrants may access, change and/or update their personal information and obtain a copy of the Promoter's privacy statement by contacting the Promoter on privacy@wdc.com.
- 31 The agreement which comes into force under these Terms and Conditions is governed by, and must be construed in accordance with, the laws in force in New South Wales, and the Promoter and any consumer who participates in the Promotion submit to the non-exclusive jurisdiction of

the courts of that State in respect of all matters arising out of or relating to these Terms and Conditions, and the performance or subject matter of the Promotion.