

Seagate Ptolemy Data Science Award Contest 2018 OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Seagate Ptolemy Data Science Award contest (“Promotion”) starts on February 20, 2018, 9:00AM Pacific Time (“PT”) and ends on, June 8, 2018, 5:00 PM PT (the “Promotion Period”). The Promotion will consist of a contest for the Ptolemy Data Science Award (“Award”) (prizes described below) recognizing exploration in data science pointing the way to a better future for people everywhere. The recipient of Award will be announced on or about June 18, 2018.

By participating in this Promotion, each entrant (“Participant”) agrees to comply with these Official Rules and the decisions of the Sponsor and judges, which shall be binding and final. Any individual that submits an entry or otherwise participates in this Promotion on behalf of an organization, agrees to these Official Rules on behalf of that organization and confirms that he or she is authorized to bind his or her organization to these Terms (in which case “Participant” refers to that individual’s organization).

ELIGIBILITY: The Promotion is open only to Participants who have submitted a valid Promotion entry (during the Promotion Period), located in and having the required licenses to conduct business in Canada (excluding the Province of Quebec) or in the fifty (50) United States of America (“Eligible Territories”). For purposes of clarity, the Eligible Territories exclude the Province of Quebec. Void outside of the Eligible Territories and where prohibited by local law. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of Seagate Technology LLC (“Sponsor”), and its parent, affiliates, subsidiaries and advertising and promotion agencies or any other individuals or entities engaged in the development, production, or distribution of materials for this Promotion are not eligible to enter or win. Promotion is subject to all applicable federal, state and local laws. Participants are responsible for confirming whether their company has any policies or restrictions concerning participation in contests and similar programs such as this.

HOW TO PARTICIPATE IN THE PROMOTION: To participate in the Promotion, visit the Promotion landing page at <https://www.seagate.com/our-story/brand/ptolemy-award/> (“Promotion Website”) and follow the directions to complete the online entry form with Participant’s correct information. Then, follow the on-screen instructions to submit your essay of 300-500 words describing how Participant’s work, product, or solution is unique, how it uses data, and how it contributes to the advancement of data science for the benefit of society (each, a “Submission”). Additional content and materials may be submitted by Participants with their Submission such as videos, power point slides and pictures will be considered part of the Submission. Each accurately completed entry form submitted through the Promotion Website, together with the accompanying Submission, is referred to herein as an “Entry”. All Entries must be submitted by 5:00 PM PT on June 8, 2018 to be considered. No limit on number of entries per person. Entries generated by script, macro or other automated means and Entries made by any means that subvert the entry process are void.

SUBMISSIONS REQUIREMENTS AND WARRANTIES: All Submissions must be in English, 300 to 500 words and positively reflect on the Seagate and LaCie brands. Submissions may not contain, as determined by the Sponsor, in its sole discretion, any of the following content:

- Inflammatory, offensive, inappropriate or abusive language, or other content unsuitable for a public forum;
- Content that is discriminatory or derogatory of any ethnic, racial, gender, religious, professional or age group or endorses hate or any hate group;
- Obscenities, sexually explicit, suggestive, profane, or pornographic content;
- Content that is violent, promotes alcohol, drugs, tobacco, firearms/weapons (or their use); promotes any activities that may appear unsafe or dangerous; or promotes any particular political agenda or message;
- Advertisements, or references to other products, offers, or websites;
- Email addresses, URLs, phone numbers, physical addresses, or other forms of personal information;
- Critical or spiteful content regarding other Submissions or their authors, or content that defames, misrepresents or contains disparaging remarks about other people or companies, or the Promotion Parties (defined below);
- Trademarks or names owned by others or copyrighted materials (including artistic works published on or in websites, television, movies or other media), owned by others, without permission;
- Materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- Messages or images inconsistent with the positive image and/or good will to which Sponsor wishes to associate; and/or
- Content that violates any law or these Official Rules.

By submitting an Entry, each Participant represents and warrants that his/her Submission is original to the Participant, that the Submission has not been previously published, has not won previous awards, and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property.

WINNER SELECTION. All eligible Entries received by Sponsor will be judged by a panel of qualified judges on or about June 11, 2018 based on the Submission's adherence to the entry instructions provided for Submissions, and the following criteria: 20% clarity of Submission, 40% creativity and originality of Participants work, product, solution and Submission; and 40% actual commercial use and social benefit of Participant's work, product, or solution presented in the Submission. The top Submission will be selected as the potential prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the potential winner based on the criteria listed herein. Sponsor reserves the right not to award the prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

PRIZES: One (1) grand prize for the selected winner, consisting of the following:

- Ptolemy award trophy (hand-crafted, layered glass) valued at \$3,000 to \$5000 USD;
- Grant of \$25,000 USD to winner (charity* or non-charity), or to a charity* of the winner's choice (subject to Sponsor validation).

* As used herein, "charity" refers to a tax-exempt non-profit organization with a charitable purpose. Classification of Participant or a third party as charity shall be subject to Sponsor validation (in Sponsor's sole judgement), for which, Sponsor may require Participant to provide official documentation sufficiently evidencing valid tax-exempt status and charitable purpose, and such validation shall be subject to a determination, in Sponsor's sole discretion, that the identified charity does not reflect negatively upon Sponsor and its affiliates.

- An award of Seagate storage products totaling \$10,000 USD in estimated retail value from the following Seagate product lines: 1) Consumer desktop external hard drives 2) Ironwolf hard drives for NAS 3) Exos enterprise-grade internal hard drives. Products eligible to be awarded under this prize will be communicated to the winning Participant for selection (from the product families named above) subject to total maximum estimated retail value of \$10,000 USD.

GENERAL PRIZE CONDITIONS: Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor, which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. Winner is responsible for all federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not specified herein. All prize details are at Sponsor's sole discretion.

WINNER NOTIFICATION: The potential contest winners will receive prize notification via electronic mail, on or about June 18, 2018, with a public announcement of the Promotion winner at the Seagate World Wide Sales Meeting in August 2018. The potential winner will have five (5) days from date of issuance of winning notification to confirm that the notification has been received.

LICENSE TO AND USE OF SUBMISSION: By submitting a Submission, each Participant grants, and represents and warrants that the Participant has the rights and authority necessary to grant, to Sponsor an irrevocable, non-exclusive, perpetual, fully sublicensable license and right to use, reproduce, distribute, display and perform Participant's Submission to administer the Promotion, and to display, perform, reproduce, modify and create derivative works from (with prior approval from Participant), distribute, publish, print, use and exploit the description and depiction of Participant and its work, product, and/or solution(s) included in Participant's Submission to advertise, market, publicize, and promote the Promotion, Participant's and Sponsor's participation and involvement therein, and Seagate as the Sponsor of the Promotion, in perpetuity, without additional compensation, notification or permission, except where prohibited by law, in any and all media now known or hereafter devised, worldwide, during and after the Promotion Period without compensation, permission or notification to Participant or any third party. To the extent the preceding license grant is invalid or not fully enforceable under mandatory law, Participant irrevocably agree to grant, and hereby grant to Sponsor and its affiliates such rights that place Sponsor in a legal position as close as possible to the applicable foregoing license grant without being rendered unenforceable by such applicable law or applicable terms and conditions governing third party websites. Participant agrees that Sponsor is not responsible for any unauthorized use of Participant's Submission by third parties. Participant acknowledges that Participant, not Sponsor, is responsible for the content of Participant's Submission.

PUBLICITY: By participating, winning Participant grants to Sponsor and its designees the right to print, publish, broadcast, and use world-wide in any media, now or hereafter known, the winner's name, picture, voice, likeness, city and state of residence or domicile, and biographical information in connection with this Promotion, its status as Promotion winner, or otherwise, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law.

GENERAL TERMS, SIMILAR ENTRIES WAIVER, INDEMNITY: Sponsor, and its parent, affiliates, subsidiaries, suppliers, advertising and promotion agencies, & any other individuals engaged in any way in the development, production, printing, distribution or execution of this

Promotion and their respective directors, officers, agents and employees (“Promotion Parties”) are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Entries will be deemed made by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Participant acknowledges and agrees that Sponsor may receive other submissions under this Promotion that may be similar or identical to the Submissions submitted by entrant, and entrant waives any and all claims he/she may have had, may have, and/or may have in the future, that any other submission reviewed and/or used by Sponsor may be similar to his/her Submission. Notwithstanding the review of any Entry by the Sponsor, each entrant understands and agrees to bear sole liability for the contents of his/her Entry. Each entrant agrees to indemnify Released Parties for any damages and/or costs incurred as a result of (a) a third party’s claim or demand relating to the content of his/her Entry; or (b) entrant’s violation of these Official Rules.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK ANY/ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

DISCLAIMER: Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with or abuses any aspect of this Promotion or the entry process, who acts in an unsportsmanlike or disruptive manner (including, with an intent to annoy, threaten or harass any other entrant or the Sponsor), or who is in violation of these Official Rules. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the contest from among all eligible, non-suspect Entries received as of the date of termination using the judging procedure outlined above if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the administration, security, integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers (ISP), computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to entrant's or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing or judging of Entries, the incorrect uploading of Submissions, or in any other Promotion-related materials. Promotion Parties are not responsible for any unauthorized use of Submissions by third parties.

RELEASE: BY ENTERING THE PROMOTION, ENTRANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS, TO THE MAXIMUM EXTENT PERMITTED BY

APPLICABLE LAW, THE PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH OF THE FORGOING, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE (INCLUDING ATTORNEYS' FEES) THAT MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES. ENTRANTS WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

PERSONAL DATA: The following information will be collected by Sponsor for the purposes of administering this Promotion: name, email, business address and contact information (collectively, "Personal Information"). Personal Information collected from you will be used only to administer this Promotion as described in these Official Rules and as set forth Sponsor's privacy policy located at: <http://www.seagate.com/legal-privacy/>. Sponsor will not sell, share or otherwise disclose information collected with third parties, except as necessary to fulfill the above purposes, unless Participant has consented to receive additional information from Sponsor or a third party. Participants have a right of access to, modification and withdrawal of their personal data. They also have the right of opposition to the data collection, under certain circumstances. To exercise such right, participants may write to: Seagate Technology LLC, 10200 S. De Anza Blvd., Cupertino, CA 95014, Attn: Enterprise GMO Department. By participating in this Promotion, you acknowledge and hereby consent to your personal data being transferred and processed outside your country to United States. The data controller and recipient of data is: Seagate Technology LLC, 10200 S. De Anza Blvd., Cupertino, CA 95014.

CHOICE OF LAW: Unless the laws relevant for the domicile of the entrant provide otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA. In the event that that the Arbitration section below is found to be unenforceable under applicable law, any and all legal actions or claims arising in connection with this Promotion must be brought in a court of competent jurisdiction in California, USA.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, entrant agrees that any and all disputes and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association (AAA); and which arbitration shall be held at the AAA regional arbitration office nearest to the entrant's address included in on his/her Entry. Judgment upon such arbitration award may be entered in any court having jurisdiction. Each party will bear its own expenses.

WINNERS' LIST: For the names of the winners (available after August, 31, 2018, send a self-address stamped envelope to: Seagate Technology LLC, 10200 S. De Anza Blvd., Cupertino, CA 95014, for receipt no later than October 30, 2018.

SPONSOR: Seagate Technology LLC, 10200 South De Anza Boulevard, Cupertino, California 95014.