

# [Merdeka Simpan dan Backup Data]

## TERMS AND CONDITIONS

**1. SPONSOR/PROMOTION ADMINISTRATOR:** For [Merdeka Simpan dan Backup Data] 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 at [www.westerndigital.com/in-id/promo/wd-backup-data](http://www.westerndigital.com/in-id/promo/wd-backup-data) a 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 15, 2022** and shall continue in effect until 11:59pm WIB on **October 15, 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 WD Product during the promo period.

### List of eligible WD Products (in all capacities)

Product	Capacity	Gift Amount	Quota
My Passport	2TB	IDR 20,000	230
MY Passport Ultra	2TB	IDR 20,000	
WD_Black P10 Game Drive	2TB	IDR 20,000	
My Passport	4TB	IDR 50,000	150
MY Passport Ultra	4TB	IDR 50,000	
WD_Black P10 Game Drive	4TB	IDR 50,000	
My Passport Go	500GB	IDR 50,000	
WD Elements SE SSD	480GB	IDR 50,000	
My Passport SSD	500GB	IDR 50,000	
WD_Black D30 Game Drive SSD Game Drive SSD	500GB	IDR 50,000	
My Passport	5TB	IDR 100,000	80
MY Passport Ultra	5TB	IDR 100,000	
WD_Black P10 Game Drive	5TB	IDR 100,000	
My Passport Go	1TB	IDR 100,000	
WD Elements SE SSD	1TB	IDR 100,000	
My Passport SSD	1TB	IDR 100,000	
WD_Black D30 Game Drive SSD Game Drive SSD	1TB	IDR 100,000	
My Cloud Home	all capacity	IDR 100,000	
My Cloud Expert Series EX2 Ultra	all capacity	IDR 100,000	
My Cloud Expert Series EX4100	all capacity	IDR 100,000	
My Cloud Pro Series PR2100	all capacity	IDR 100,000	
My Cloud Pro Series PR4100	all capacity	IDR 100,000	
WD_BLACK SN850 NVMe SSD with Heatsink	1TB	IDR 150,000	10
WD Elements SE SSD	2TB	IDR 200,000	20
My Passport Go	2TB	IDR 200,000	
My Passport SSD	2TB	IDR 200,000	
WD_Black D30 Game Drive SSD Game Drive SSD	2TB	IDR 200,000	
WD_Black D10 Game Drive	8TB	IDR 200,000	
WD_Black P50 Game Drive SSD	all capacity	IDR 200,000	
My Passport SSD	4TB	IDR 500,000	10
WD_Black D50 Game Dock NVME SSD	all capacity	IDR 500,000	
WD_BLACK SN850 NVMe SSD with Heatsink	2TB	IDR 500,000	270
WD Purple 3.5" HDD CCTV	4TB	IDR 50,000	
	6TB	IDR 100,000	
	8TB	IDR 150,000	
WD Black 3.5" HDD PC	2TB	IDR 50,000	40
	4TB	IDR 100,000	
WD Blue 3.5" HDD PC	2TB	IDR 50,000	310
	4TB	IDR 100,000	
	6TB	IDR 150,000	
WD RED 3.5" HDD NAS	4TB	IDR 50,000	145
	6TB	IDR 100,000	
	8TB	IDR 150,000	
	10TB	IDR 500,000	
WD Blue SSD Nvme PCIe Gen3 (SN550 / SN570)	500GB	IDR 50,000	75
	1TB	IDR 100,000	
	2TB	IDR 200,000	
WD Black SSD NVME PCIe Gen4 (SN750SE, SN770, SN850)	250GB	IDR 50,000	175
	500GB	IDR 100,000	
	1TB	IDR 150,000	
	2TB	IDR 500,000	

(ii) visit [www.westerndigital.com/in-id/promo/wd-backup-data](http://www.westerndigital.com/in-id/promo/wd-backup-data); and (iii) follow the instructions to submit an Entry (which may include submission of your name, email address, contactable phone number) and submit proof of purchase of your WD product. 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, duplicates or late Entries which otherwise do not comply with these Terms and Conditions will also be disqualified. (iv) Participants must be sure the phone number submitted is connecting to OVO for e-cashback. Sponsor and Promotions Administrator will not responsible on any mistake or faulty input of phone number (v) OVO e-Cash will be send to registered phone number after data validations, **while stocks lasts**.

**5. WINNER SCHEME:** 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. **October 15, 2022** is the latest day to claim OVO e-Cash (the Prize). The Sponsor, or the Promotion Administrator on Sponsor's behalf, will review and judge the eligible Entries received during the Promotion Period send the prize to eligible 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 product purchased.

**6. THE WINNERS:** The Winners will be entitled to receive a Prize in relation to their product purchased, as determined by Sponsor and Promotion Administrator. The Winners will received OVO Cash on or about thirty (30) days after data submission via **registered phone number** ("Winner Notification") while stock lasts. Sponsor or Promotion Administrator are not responsible if a Winner does not receive the OVO Cash due to data mistake by Participants or faulty data input by Participants .

**7. PRIZES:** Each Winner will receive **one (1) time** of OVO Cash based on their product purchase, on or about thirty (30) days after data submission via registered phone number ("Winner Notification") while stock last.

a. List of OVO Cash based on Product SKU:

Product	Capacity	Gift Amount	Quota
My Passport	2TB	IDR 20,000	230
MY Passport Ultra	2TB	IDR 20,000	
WD_Black P10 Game Drive	2TB	IDR 20,000	
My Passport	4TB	IDR 50,000	150
MY Passport Ultra	4TB	IDR 50,000	
WD_Black P10 Game Drive	4TB	IDR 50,000	
My Passport Go	500GB	IDR 50,000	
WD Elements SE SSD	480GB	IDR 50,000	
My Passport SSD	500GB	IDR 50,000	
WD_Black D30 Game Drive SSD Game Drive SSD	500GB	IDR 50,000	
My Passport	5TB	IDR 100,000	80
MY Passport Ultra	5TB	IDR 100,000	
WD_Black P10 Game Drive	5TB	IDR 100,000	
My Passport Go	1TB	IDR 100,000	
WD Elements SE SSD	1TB	IDR 100,000	
My Passport SSD	1TB	IDR 100,000	
WD_Black D30 Game Drive SSD Game Drive SSD	1TB	IDR 100,000	
My Cloud Home	all capacity	IDR 100,000	
My Cloud Expert Series EX2 Ultra	all capacity	IDR 100,000	
My Cloud Expert Series EX4100	all capacity	IDR 100,000	
My Cloud Pro Series PR2100	all capacity	IDR 100,000	
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WD_BLACK SN850 NVMe SSD with Heatsink	1TB	IDR 150,000	10
WD Elements SE SSD	2TB	IDR 200,000	20
My Passport Go	2TB	IDR 200,000	
My Passport SSD	2TB	IDR 200,000	
WD_Black D30 Game Drive SSD Game Drive SSD	2TB	IDR 200,000	
WD_Black D10 Game Drive	8TB	IDR 200,000	
WD_Black P50 Game Drive SSD	all capacity	IDR 200,000	
My Passport SSD	4TB	IDR 500,000	10
WD_Black D50 Game Dock NVMe SSD	all capacity	IDR 500,000	
WD_BLACK SN850 NVMe SSD with Heatsink	2TB	IDR 500,000	270
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	6TB	IDR 100,000	
	8TB	IDR 150,000	
WD Black 3.5" HDD PC	2TB	IDR 50,000	40
	4TB	IDR 100,000	
WD Blue 3.5" HDD PC	2TB	IDR 50,000	310
	4TB	IDR 100,000	
	6TB	IDR 150,000	
WD RED 3.5" HDD NAS	4TB	IDR 50,000	145
	6TB	IDR 100,000	
	8TB	IDR 150,000	
	10TB	IDR 500,000	
WD Blue SSD Nvme PCIe Gen3 (SN550 / SN570)	500GB	IDR 50,000	75
	1TB	IDR 100,000	
	2TB	IDR 200,000	
WD Black SSD NVME PCIe Gen4 (SN750SE, SN770, SN850)	250GB	IDR 50,000	175
	500GB	IDR 100,000	
	1TB	IDR 150,000	
	2TB	IDR 500,000	

b. 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 sent to submitted phone number (as applicable and as provided by Winner) within thirty (30) days from the Submitted data Period.

c. 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.

d. 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 Notifications, 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.

e. 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.

**8. 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: [**Merdeka Backup dan Simpan Data**]. Please specify "Terms and Conditions" or "Winners List" in the body of the e-mail.

## **9. 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.

**10. 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.

**11. 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).

**12. 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.

**13. 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.

**14. 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).

**15. 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.

**16. 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.

**17. 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 [www.westerndigital.com/in-id/promo/wd-backup-data](http://www.westerndigital.com/in-id/promo/wd-backup-data). Promotion commences 00:00am WIB on **August 15, 2022** and shall continue in effect until 11:59pm WIB on **October 15, 2022** ("Promotion Period"). Entry open to Indonesia residents aged 18 or over. To enter, buy eligible WD Products, visit [www.westerndigital.com/in-id/promo/wd-backup-data](http://www.westerndigital.com/in-id/promo/wd-backup-data) and follow the instructions for the Promotion to submit an entry. Judging criteria will be based on the product purchase based on eligible product list amongst the participants who have submitted an eligible Entry. Each Winner **will receive one (1) time** of OVO Cash based on their product purchase, on or about thirty (30) days after data submission via registered phone number ("Winner Notification") - **while stock lasts**.

**List of eligible WD Products and capacities :**

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	10TB	IDR 500,000	
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WD Black SSD NVME PCIe Gen4 (SN750SE, SN770, SN850)	250GB	IDR 50,000	175
	500GB	IDR 100,000	
	1TB	IDR 150,000	
	2TB	IDR 500,000	



To claim a Prize, end-users should submit their data to microsite address with phone number connected to OVO and wait for the validations process. Prize not redeemable for cash. OTHER CONDITIONS APPLY, details in FULL T&Cs. Sponsor is Western Digital (S.E. Asia) Pte. Ltd., 8 Kaki Bukit Avenue 1, #04-06, Singapore 417941.