

TERMS AND CONDITIONS

PLEASE READ CAREFULLY.

The Terms and Conditions (“Terms”) govern the Promotion Campaign.

Participation in the Promotion Campaign (including any acceptance of a Promotion Giveaway) is deemed acceptance to the Terms. If you do not agree with the Terms, do not participate in the Promotion or accept the Promotion Giveaway (defined below).

1. GENERAL

1.1 Description of Promotion.

Each end user customer who purchases an eligible product identified in Appendix A (“Eligible Product”) from a participating retailer during the Promotion Period (defined below) and submits the proof of purchase as instructed below will receive the complimentary promotion giveaway identified in Appendix A (“Promotion Giveaway”). The Promotion Giveaways are made available on a first-come, first-serve basis and subject to limited quantity as detailed in Appendix A.

1.2 Purchase Period.

To be eligible for this Promotion and receipt of a Promotion Giveaway, end user customers must complete an Eligible Purchase (defined below) from an Eligible Reseller (defined below) and submit their entry materials during the Promotion Period.

1.3 Promotion Period.

From 4 Aug 2022 12:00 AM to 31 Aug 2022 11:59 PM (GMT +8), while supplies last at participating retail locations during their respective hours of business.

1.4 Promoter.

The “Promoter” of this Promotion is Toshiba Electronics Asia Singapore Pte Ltd (“Toshiba”), located at 20 Pasir Panjang Road, #12-25/26 Mapletree Business City, Singapore 117439.

1.5 Exclusions.

Employees of the Promoter and its subsidiaries and affiliates, and employees of their agents or individuals involved in any part of the administration of this Promotion, and each of any employee’s immediate family members (parent, sibling, spouse, and children) and household members, Toshiba’s channel partners, authorized distributors, retailers and their subsidiaries are excluded from eligibility in this Promotion.

2. ENTRY AND PARTICIPATION

2.1 Eligibility.

For this Promotion, “Eligible Product” is limited to the list of Toshiba products in Appendix A. An “Eligible Purchase” is the purchase of one unit of Eligible Product from the participating online or retail location of an Eligible Reseller. “Eligible Resellers” are the Promoter designated resellers / E-tailers listed in Appendix A, located in Singapore, and participating in the Promotion. Participation in the Promotion is limited to end user customers who purchase the Eligible Product for end use and not for resale purposes. This Promotion is void outside the participating country stated in Appendix A.

2.2 Entry Process.

In order to participate in this Promotion, the end user customer must complete an Eligible Purchase from an Eligible Reseller and submit their receipt as proof of purchase (an “Entry”), as instructed in the Promotion materials made available by Promotor (including through its Eligible Resellers). All Entries must be submitted online at <https://toshiba-storage.asia/philippines-redemption> during the Promotion Period.

2.3 Disqualified Entries.

The Promoter is not responsible for Entries that are not received for any reason, or for Entries received but not decipherable for any reason. The Promoter may automatically disqualify any incomplete or illegible Entry or any entries that the Promoter determines are invalid for any other reason, subject to applicable law.

2.4 Right to Reject.

Promotor may reject any Entry that they determine does not comply with these rules, subject to applicable law.

3. FULFILMENT

3.1 Promotion Giveaways will be processed and distributed via an URL link through email within 4 weeks after the Promotion Period ends. Participants are responsible for all federal, state, provincial and local taxes (including income and withholding taxes) and any other costs and expenses associated with Promotion Giveaway acceptance and use not specified herein as being provided. Participants may not substitute, assign or transfer Promotion Giveaway, or redeem Promotion Giveaway for cash, but Promoter reserves the right, at its sole discretion, to substitute Promotion Giveaway (or portion

thereof) with one of comparable or greater value. Promotional Giveaways are available during the Promotion Period only while supplies last at participating retail locations.

3.2 By participating in the Promotion, each participant agrees and acknowledges that Promoter may be required to collect participant personal information (for example, from Entry or other Promotion materials submitted) in order to conduct this Promotion and/or facilitate the distribution of Promotion Giveaways, and that Promoter may disclose this information to suppliers and/or their respective agents. Personal information collected for the purposes of this Promotion will be used for the purposes of the Promotion only.

4. USE OF ENTRIES

4.1 Privacy Notice.

This Promotion is hosted in Singapore, and information regarding the participants (including but not limited to participant's name, email address, invoice number, and serial number) may be collected in connection with this Promotion and fulfilment of Promotion Giveaways. By submitting an Entry and information in connection with this Promotion, each participant consents to Promoter collecting, using, transferring, and sharing his or her personal information. Promoter processing of personal information will be governed by the Toshiba privacy statement located at <https://toshiba.semicon-storage.com/ap-en/privacy-policy.html>. Promotion Giveaways fulfilled through online Eligible Product purchases will be subject to the privacy policy set forth on the respective online seller website.

4.2 Further Documentation.

By participating, each participant agrees to sign any necessary documentation that may be required for Promoter to confirm or make use of the rights and waivers granted as a result of participation.

5. PARTICIPANT RESPONSIBILITIES

5.1 General Rules.

By entering this Promotion each participant agrees to comply with these rules. The Promoter's decisions will be final and binding on all matters related to this Promotion, subject to applicable law.

5.2 Release.

Each participant hereby releases the Promoter and their respective parents, subsidiaries, affiliates, employees, and agents from any liability or any injury, loss or damage of any kind arising in connection with this Promotion, or any Promotion Giveaway received.

5.3 Interruptions.

If there is a catastrophic event, or any other unforeseen or unexpected event that cannot be reasonably anticipated or controlled, affects the fairness or integrity of this Promotion, including human error, the Promoter may cancel, change, or suspend this Promotion, subject to applicable law. If a solution cannot be found to restore the integrity of the Promotion, the Promoter may choose to proceed with selected redemptions from among all eligible Entries received before cancelling, changing or suspending the Promotion, subject to applicable law.

5.4 Unlawful Behavior.

The Promoter may seek damages or criminal prosecution for any attempt to compromise the integrity or the legitimate operation of this Promotion by hacking or by cheating or committing fraud in any way, subject to applicable law. The Promoter may ban any participants from any future promotion, subject to applicable law.

6. FURTHER TERMS

6.1 Amendment or Cancellation.

The Promoter reserves the right to amend, cancel or suspend this Promotion (subject to applicable law) if an event beyond the control of the Promoter corrupts or affects the administration security, fairness, integrity or proper conduct of this competition. The Promoter will disqualify any individual who has tampered with the entry process or any other aspect of this competition.

6.2 Limitation of Liability.

The Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of this Promotion, and (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any Entry or Promotion Giveaway claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Promotion Giveaway value to that stated in these Rules; (e) any tax liability incurred by a participant; or (f) use of a Promotion Giveaway. The Promoter (including its' officers, employees and agents) excludes all liability for any loss (including, without limitation, indirect, special or consequential loss or loss of profits or opportunity), expense, damage, personal injury or death which is suffered or

sustained (whether or not arising from any person's negligence) in connection with this Promotion including taking or using the Promotion Giveaway, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law), including statutory guarantees. Any change in value of the Promotion Giveaway occurring between the publishing date and date the Promotion Giveaway is claimed is not the responsibility of the Promoter.

6.3 Sponsor and Agent.

This Promotion is sponsored by Toshiba Electronics Asia Singapore Pte Ltd, 20 Pasir Panjang Road, #12-25/26 Mapletree Business City, Singapore 117439. Eligible Resellers are listed in Appendix A. The Promotion will be administered by Iontech Inc, Suite 1104, 11th Floor, Taipan Place, F. Ortigas Jr. Avenue, Pasig City, Metro Manila, Philippines. All correspondence regarding this offer should be directed to "Toshiba" at the foregoing address.

APPENDIX A: ELIGIBLE PRODUCTS and PROMOTION GIVEAWAY

Promotion Campaign: Toshiba External HDD Canvio Sales Redeem 100 Peso GrabGifts Voucher with any purchase of an Eligible Product.

Promotion Period: 4th Aug – 31st Aug 2022

Redemption Period: 4th Aug – 14th Sep 2022

1. Eligible Products.

Product Model	Product Model Capacity
<u>External Portable Hard Drives</u>	
Toshiba Canvio Basics	1TB 2TB 4TB
Toshiba Canvio Basics USB-C®	1TB 2TB 4TB
Toshiba Canvio Ready	1TB 2TB 4TB
Toshiba Canvio Advance	1TB 2TB 4TB
Toshiba Canvio Premium	1TB 2TB 4TB
Toshiba Canvio Slim	1TB 2TB
Toshiba Canvio Flex	1TB 2TB 4TB
Toshiba Canvio Gaming	1TB 2TB 4TB

2. Eligible Resellers.

Participating Retailers	Participating Online Stores
Abenson	Shopee Toshiba Storage Official Store
Automatic Center	Abenson.com
Denver's Computer Shoppe, Inc.	Denvers Computer
EasyPC	Digiserv Solutions Inc.
ElectroWorld Inc	EasyPC
Gadget King	Electroworld.com
Hypertech Computers	Hypertech Computers

Participating Retailers	Participating Online Stores
Irobotics Corporation	New Ong To Expressmart
Microvalley	PCS Computers
New Ong To Expressmart	Silicon Valley
Octagon Computer Superstore	Toshiba Storage PH Authorized Dealer
Paper Cart Marketing Inc	Upgrade Central
PC Cartel Computer	
PC Cartel Computer Sales	
PCS Computers	
Philaser Marketing Corp.	
Silicon Valley Computer Group Phils. Inc.	
Techmix Computers & Gadgets Abra	
Techmix Computers & Gadgets Mike's Superstore - Candon	
Techmix Computers & Gadgets Nagtahan	
Tionsan La Trinidad, Inc.	
TSS Corporation (Tionsan)	
Unicom Computer Store	
Upgrade Central Trading Corp.	
Vivocom	

3. Participating Country: Philippines

4. Promotion Giveaway: 100 Peso GrabGifts Voucher, available in limited quantity. The promotion giveaways are available on a first-come, first-serve basis and are limited to the first 500 quantities.