

**2016 SANDISK GAMING CYOA RETWEET TO WIN SWEEPSTAKES
OFFICIAL RULES**



**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE
YOUR CHANCES OF WINNING.
MUST BE PRESENT TO WIN.**

The 2016 SanDisk Gaming Choose Your Own Adventure (“**CYOA**”) Retweet to Win Sweepstakes (collectively, “**Promotion**”) taking place during the August 3, 2016 to August 13, 2016 event scheduled at The International at the Key Arena in Seattle (“**Event**”) is sponsored by Western Digital Technologies, Inc. (“**Sponsor**”). This Promotion is in no way sponsored by or associated with the Event. Participation in the Promotion constitutes an Entrant’s (as defined below) full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements as stated in these Official Rules. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law.

1. **ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who have a Twitter account, are at least eighteen (18) years of age, and have reached the legal age of majority in the state of residence (each, an “**Entrant**”) at the time of entry and at the time the prize is awarded. Officers, directors, and employees of Sponsor, Sponsor’s subsidiaries, affiliates, suppliers, agents, advertising agencies, those involved in the execution and administration of the Promotion and the immediate family members (defined as spouse, siblings, parents, and children) of each are not eligible to enter or win.
2. **TIMING:** The Promotion begins on Wednesday, August 3, 2016 at 12:00am Pacific Time (“PT”) and ends on Monday, August 15, 2016 at 10:00am PT (the “**Promotion Period**”). There will be six (6) winners selected (each a, “**Drawing**”) for the Entry Period. Sponsor’s computer is the official time-keeping device for the Promotion. Entries must be received according to the chart below to be eligible for the Drawing.

All dates/times are Pacific Time

Entry Period	Entry Deadline	Winner Announcement
1	Monday, August 15, 2016 at 10:00am	Monday, August 15, 2016 at 2:00pm

3. **HOW TO ENTER:**
 - 3.1. Entrants must have a Twitter account to participate. Twitter is free of charge (www.twitter.com).
 - 3.2. Entrant must follow the SanDisk Gaming Twitter Account (@SanDiskGaming)
 - 3.3. During the Promotion Period and by the Entry Deadline, entrant must retweet an @SanDiskGaming tweet posted on August 3, 2016, the first day of the Promotion Period (“**Entry**”). Retweets must be in the exact form as the original tweet to be eligible to receive an entry in the applicable random drawing.
 - 3.4.
4. **ENTRY REQUIREMENTS:** All entries submitted during the Promotion Period must satisfy the following:
 - 4.1. Your Entry must be original.
 - 4.2. Your Entry cannot contain material that violates or infringes any third party’s rights, including but not limited to privacy, publicity, intellectual property rights, or that constitutes copyright infringement.

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- 4.3. Your Entry cannot refer to any brand names other than those of Sponsor and cannot be confusingly similar to any third party product names, brand names, or trademarks.
 - 4.4. Your Entry cannot contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - 4.5. Your Entry cannot contain material that is inappropriate, obscene, indecent, tortuous, offensive, violent, hateful, or defamatory, or that disparages Sponsor or contains any other content otherwise prohibited by or contrary to the laws of the state in which the Entry is created.
 - 4.6. Any Entry that is determined by Sponsor in its sole discretion at any time during the Promotion to violate the Entry Requirements or these Official Rules, or to otherwise be unsuitable, offensive or in poor taste, may be rejected and the submitting entrant disqualified.
5. **ENTRY CONDITIONS:** Limit one (1) Entry per person during the Promotion Period. Any attempt by a person to use multiple names to enter the Promotion will result in disqualification. Any attempted entry by means except as permitted in these Official Rules is prohibited and will void all submitted entries by that Entrant. Entries generated by script, macro or other automated means or by any means that subvert the entry process will be void. In the event that Sponsor reasonably suspects that an Entrant has attempted to (a) obtain more than the stated number of Entries by using multiple/different Twitter accounts, email addresses, identities, logins or any other methods (b) to enter the Promotion by any means except as permitted in these Rules, or (c) tamper with the entry process or any other aspect of the Promotion in any way, Sponsor reserves the right, in its sole discretion, to void any such improper or suspect Entries and/or to disqualify that Entrant from further participation or eligibility for prizes, and its decisions are final and binding in all respects. Multiple Entrants are not permitted to share the same Twitter account or Entry. In the event of a dispute as to the identity or eligibility of a potential winner, Sponsor will deem the winning Entry to have been made by the Authorized Account Holder of the email address associated with the Twitter account used to enter the Promotion. **“Authorized Account Holder”** is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to disqualify any Entrant that tampers with the entry process.
6. **PRIZES & ODDS:**
- 6.1. Prizes. A total of six (6) winners will be randomly selected during the Promotion Period. One (1) winner will receive the Grand Prize and five (5) additional winners will each receive a Runner-Up Prize, as defined below. The Average Retail Value (**“ARV”**) of all prizes is \$3,448.92.
*1GB=1,000,000,000 bytes. Actual user storage less.
 - 6.1.1. Grand Prize: The **“Grand Prize”** includes: one (1) HTC Vive (ARV: \$799.00); one (1) Evil Geniuses t-shirt (ARV: \$24.00); one (1) SanDisk® backpack (ARV: \$56.00); one (1) SanDisk Extreme PRO® 960GB* SSD (ARV: \$349.99); one (1) Rival 300 (ARV: \$59.99); and one (1) QcK mousepad (ARV: \$9.99). The total ARV of the Grand Prize is \$1,298.97 each.
 - 6.1.2. Runner-Up Prizes: Each **“Runner-Up Prize”** includes: one (1) SanDisk Extreme PRO 960GB* SSD (ARV: \$349.99); one (1) Evil Geniuses T-shirt (ARV: \$24.00); and one (1) SanDisk backpack (ARV: \$56.00). The total ARV of each Runner-Up Prize is \$429.99.
 - 6.2. Odds of Winning. The odds of winning depend on the number of eligible entries received during the Promotion Period.
7. **PRIZE LIMITS AND RESTRICTIONS**
- 7.1. Prize Limits. Limit one (1) Prize per Entrant during the Promotion Period.
 - 7.2. Prize Restrictions. The following restrictions apply to all prizes. Winners assume sole responsibility for all costs and expenses associated with prize acceptance and use not explicitly stated herein as being provided, including without limitation, all federal, state and local taxes, including income taxes (if any), fees, and surcharges on a prize. Sponsor will comply with all tax reporting requirements including the issuance of any required Forms 1099-MISC for the

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applicable tax year. Prizes are not redeemable for cash and prizes may not be transferred or substituted except that Sponsor may substitute a prize, or portion thereof, with a prize of comparable or greater value. Merchandise prizes carry no warranty other than that offered by the manufacturer. Depictions of prizes in Promotion-related materials are for illustrative purposes only and may not accurately reflect actual prizes provided.

8. **WINNER SELECTION:** Sponsor will randomly select six (6) potential winners from all eligible Entries received by the Entry Deadline. The first eligible Entry selected will receive the grand prize as described in Section 6.1. Each of the five (5) subsequent eligible Entries selected will receive a runner-up prize.
9. **WINNER NOTIFICATION, VERIFICATION AND DISQUALIFICATION:**
 - 9.1. Notification of Potential Winners: Sponsor will contact the Potential Prize winners directly via Twitter direct message. Potential winners must respond via email to the address provided in Sponsor's email or direct message within 24 hours from the time and date of the email or direct message. Sponsor will deliver the prize via mail, but does not deliver to P.O. boxes or addresses outside the United States. Potential winners must provide their name, a mailing address, and telephone number for delivery purposes. Sponsor will not use potential winner's contact information for any reason other than shipping the prize. In the event that any potential winner (i) cannot be contacted directly by Sponsor within 24 hours from initial attempted direct message; (ii) fails to satisfy any eligibility or verification requirements; (iii) declines to accept the Prize; or (iv) is otherwise determined to be ineligible, Sponsor in its sole discretion may disqualify that individual and randomly select an alternate winner from the rest of the eligible entries received during the Entry Period. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.
 - 9.2. Disqualification: In the event that any potential winner (i) fails to satisfy any eligibility requirement, (ii) declines to accept the prize or to accept the prize as described herein, (iii) or is otherwise determined to be ineligible or not in compliance with these Official Rules for any other reason, Sponsor in its discretion may disqualify that winner, in which event, Sponsor in its discretion may disqualify that individual and randomly select an alternate winner from the remaining eligible entries received during the Entry Period until all prizes are awarded. Alternate winners are subject to all eligibility requirements and restrictions of these Official Rules.
10. **GENERAL CONDITIONS:**
 - 10.1. 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 corrupts or impairs the security, administration, fairness or operation of this Promotion. Sponsor will select potential winners from all the eligible, non-suspect entries received prior to such action. Sponsor reserves the right to supplement or amend the Rules at any time.
 - 10.2. Sponsor reserves the right to cancel, terminate or suspend this Promotion or any part of this Promotion should any non-authorized intervention, network failure, data storage communications failure, malfunction or other cause beyond Sponsor's control corrupts or impairs the security, administration, fairness or operation of this Promotion as determined by Sponsor in its sole discretion.
 - 10.3. Sponsor reserves the right to correct typographical or clerical errors in any Promotion related materials. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available or claimed, Sponsor reserves the right to award only the stated number of prizes.
 - 10.4. Sponsor reserves the right to prohibit any Entrant from participating in the Promotion if, at its sole discretion, Sponsor finds such Entrant to be tampering with the entry process or the operation of the Promotion, or if the Entrant has repeatedly shown a disregard for, or attempts

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to circumvent, these Official Rules, or acts: (a) in a manner Sponsor determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other Entrant or Sponsor; or (c) 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.

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 FULLEST EXTENT PERMITTED BY LAW.

11. LIMITATION OF LIABILITY & RELEASE:

- 11.1. Entrants agree that Sponsor is not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, undelivered, inaccurate, illegible or unintelligible entries. Proof of submission will not be deemed to be proof of receipt by Sponsor; (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.
- 11.2. Sponsor, its affiliates and a range of subsidiaries, directors, agents, agencies, franchisees, promoters, officers, employees and related persons (a) are not responsible for entries that for any reason are not received by Sponsor by the deadlines as stated in these Official Rules; (b) are released from any and all liability related to this Promotion and the receipt and use of any prize; and (c) will not be responsible for the inability to select winners. By participating in the Promotion, Entrants agree to release and hold harmless Sponsor and their respective subsidiaries, affiliates, suppliers, distributors, advertising and promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "**Released Parties**") from and against any claim or cause of action, including but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion, participation in any Event related activity, use or misuse by any of the Released Parties of an Entry-related materials or acceptance, use or misuse of any prize.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN WHOLE OR IN PART.

12. **PUBLICITY:** Except where prohibited by law, a winner's acceptance of a prize constitutes permission for Sponsor and its designees to use that winner's name, photograph, likeness, statements, biographical information, voice, address (city and state) and details of winning for advertising, promotion and other purposes, worldwide and in all forms of media, in perpetuity, in any manner, together with other materials, without further compensation or notification to, or permission from, winner.
13. **COLLECTION OF 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 fulfill

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prizing and as permitted by Sponsor's privacy statement available here:

<http://www.sandisk.com/about-sandisk/privacy-policy>.

14. **GOVERNING LAW:** This Promotion is governed by United States law and is subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrant and Sponsor in connection with this Promotion shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.
15. **ASSIGNMENT:** This agreement or any related documentation may be assigned by Sponsor to Western Digital Corporation (or an affiliate thereof) in connection with SanDisk's acquisition by Western Digital Corporation.
16. **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.
17. **SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
18. **WINNERS LIST:** For the names and/or Twitter handle of prize winners, please mail a self-addressed, stamped envelope to: 2016 SanDisk Gaming CYOA Retweet to Win, Attn: Hana Kim, 951 SanDisk Drive, Milpitas, CA 95035. Requests for a copy of the winners list must be received by September 15, 2016.
19. **SPONSOR:** Western Digital Technologies, Inc., 951 SanDisk Drive, Milpitas, CA 95035.

The Promotion is not in any way sponsored, endorsed, or administered by, or associated with Twitter Inc.

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