

FUJIFILM North America
FUJIFILM Breathtaking Landscapes Photo Contest
Official Contest Rules

1. **Eligibility.** The FUJIFILM Breathtaking Landscapes Photo Contest (the “Contest”) is open to all residents of Canada, excluding Quebec, and to all residents of the United States except Hawaii, provided that all entrants have reached the age of majority in their province/state (as applicable) at the time of entry. **RESIDENTS OF HAWAII AND QUEBEC ARE NOT ELIGIBLE TO ENTER THIS CONTEST.** Contest is void outside of such areas, and is void in Puerto Rico and where prohibited or restricted by law. Employees and agents of FUJIFILM North America Corporation and FUJIFILM Canada Inc. (“Fujifilm” or the “Sponsor”), and of any respective parent companies, affiliates, subsidiaries, printers, promotional partners, prize suppliers, advertising and promotion agencies, as well as members of their immediate families (defined as spouse, mother, father, sisters, brothers, sons and daughters) and households are ineligible to participate. Anyone involved in the selection of the Contest winners is also ineligible to participate.

2. **Contest Period.** The Contest commences at 11 p.m. (EST) on February 13, 2015 and ends at 11:00 p.m. (EST) on March 31, 2015 (the “Contest Closing Date”). The period during which this Contest is in effect is the “Contest Period.” All entries must be submitted within the Contest Period and received on or before the Contest Closing Date.

3. **How to Enter.** No purchase necessary. There is no fee to enter the Contest. INTERNET ACCESS IS REQUIRED TO ENTER. YOU MAY ENTER USING FREE INTERNET ACCESS AVAILABLE AT LOCAL PUBLIC LIBRARIES AND OTHER PLACES. On the Fujifilm Facebook Fan Page, you will have the opportunity to enter the Contest by completing the on-line entry form and submitting a photo consistent with the Contest photo theme and which meets the other requirements outlined in these Official Contest Rules. You will also be able to enter the Contest through the Contest microsite provided at fujifilm.votigo.com/fbcontests/profiletab/Breathtaking-Landscapes-Photo-Contest. By entering this Contest, you agree to be bound by these Official Contest Rules and the decisions of the Sponsor which shall be final and binding in each instance. **LIMIT ONE (1) ENTRY PER PERSON, PER EMAIL ADDRESS, PER WEEK DURING THE CONTEST PERIOD.** Multiple entry attempts beyond the stated limit will be rejected. Entries without all of the required information blanks completed will be disqualified. In addition, all late, lost, or otherwise incomplete entries are not considered valid entries and shall be disqualified. Any attempt at or form of entry other than as expressly specified in these Official Contest Rules (including but not limited to automated entry) is strictly prohibited and will result in disqualification. No correspondence about Contest submissions will be answered. Each Contest photo entry will undergo a brief, preliminary review by Sponsors. This review is preliminary only, and does not guaranty eligibility. Assuming the entry is not disqualified at this point (due to inappropriate content or failure to meet the required Contest photo theme, for instance), the Contest photo entry will be posted within the application on the Fujifilm facebook page and will immediately become available for fan “rating” or “voting” as described below. **KEEP IN MIND THAT FAN “RATINGS” OR “VOTES FOR” ANY SUBMITTED CONTEST PHOTO WILL HAVE NO BEARING ON THE FINAL JUDGING IN THIS CONTEST.** Contest winners will be selected solely as outlined in these Official Contest Rules.

4. **Submissions.** All Contest entries must be family appropriate and appropriate for all ages. **THE DECISION REGARDING THE APPROPRIATENESS AND ELIGIBILITY OF THE SUBMISSION SHALL BE AT THE SOLE DISCRETION OF THE SPONSORS.** Each photo submitted by you must be an original photo and you must be the photographer. You must also have the permission of any person used as a subject of, or that appears in, any submitted photo and

no submitted photo may contain any material that would infringe upon third party rights if used in advertising. Any permitted, non-digital editing/retouching/ modifying applied to a submitted photo must have been performed by you as the submitting party (subject to the requirement that no digital re-touching or enhancement is permitted, although post processing of RAW files is acceptable) and use of stock photos is not allowed. All submitted photos must not have been previously published or won any previous award. Photo(s) may be taken by any type of camera, but must be submitted digitally in JPEG format with a minimum resolution of 100dpi and a maximum size per photo of 4 megabytes. Proof of your submission is not proof of the Sponsors' receipt and the Sponsors' designated computer will be the official time-keeping device for this Contest.

By entering, you warrant and represent that you are the photographer of the submitted photo(s) and that you have obtained all permission necessary for Sponsors to publish or use your photo(s) in any media worldwide, including, but not limited to, permission from all persons depicted in your photo(s) and from any owner or holder of property, copyrights, trademarks or other rights in materials or other items depicted in your photo(s). You also represent and warrant that no digital re-touching or enhancement of your photo has occurred (post processing of RAW files is acceptable). By entering, you grant a limited, non-exclusive license to Sponsor and its affiliates to post, display, publish and use your entry photo(s) in any form (including in cropped or edited form, as Sponsors deem appropriate and necessary) without further compensation on the Fujifilm Facebook Fan page with other Contest photo entries for "rating" or "voting". Entrant agrees not to submit his or her entry photo(s) for commercial use by a competitor of Sponsor for a period of twelve (12) months from the date of entry in this Contest, and Entrant represents and warrants that his or her entry photo has not been commercially used by a Sponsor competitor within the 12 month period prior to the date of entry. With the exception of the photo submissions (which are licensed to Sponsor as noted above), all entry submissions become the permanent property of the Sponsor. By entering, you also agree to confirm to Sponsor any of the above in writing during the Contest Period or thereafter.

5. **Disqualification of Entries.** Entries may be disqualified if photo(s) contain materials trademarked, copyrighted, used or submitted elsewhere, or any obscene, defamatory or other offensive or inappropriate material as determined by Sponsors in their sole discretion. Sponsors reserve the right to disqualify any entries which Sponsors, at their sole discretion, determine to be inconsistent with their corporate standards, reputation or consumer expectations. Sponsors reserve the right to disqualify any person who attempts to tamper with the Contest, to harass or interfere with any other entrant, or otherwise acts in an inappropriate or unsportsmanlike way, all as determined by Sponsors in their absolute discretion. Submissions shall be void if incomplete, illegible, or if they contain errors or do not comply strictly with all requirements in these Rules.

6. **Prizes.** There is one (1) grand prize to be awarded in connection with this Contest consisting of (i) a trip for two (2) passengers on the Mighty St. Lawrence cruise voyage leaving Quebec City, QC on **June 14, 2015** and arriving St. John's, NL on **June 23, 2015**, and (ii) a Fujifilm X-T1 camera kit (total grand prize value approx. \$22,500 USD; value of cruise approx. \$17,080 USD, value of transportation and accommodations provided approx. \$3,720 USD; and value of X-T1 camera kit approx. \$1,700.00 USD). Referenced cruise dates are not subject to change or flexibility and prize winner (or a third party prize transferee) must take the trip offered. Prize is not subject to a cash equivalent or other substitution except at Sponsor's election. If any prize or prize component becomes unavailable the Sponsor reserves the right to unilaterally substitute a prize or prize component of equal or greater value. The cruise portion of the prize may be transferred by the prize winner to a third party, although a U.S. prize winner will receive all tax documentation and will be responsible for all taxes applicable to the prize awarded. All cruise passengers/ travelers must be age 18+.

Grand Prize Includes: economy airfare for 2 from and to major airport in proximity of prize winner's home address, to Quebec City QC (YQB) and from St. John's NL (YYT) on the date of

the cruise (or the day before, as determined by Sponsor based on prize winner's location), ground transfers from Quebec City airport to applicable hotel and cruise, and from cruise to St. John's airport, cruise expenses for Category 6 Comfort Twin cabin (double occupancy required), one night pre or post hotel accommodation for 2 if required by flight schedule, assuming double occupancy (valid credit card required for hotel check-in, and incidental hotel expenses to be the responsibility of the prize winner), all entry and park fees, team of resource specialists, educational program and pre-departure materials, all shipboard meals, all Zodiac excursions, cruise service charges and port fees. Complete cruise itinerary available at www.adventurecanada.com/trip/mighty-saint-lawrence/.

Grand Prize does not include, and passenger/traveler is responsible for: travel to and from applicable airport near prize winner's home address, mandatory medical / evacuation insurance, personal expenses, additional expenses in the event of delays or Itinerary changes, discretionary tips / gratuities to ship's crew (approximately \$10 - 14 per passenger per day, or a total of \$200 for the cruise), discretionary tips/gratuities to excursion and activity guides and organizations, the cost of obtaining necessary passports, visas or inoculations; if required at Sponsor's election, physician's fees confirming you are fit to travel; alcoholic beverages (onboard and otherwise), travel insurance and any other expenses which are not specifically referenced as being included in the Prize package. Prize is subject to all cruise, airline, hotel and excursion terms and conditions, rules and regulations, and hotel, flight/airline and excursion availability. Prize winner may be required to provide a valid credit card upon cruise check-in for incidental on-board expenses. Specific travel arrangements and all other details relating to prize logistics will be as determined by Sponsor. Any element of the prize which the prize winner does not wish to participate in will be forfeited. No cash value or prize element substitution permitted.

The grand prize winning photo will be uploaded on (i) twitter at @fujiguys.com; and (ii) facebook at www.facebook.com/fujifilmcameras. Allow 4-6 weeks after validation for receipt or arrangement of receipt of prize. You are not the official Contest winner until you have duly received an official notification of your winning status from the judging organization, you are successfully validated, and you have signed and returned the necessary documentation as referenced in these Official Contest Rules.

The judges will select the winning photo (as well as an alternate winning photo) based on the judging criteria outlined in Section 8 of these Official Contest Rules on or about April 10, 2015 at Fujifilm's office located at 600 Suffolk Court, Mississauga, ON, CANADA L5R 4G4. The Contest winner will be contacted by email and subjected to the Contest verification and prize award and acceptance process as described in Section 7 of these Official Contest Rules. The selected winning photo and the Contest winner will be announced on the Fujifilm Facebook Fan Page and on the Contest microsite after award and verification, on or about April 17, 2015.

7. **Odds of Winning.** The odds of winning this Contest depend on the total number of eligible entries received.
8. **Photo Theme; Judging Criteria.** The Contest photo theme is "*Breathtaking Landscapes*" and images received not reflecting that theme will be disqualified. The Judging Criteria of all eligible entries received and their respective weighting shall be: (1) *Exposure* - Image is properly exposed and all pertinent details are visible (15%); (2) *Focus* - Images must be in focus, focal point should be placed on the subject, effective use of shallow depth of field, artistic quality of the out of focus areas of the image (20%); (3) *Framing and Cropping* - Images should be well cropped (i.e.: aspect ratio, rule of thirds & the golden spiral) (15%); (4) *Composition* - Symmetry, asymmetry, and effectively use the foreground and background (25%); and (5) *Artistry* - Images will be judged on overall creativity (25%). Images which have been digitally re-touched or enhanced (beyond post processing of RAW files, which is acceptable) will be disqualified. **Note that although Fujifilm facebook fans shall have the ability to "rate" or "vote for" the photo(s) they "like," on the Fujifilm facebook page, this "rating" or "voting" has no actual bearing on the Contest**

results. The Judges will be the sole determiners of the Contest winners, based on the criteria set forth above.

9. **Selection of Winners.** The Contest judges will select the winning photo from all eligible entries which were submitted within the Contest Period based on the judging criteria above and these Official Contest Rules. However, Fujifilm facebook fans shall have the ability to “like” or to “rate” or otherwise “vote for” any eligible photos entered in this Contest up to once per day, per person, per image, although this “rating” or “voting” has no actual bearing on Contest results.

The winning contestant will be contacted within 24 hours of being selected as a winner, using the email address provided by the entrant at the time of entry. Winner so notified must claim their prize by email reply within 48 hours of notification. If the winning entrant does not respond to the email notification within 48 hours to claim their prize, they will forfeit their prize eligibility and the Grand Prize will be awarded to the selected alternate.

10. **Prize Acceptance.** Before being declared a winner, any Canadian resident must first correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question offered by email within a specified time period. The winner will also be required to complete, execute and return all or some of the following documents: (i) an affidavit confirming the winner’s identification and eligibility, (ii) an assignment of rights to the winning photo entry; and (iii) a Declaration and Release Form (such form, among other things, confirms acceptance of the prize as awarded without substitution, and releases the Sponsors, their parent companies, affiliates, subsidiaries, designees, promotional partners, prize suppliers, and advertising and promotion agencies and their respective directors, officers, employees, representatives and agents (collectively, the “Releasees”) from any liability in connection with the Contest and/or the acceptance and use of the prize). In the event that the prize winner is not of the age of majority, such documentation must be executed by the prize winner’s parent or legal guardian to Sponsor’s satisfaction. In the event the prize winner wishes to transfer the cruise portion of the Grand Prize, Sponsors must be advised of the intention to make such transfer within 10 business days of prize award, and the passengers / travelers will be required to sign various documentation (including a Declaration and Release form satisfactory to Sponsors) prior to the prize transfer being permitted. If any of such documents are not returned within five (5) business days of the date sent, or if any prize notification is returned as non-deliverable or any winner is found to be ineligible or not in compliance with these Official Contest Rules, disqualification may result and Grand Prize may be awarded to the selected alternate. In the event of a dispute as to identity of any online entrant, the actual individual named on the online entry form will be deemed to be the official entrant unless otherwise determined by the Sponsors.

Acceptance of a prize shall constitute permission by the winner for Sponsors to use the winner’s name, entry photo(s), hometown, likeness, photograph, statements or prize information for advertising and publicity purposes worldwide without limitation and without additional compensation, except where prohibited.

The Sponsor, its parent companies, affiliates, subsidiaries, designees and advertising and promotion agencies, promotional partners, prize suppliers, and their respective directors, officers, employees, representatives and agents shall not be responsible for any liability or any injury, loss or damage of any kind to or of any person or property (including, without limitation, death of any person), arising in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of a prize, use of any photo submitted hereunder, participation in any Contest-related activity, or participation in this Contest.

11. **Additional Rules.** Sponsor and its promotional agency, if any, accept no responsibility for any liability, loss, damage or claims caused by or resulting from entrance in the Contest or in connection with the acceptance or use of any prize. The Sponsor and its promotional agency, if any, will not be responsible for lost, misdirected, falsified or delayed entries. The Sponsor does

not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing, electronic or digital errors, lost, late, delayed, stolen, misdirected or garbled mail, entries, data or transmissions, or the omission, interruption, deletion, defect, failures or unavailability of any telephone, PAD, computer lines or networks, electronic communications (including internet uploading or other communications), computer equipment, hardware, software or any combination thereof. Entry materials/data that have been tampered with or altered are void. Without limiting the forgoing, the Sponsor and its promotional agency, if any, shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest including but not limited to any issues resulting from problems with the Contest microsite, the Fujifilm Facebook Fan page, or any applications running thereon, or for any damage to an entrant's computer, telephone or PAD equipment, system, software or any combination thereof, as a result of the entrant's participation in the Contest.

12. **Privacy.** The Sponsor respects your right to privacy. We will only use the information you provide to conduct this Contest and for the related publicity mentioned above, unless you have indicated to the Sponsor that you wish to receive promotional materials on a periodic basis. All contestant information that is entered when signing up for the Contest is stored and saved for purposes of the Contest. Sponsors will use the stored email information to contact Contest winners. As referenced above in these Official Contest Rules, the name of the Grand Prize winner, their home town / location, the submitted photo and any photo name or photo caption will be displayed on the Contest microsite, the Fujifilm Facebook Fan page, and otherwise public interfaces as Sponsors may deem appropriate.
13. **No sponsorship, endorsement or administration by Facebook.** Although Contest entries will be posted on the Fujifilm Facebook Fan page for "voting" or "rating" by fans, this Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Contestants shall be providing information solely to Sponsors pursuant to this Contest, not Facebook. By entering the Contest, each contestant agrees to release Facebook from any liability, loss, damage or claims caused by or resulting from entrance in the Contest.
14. **Modification/Cancellation of Contest.** The Sponsor reserves the right to cancel, terminate, modify, suspend, or interpret in whole or in part, the Contest and these Official Contest Rules for any reason, without liability and without prior notice. Without limiting the foregoing, if, for any reason, the online portion of the Contest is not capable of running as originally planned, such as tampering or infection by computer virus, the Sponsor reserves the right to cancel the Contest. If the integrity of the Contest is compromised in any manner, Sponsor reserves the right to modify the Contest and/or these Official Contest Rules and judge any entries received that are unaffected by the problem. If any prize element becomes unavailable or cost prohibitive, Sponsor reserves the right to identify and a substitute element, or to remove such element without a replacement, at Sponsor's sole discretion. Sponsor shall have the right to interpret and implement all prize elements and all Official Contest Rule provisions as Sponsor determines to be appropriate.
15. **Applicable Law.** This Contest is subject to all federal, provincial, state and municipal laws applicable.
16. **Void Where Prohibited, Availability of Official Contest Rules and Winner's List.** This Contest is void where prohibited. The Official Contest Rules are available throughout the Contest Period on the Fujifilm Facebook Fan Page and at the Contest microsite at fujifilm.votigo.com/fbcontests/profiletab/Breathtaking-Landscapes-Photo-Contest. The name and home town / location of the Contest winner may be obtained by sending a self-addressed, stamped envelope to FUJIFILM Breathtaking Landscapes Photo Contest Winner's List, 600 Suffolk Court, Mississauga, Ontario, CANADA L5R 4G4, by June 30, 2015.