

FUJIFILM North America
“Official Camera of Summer” Photo Contest
Official Contest Rules

- 1. Eligibility.** The following contest (the “Contest”) is open to all permanent residents of Canada and the United States who have reached the age of majority in their province/ state (as applicable). 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 Canada Inc. (“Fujifilm” or the “Sponsor”), and of any respective parent companies, affiliates, subsidiaries, printers, promotion or cross promotion partners, 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 contest winners is also ineligible to participate. Any participant under the age of majority in their province/ state (as applicable) must obtain permission from their parent or legal guardian to enter, and their parent or legal guardian must consent to the collection of their name, address, phone number and age for the purposes of administering the contest and promotion as described below.
- 2. Entrance Period.** The photo contest period (the “Contest Period”) commences at 12 a.m. (EST) on June 10, 2013 and ends at 11 p.m. (EST) on July 7, 2013 (the "Contest Closing Date"). 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 AND A VALID FACEBOOK PROFILE ARE REQUIRED TO ENTER. YOU MAY ENTER USING FREE INTERNET ACCESS AVAILABLE AT LOCAL PUBLIC LIBRARIES AND OTHER PLACES. PROFILES CAN BE CREATED AT FACEBOOK FREE OF CHARGE. In order to enter, contestants must be - or become - a fan of the Fujifilm Facebook Fan Page by clicking "like" on the top right corner of the Fujifilm Facebook Fan Page. On the Fujifilm Facebook fan page, you will be directed to submit your photo(s), in either JPEG or PSD format. Submitted photos must be consistent with the photo theme provided below. By entering this Contest, you agree to be bound by these Official Contest Rules and the decisions of the judges, Sponsor and promotional agency, if any, which shall be final and binding in each instance. The entry of each photo will generate one (1) entry into the contest. **LIMIT ONE (1) ENTRY PER PERSON 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 rules (including but not limited to automated entry) is strictly prohibited and will result in disqualification. No correspondence about submissions will be answered. Once an entrant has entered the contest in accordance with these Official Contest Rules, they are eligible for the prize selection as set out below.
- 4. Prizes.** There is one (1) prize to be awarded. Fujifilm will deliberate to select the winning picture on or about July 22, 2013 in Fujifilm's office located at 600 Suffolk Court, Mississauga, ON, L5R 4G4. The winner will receive a **Fujifilm FinePix XP60 digital camera valued at \$199.95 (CDN)**. A prize winner located in the United States may receive the prize from Fujifilm's affiliate, FUJIFILM North America Corporation. The selected winning picture will be announced on the FUJIFILM Facebook fan page on or about August 12, 2013. One (1) ‘special mention’ may also be awarded to a second photo. In case of a special mention, there is no prize awarded for special mention. The winning photo, and possibly the special mention photo, will be uploaded on the Photo Contest Winners page of Fujifilm's website. Prizes may not be redeemed for cash, substituted or transferred; however, 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. Taxes and any other expenses not listed above are the sole responsibility of winners. Allow 4-6 weeks after validation for receipt or arrangement of receipt of prize. You are not an official Contest winner until you are successfully validated, you have duly received an official notification of your winning status from the judging organization, and you have signed and returned the necessary documentation as referenced below.

5. **Odds of Winning.** The odds of winning one of the prizes in this contest depend on the total number of eligible entries received.

6. **Theme; Judgment Criteria.** The Contest photo theme is as follows “*Summer Fun.*” The Judgment Criteria are: (1) *Exposure* - Image is properly exposed and all pertinent details are visible, (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. (3) *Framing and Cropping* - Images should be well cropped (i.e.: aspect ratio, rule of thirds & the golden spiral), (4) *Composition* - Symmetry, asymmetry, and effectively use the foreground and background and (5) *Artistry* - Images will be judged on overall creativity. ‘Photoshopped’ images will NOT be allowed.

7. **Selection of Winners.** Fujifilm will select the winning picture from all eligible entries which were submitted within the Contest Period based on adherence to the theme provided, the judgment criteria above and the other Official Contest Rules. Fujifilm may also give a ‘special mention’ to a second photo selected from the photos with the highest ratings and number of ratings as determined by fans. Winning entrant 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 another winner will be selected in their place.

8. **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 editing/retouching/ modifying applied to a submitted photo must have been performed by you as the submitting party and use of stock photos is not allowed. All submitted photos must be non-professional and 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 either JPEG or PSD 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). By entering, you grant an unrestricted, irrevocable, 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. 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. All entries 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.

- 8. 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, not legible, or if they contain errors or do not comply strictly with all requirements in these rules.
- 9. Prize Acceptance.** Before being declared a winner, the individual 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 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). If such documents are not returned within ten (10) 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 Rules, disqualification may result and prize may be awarded to a selected alternate for the applicable category. If the event any selected winner is over 18 years of age but is considered a minor as defined by the laws of his/her state or province (as applicable), his/her parent or legal guardian must also sign all required documents. 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 and their respective directors, officers, employees, representatives and agents shall not be responsible for any and all 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, participation in any Contest-related activity, or participation in this Contest.

With respect to any prize winners in the province of Quebec, any litigation respecting the conduct or organization of this contest may be submitted to the Quebec Régie des alcools, des courses et des jeux for a ruling, and any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

- 10. 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 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 foregoing, 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 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.

- 11. 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 participant information that is entered when signing up for the contest is stored and saved. Fuji will use the stored email information to contact contest winners. The participant's facebook user name, photo, photo name, camera type and photo caption will be displayed on the public interface.
- 12. No sponsorship, endorsement or administration by Facebook.** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants shall be providing information solely to Fujifilm, its promotional agency and/or its affiliates, as applicable, pursuant to this Contest, not Facebook. By entering the Contest, each entrant agrees to release Facebook from any liability, loss, damage or claims caused by or resulting from entrance in the Contest.
- 13. Modification/Cancellation of Contest.** The Sponsor reserves the right to cancel, terminate, modify, or suspend, in whole or in part, the Contest for any reason and 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 integrity of Contest is compromised in any manner, Sponsors reserve the right to modify Contest and judge entries received that are unaffected by the problem.
- 14. Applicable law.** This contest is subject to all federal, provincial, state and municipal laws applicable.
- 15. Void Where Prohibited and Availability of Official Contest Rules.** This Contest is void where prohibited. The Official Contest Rules are available throughout the Contest Period on the Fujifilm Facebook Fan Page.