

**“South Carolina Festival of Flowers” Photo Contest
Official Contest Rules**

NO PURCHASE NECESSARY TO ENTER OR TO WIN!

1. **Eligibility.** The “South Carolina Festival of Flowers” Photo Contest (the “Contest”) is open to all permanent residents of the states of South Carolina, North Carolina, Georgia, Florida, and Tennessee (and only such states) who have reached the applicable age of majority in their respective state and who are NOT professional photographers. Contest is void outside of such areas, and is void where prohibited or restricted by law. Employees and agents of FUJIFILM Manufacturing U.S.A., Inc., South Carolina Festival of Flowers (collectively, the “Sponsor”), and of any respective parent companies, affiliates, subsidiaries, 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.
2. **Contest Period.** The period during which this Contest is in effect (the “Contest Period”) commences at 11 a.m. (EST) on May 1, 2014 and ends at 12 a.m. (EST) on May 31, 2014 (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 North America Facebook Fan Page located at <https://www.facebook.com/FujifilmNorthAmerica> by clicking “like” on the top right corner of that page. On the FUJIFILM Facebook fan page, click the “South Carolina Festival of Flowers Photo Contest” link/button in the newsfeed section to be directed to the Contest Entry Form. On the Contest Entry Form, you will be required to enter your name, date of birth, email address, city and state of residence, zip code, and phone number. You will also be required to certify that you have read and agree to these Official Rules, and the Fujifilm Privacy Policy and Terms of Use. In addition, you will be given the opportunity to “opt in” to receive promotional emails and materials from the Fujifilm companies. If you do not wish to receive such emails and materials, do not check the applicable box referencing such promotional contacts.

On the Entry Form, you will be required to identify which category you wish your attached photo entry to be entered in. There are three (3) separate categories of judging in this Contest: An “Advanced – Color” category, which is the category into which the more accomplished, non-professional photographers should submit their color photographs (and note that the images submitted into this category must be entirely in color); an “Advanced – Black & White” category, which is the category into which the more accomplished, non-professional photographers should submit their black and white photographs (and note that the images submitted into this category must be entirely black and white); and an “Amateur” category, which is the category into which the less

experienced, novice, non-professional photographers should submit their entries (and note that the images submitted into this category may be either in color or in black and white). All photos submitted must be attached in either gif, jpeg, or jpg format, and must not exceed 50 megabytes in size. You will have the option of including a description of your submitted photo upon attachment; the description is not required and is not part of the entry submission. **LIMIT FIVE (5) ENTRIES PER PERSON, PER EMAIL ADDRESS, IN EACH CONTEST CATEGORY DURING THE CONTEST PERIOD.** The same photo may be entered into multiple categories as long as it meets the criteria for such category (i.e. a black and white image may not be submitted for entry into the Advanced-Color category, for instance).

Submitted photos must be consistent with the Contest photo theme “*Flower Power.*” By entering this Contest, you agree to be bound by these Official Contest Rules and the decisions of the judges, Sponsor and its promotional agency, if any, which shall be final and binding in each instance. Entries without all of the required information blanks completed, which do not meet the category requirements, which exceed the photo size limitations, or which otherwise do not meet these Official Rules, 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 submissions will be answered. Once an entrant has entered the Contest in accordance with these Official Contest Rules, he or she will be eligible for consideration for prize selection as set out below.

All photo entries will be able to be viewed on the Contest Entry Form under a “View Photos” button. Your submitted entry, with description and your first and last name, will be automatically posted and will be available for viewing by anyone clicking on the “View Photos” button. You agree to this posting and the use of your name and provided description in this manner by submitting an entry into the Contest.

4. **Submissions.** All Contest entries will become the sole property of Sponsors upon submission and will not be returned to you. **By submitting a photo entry, you grant to Sponsors an unrestricted, irrevocable, non-exclusive right and license (with right of assignment and sublicense) to use the submitted photo(s) for promotional purposes in connection with the Contest, future contests, and other promotional purposes of Sponsor and/or their affiliates and customers, in all media, as determined by Sponsor from time to time (including without limitation in connection with Sponsor’s products, services and organization) for a period of 24 months from the date of Sponsor’s first commercial use of any particular photo, without further compensation.** All submitted photos 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. You agree to provide confirmation of this upon request. In the event that you have not obtained the necessary permissions of any person used as a subject of, or that appears in, your photo, then you will be disqualified from this Contest. 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. 'Photo shopped' images will NOT be allowed. All submitted photos must not have been previously published, submitted in any other photo contest, or won any previous award. Photo(s) may be taken with any type of camera. 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). Each 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.

5. **Judging Criteria.** The Judging Criteria (each of which will be weighted 20%) 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.
6. **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.
7. **Prizes.** The following prizes will be awarded across 3 categories:

I. Advanced Color Category:

1st Place (1 prize awarded)- FUJIFILM X-S1 digital camera with an 8 GB SDHC class 10 memory card (ARV: \$724.94);

2nd Place (1 prize awarded) - \$300;

3rd Place (1 prize awarded) - \$200.

II. Advanced Black and White Category:

1st Place (1 prize awarded) - FUJIFILM X-S1 digital camera with an 8 GB SDHC class 10 memory card (ARV: \$724.94);

2nd Place (1 prize awarded) - \$300;

3rd Place (1 prize awarded) - \$200.

III. Amateur Category:

1st Place (1 prize awarded) - FUJIFILM FinePix XP70 digital camera plus an 8 GB SDHC class 10 memory card (ARV \$254.94);

2nd Place (1 prize awarded) - \$150;

3rd Place (1 prize awarded) - \$100.

Total ARV of all prizes to be awarded in connection with the Contest: \$2,954.82

Limit 1 prize per person and per email address. Sponsors' judges will select the winners on or about June 6, 2014. The selected winning photos will be announced on the FUJIFILM North America Facebook fan page upon completion of prize verification. 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 Sponsor, and you have signed and returned the necessary documentation as referenced below.

Numerous "Honorable Mention" designations may also be awarded by the Judges (at their discretion) in any given category of entry. No prizes will be awarded for "Honorable Mention" designations. All photo entries submitted by the prize winners, and at Sponsor's option, certain Honorable Mention photo(s), will be uploaded on the Photo Contest Winners page of Fujifilm's website at <https://www.facebook.com/FujifilmNorthAmerica>, or at a link originating therefrom.

In addition, up to 300 Contest photo entries will be selected across all categories of entry for printing and exhibiting by Sponsor (at Sponsor's expense) at the Greenwood, South Carolina Mall (the "Exhibit") beginning on or about June 16, 2014, and ending on or about June 22, 2014. Entrants whose photo is selected for the Exhibit may be required to submit electronic files suitable for the printing process. By entering the Contest, each entrant agrees to the use of his/her submitted photo in this manner (without compensation of any nature), and agrees that if his/her entered photo is selected for this purpose, his or her first initial and last name and city and state ("Personal Info") may appear along with the photo if and when the photo is used in connection with the Exhibit during this period. Each entrant further acknowledges and agrees that his/her submitted photo and Personal

Info may be promotionally associated with Sponsor, the Contest and/or Sponsor's logos or trademarks in connection with the Exhibit in the event his/her Contest photo entry(ies) is selected for such purpose.

8. **Odds of Winning.** The odds of winning one of the prizes in this Contest depend on the total number of eligible entries received in each respective category. Each category of entry will be judged separately.
9. **Selection of Winners.** A judging panel of at least 3 judges will be established by Sponsor to judge the entries received in each category. The judges will select the winning images from all eligible entries received in each category within the Contest Period based on adherence to the theme provided, the judgment criteria above and these Official Contest Rules. Alternate winners will be selected. Winning entrants will be contacted within 48 hours of being selected as a winner, by email or phone using the information provided by the entrant on the Contest Entry Form at the time of entry. Winners so notified must acknowledge their selection as a winner by reply within 48 hours of notification. If any selected winning entrant does not respond to the notification within 48 hours, he or she will forfeit the applicable prize eligibility and the selected alternate winner will be notified in their place.
10. **Prize Acceptance.** The winners will each be required to complete, execute and return all or some of the following document(s): (i) an affidavit confirming the winner's identification and eligibility, (ii) an acknowledgement / confirmation of 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. 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.

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, use of the entrant's photo submission(s), 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 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.

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 in these Contest Rules, 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. Fujifilm will use the stored email information to contact contest winners.
13. **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 the Sponsors, their promotional agency and/or their 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.
14. **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.
15. **Applicable law.** This Contest is subject to all federal, state and municipal laws applicable. The laws of the state of South Carolina will govern this Contest.
16. **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. You may also obtain a copy of the Official Contest Rules through the Contest Closing Date by sending a self-addressed stamped envelope ("SASE") to "South Carolina Festival of Flowers Photo Contest" Rules Request, c/o FUJIFILM Manufacturing U.S.A., Inc. Public Relations Department, 211 Puckett Ferry Rd., Greenwood, SC 29649; or a list of prize winners through July 31, 2014 by sending a SASE to "South Carolina Festival of Flowers Photo Contest" Prize Winner Request, at the same address.