

## FUJIFILM 2019 "PRINT LIFE PHOTO EXHIBITION" SWEEPSTAKES

### OFFICIAL SWEEPSTAKES RULES

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** These Official Sweepstakes Rules will be made available at all times during the Entry Period (as defined herein) at <http://www.PrintLifeSweepstakes.com>

**ELIGIBILITY.** The FUJIFILM 2019 "Print Life Photo Exhibition" Sweepstakes (the "Sweepstakes") is conducted by FUJIFILM North America Corporation ("FNAC") and is open only to U.S. residents, who are 18 years of age or older at any time during the period 12:01 a.m. EST on May 27, 2019 through 11:59 p.m. on August 31, 2019 (the "Entry Period"). Note that all employees of FNAC or its parent and affiliated companies are eligible and encouraged to participate, other than the specific employees of FNAC or its parent and affiliated companies and their third party agencies that are specifically involved in the development, production, implementation, administration or fulfillment of the Sweepstakes. Void in Canada (including in Quebec), in Puerto Rico, and wherever prohibited by law. Sweepstakes is subject to all applicable laws.

**HOW TO ENTER.** Navigate to <http://www.PrintLifeSweepstakes.com> during the Entry Period to enter into the Sweepstakes. Complete all the personal entry information requested on the Sweepstakes Registration and Entry Form, including name, address, city, state, zip code, phone number, email address and confirmation of age eligibility. **YOU MAY SUBMIT UP TO THREE (3) ENTRIES DURING THE ENTRY PERIOD, BUT ONLY THE FIRST 13,640 ELIGIBLE ENTRIES RECEIVED (THE "MAXIMUM NUMBER OF PERMITTED ENTRIES") WILL BE ENTERED INTO THIS SWEEPSTAKES. LIMIT THREE (3) ENTRIES PER PERSON, PER EMAIL ADDRESS DURING THE ENTRY PERIOD, SUBJECT TO THE MAXIMUM NUMBER OF PERMITTED ENTRIES. A separate Sweepstakes Registration and Entry Form must be completed for each entry.**

**NOTE THAT SUBMISSION OF A PHOTO WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE IN THIS SWEEPSTAKES.** After clicking your acknowledgement and agreement to these Official Sweepstakes Rules and the FUJIFILM Holdings America Corporation Terms of Use and Privacy Policy, at your option, click on the link to upload one photograph of your choice per entry in high resolution form (jpg, png, gif (300 DPI) (8" x 8" photo preferred). A photo title and description is required to be provided at the time of any photograph upload. Limit three (3) entries, and a total of three (3) uploaded photos per person and per email address during the Entry Period, SUBJECT TO THE MAXIMUM NUMBER OF PERMITTED ENTRIES. The registration information and the entry photo you provide with it will be shared with FNAC Marketing and with FUJIFILM Corporation. Such information and photos will be used solely in connection with this Sweepstakes and with the posting, display and use of the photos as described herein.

To enter this Sweepstakes without submitting a photographic image, simply fill out a 3" x 5" index card with your name, address, city, state, zip code, phone number, email address and the statement "I hereby confirm I am at least 18 years of age as of this date of entry," and then mail the index card to FUJIFILM 2019 "PRINT LIFE PHOTO EXHIBITION" Sweepstakes Alternative Entry, PO Box 735, North Branford, CT 06471, for receipt during the Entry Period. Limit 3 entries per person, per email address as noted above, SUBJECT TO THE MINIMUM NUMBER OF PERMITTED ENTRIES. All submitted entries (not including any photo submitted therewith) become the property of FNAC and will not be returned.

Proof of submission of an entry shall not be deemed proof of receipt by FNAC. By participating, you agree to these Official Sweepstakes Rules. Only entries received during an applicable Sweepstakes Entry Period and which include a fully completed Registration and Entry Form or alternative index card entry, are fully compliant with these Official Sweepstakes Rules and constitute valid entries.

**REQUIREMENTS OF SUBMITTED PHOTOS.** Each photograph submitted must be in JPEG (.jpg, .jpeg or .jpe), PNG or GIF (300 DPI) format; (8"x10" photo preferred), and only one photo may accompany each Sweepstakes registration and Entry Form submitted. Photo submissions are subject to the MAXIMUM NUMBER OF PERMITTED ENTRIES. The photo submission may reflect any topic or subject matter, but must be the original work of the entrant, and must depict the original photographic creation of the entrant. The photo submission(s) must not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other

rights of any person or entity. The photo submission(s) and its title and description may not contain, as determined by FNAC, in its sole discretion, any content that:

- Is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group; appears to duplicate any other submitted photo entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others; contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media);
- Contains materials embodying the names, likenesses, or other indicia identifying any famous person, including, without limitation, celebrities and/or other public figures, living or dead;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which FNAC and/or FUJIFILM Corporation wishes to associate; and/or
- Violates any law.

Photo submissions that contain any of the above content are subject to immediate rejection. FNAC reserves the right to take all necessary measures to remove any given photo as appropriate in any given instance, and/or to change any photo submission title or description provided in connection with any photo, at any time and for any reason. If the photo submission(s) contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the submitter is responsible for obtaining, prior to submission of the photo(s) into this Sweepstakes, any and all releases and consents necessary to permit the use and exhibition of the photo(s) by FNAC and FUJIFILM Corporation in the manner set forth in these Official Sweepstakes Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in (or is the parent or guardian of, as applicable, if a minor appears in or is identifiable in) the photo entry(ies). FNAC reserves the right to request proof of these permissions in a form acceptable to FNAC from any submitter at any time, and to undertake measures to remove posting or publication of any given photo(s) pending receipt of such proof.

**DISPLAY OF, AND USAGE RIGHTS RELATING TO, SUBMITTED PHOTOS.** All eligible entry photo submissions (subject to the MAXIMUM NUMBER OF PERMITTED ENTRIES) will be available for viewing at <http://www.PrintLifeSweepstakes.com> and may be displayed in 8" x 8" size or in a medium and format as otherwise determined by Fujifilm at Grand Central Terminal at the 2019 Fujifilm Print Life Photo Exhibit commencing in Vanderbilt Hall on or about October 16, 2019 and running through October 20, 2019. Such submitted photos will be displayed in random fashion, with the order of entry photos submitted regularly shuffled and with new submitted photos regularly added as received. By participating in this Sweepstakes and submitting a photo(s), you hereby grant FNAC and its parent and affiliated companies (including without limitation, FUJIFILM Corporation) the limited, worldwide, non-exclusive, royalty-free, perpetual, unconditional right and license to display and publish your submitted photo(s), as well as the title/caption you have assigned to it, at <http://www.PrintLifeSweepstakes.com>, during the submitted Entry Period and thereafter in its submitted form, and in edited, cropped, or touched up form, on-line, in social media and in printed form at FNAC's and its parent and affiliated companies' office location(s), alone or with other photographic images, at various trade and photographic shows, in various photographic image galleries, at the Fujifilm Wonder Photo Shop NYC and otherwise if and as FNAC and/or its parent and affiliated companies may deem appropriate, without compensation or further notice to you. Your name (first name and last initial only), and photo caption may be disclosed along with any such printed display of your submitted photo(s), and you hereby consent and authorize FNAC and its parent and affiliated companies to use such name, city and state in such manner. Notwithstanding this, no use of your entry photo(s) to directly advertise or promote FUJIFILM products will be made without your prior written consent. You will remain the sole owner of your submitted photo(s) at all times. Note that determinations as to on-line, social media or printed photo gallery postings or display will be made by FNAC and its parent and affiliated companies at their sole discretion and will

be based a large number of factors. Not every photo submitted in connection with this Sweepstakes will be further used / published / displayed after the applicable Entry Periods and completion of the Sweepstakes. Submitters will not receive a copy of any print made by FNAC or its parent or affiliated companies of any photo(s) submitted in connection with this Sweepstakes.

**SELECTION OF WINNERS.** The winners of this Sweepstakes will be selected at random based upon all eligible and valid entries received during and otherwise applicable to the Entry Period, subject to the MAXIMUM NUMBER OF PERMITTED ENTRIES. The photographic submissions shall have no bearing in terms of the selection of winners of this Sweepstakes, and the photographs shall not be considered in selecting the prize winners. Odds of winning depend upon the number of eligible and valid entries received and applicable to the Entry Period, but will not exceed 51 in 13,680. A total of fifty-one (51) prize winners, plus alternate prize winners, will be randomly selected on or about 5:00 p.m. on or about September 13, 2019 from all eligible and valid entries applicable to the Entry Period (subject to the MAXIMUM NUMBER OF PERMITTED ENTRIES), at FNAC's headquarters at 200 Summit Lake Drive, Valhalla, NY 10595. Limit one (1) prize per person.

**PRIZES.** A total of fifty-one (51) prize winners will be randomly selected in connection with this Sweepstakes.

(1) Grand Prize – X-T30 BODY with XC15-45MM LENS KIT, SILVER. ARV: \$999.99

(25) First Prizes – 16" x 20" Gallery Wrapped Canvas print of the provided photo of your choice ARV: \$89.99

(25) Second Prizes – INSTAX Mini 9 Clear (in Clear Yellow) ARV: \$69.95

TOTAL ARV of all prizes offered in connection with this Sweepstakes: \$4,998.45

Limit one (1) prize per person, per entrant, and per email address in this Sweepstakes. Prizes are awarded "as is" without any warranty or guarantee, either express or implied, other than any limited warranty that may be contained within the product packaging of any product awarded. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses related to prize acceptance and use not expressly stated as being provided are the responsibility of the winner. No transfer of prize will be permitted. No cash equivalent or substitution of prize is offered, except at the sole discretion of the FNAC. If a prize, or any portion thereof, cannot be awarded for any reason, FNAC reserves the right to substitute the applicable prize with another prize of comparable or greater value. All prize details are at FNAC's sole discretion.

**WINNER NOTIFICATION / VERIFICATION.** Potential winners will be notified by FNAC by email and/or by phone upon completion of the random drawing at close of the Entry Period as referenced. FNAC's inability to contact a potential winner, the non-compliance by a potential winner with the Official Sweepstakes Rules, or any entrant's failure to respond with any required information during the requested time frame will result in the potential prize winner being disqualified, and the prize will be awarded to a randomly selected alternative. FNAC is not responsible for unsuccessful efforts to notify a potential winner. Prizes will be shipped within 6-8 weeks from the date of completion of the winner verification process. Prize winners may at FNAC's option be required to execute an Affidavit and Liability Release, and to provide their social security number or other tax identification number as a condition to receiving the prize. Taxes are the sole responsibility of the prize winners.

**GENERAL CONDITIONS:** By participating, entrants agree to abide by these Official Sweepstakes Rules, which are final and binding in all respects. In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, FNAC may, in its sole discretion suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Sweepstakes Rules, or to terminate the Sweepstakes without awarding any prizes. FNAC reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Sweepstakes Rules or in an unsportsmanlike or disruptive manner and void all associated entries. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR APPLICATION OR OTHERWISE CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, SHOULD SUCH AN ATTEMPT BE MADE, FNAC RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK ANY AND ALL AVAILABLE REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. FAILURE BY FNAC TO ENFORCE ANY

PROVISION OF THESE OFFICIAL SWEEPSTAKES RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

**LIMITATION OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by FNAC, FUJIFILM Corporation or its subsidiaries and affiliates (“Released Parties”) from your entry in, or attempt to participate (as a voter or entrant) in, the Sweepstakes. FNAC is not responsible for any typographical errors in the announcement of the prizes or these Official Sweepstakes Rules. The Released Parties are not responsible for lost, late, misdirected, incomplete, or non-delivered entries, downloads or registrations; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. By participating in the Sweepstakes, each entrant agrees that he/she is releasing the Released Parties from any and all claims, damages or liabilities arising from or relating to such entrant’s participation in the Sweepstakes.

**ARBITRATION:** Except where prohibited by law, as a condition of participating in this Sweepstakes, each entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA New York regional office; (2) the U.S. Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes Rules, or the rights and obligations of the entrant and FNAC in connection with the Sweepstakes or any photo submitted in connection herewith, shall be governed by and construed in accordance with these Official Sweepstakes Rules and the substantive laws of the State of New York, USA.

**WINNERS’ LIST:** Available after September 20, 2019: For complete list of Sweepstakes prize winners, send a self-addressed stamped envelope by October 31, 2019 to: FUJIFILM 2019 “PRINT LIFE PHOTO EXHIBITION” Sweepstakes Winner’s List, 200 Summit Lake Drive, Valhalla, New York 10595.