

- 1. The promoter is FUJIFILM UK Limited t/a myFUJIFILM ("Fujifilm") whose registered office is at Fujifilm House, Whitbread Way, Bedford, Bedfordshire MK42 0ZE
- 2. Each weekly competition is open to residents of the United Kingdom aged 18 years or over, except staff of Fujifilm, their close relatives and anyone otherwise connected with the organisation or managing of the competition.
- 3. All entrants must have internet access and an Instagram account in order to enter these competitions. There is no entry fee and no purchase is necessary to enter these competitions.
- 4. By entering any weekly competition, the entrant is indicating his/her agreement to be bound by these terms and conditions, and agrees for their content to be used on Fujifilm's social channels.
- 5. Details to enter the competitions including weekly competition opening and closing times, can also be found on the Instagram post here {insert link}, and the competitions will be run on Instagram only.
- 6. There are six weekly competitions as follows:
  - (a) Week One starting at midnight on 04/11/22 and finishing at 11.59pm on 11/11/22;
  - (b) Week Two starting at midnight on 11/11/22 and finishing at 11.59pm on 18/11/22;
  - (c) Week Three starting at midnight on 18/11/22 and finishing at 11.59pm on 25/11/22
  - (d) Week Four starting at midnight on 25/11/22 and finishing at 11.59pm on 02/12/22
  - (e) Week Five starting at midnight on 02/11/22 and finishing at 11.59pm on 09/12/22
  - (f) Week Six starting at midnight on 09/11/22 and finishing at 11.59pm on 16/12/22
  - Any entries received after 11.59pm on 16/12/22 will not be accepted.
- 7. All entries must be posted to Instagram using #AMillionMoments or #myFUJIFILM
- 8. Entrants can enter each competition as many times as they want. In entering these competitions, entrants confirm that they are eligible to do so and eligible to claim any prize they may win. Fujifilm may require entrants to provide proof that they are eligible to enter these competitions.
- 9. Fujifilm will not accept competition entries that are:
  - (a) automatically generated by computer;
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete.
- 10. Fujifilm will **not** accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 11. Fujifilm reserves all rights, at its sole discretion, to disqualify entrants if their conduct is contrary to the spirit or intention of the competitions or if there is any reason to believe that there has been a breach of these terms and conditions.
- 12. Fujifilm reserves the right to cancel or amend the competitions and these terms and conditions without notice. Any changes to the competitions will be notified to entrants as soon as possible by Fujifilm.
- 13. Fujifilm is not responsible for inaccurate prize details supplied to any entrant by any third party connected with these competitions.



- 14. There are six weekly prizes (i.e. 16 prizes in all across the six weekly competitions). Each prize is a £50 myFUJIFILM gift card the prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. The prizes are supplied by Fujifilm. Fujifilm reserves the right to replace the prizes with alternative prizes of equal or higher value if circumstances beyond Fujifilm's control make it necessary to do so.
- 15. The six weekly competition winners each week will be selected at random via the random number generator available at <a href="https://www.random.org/">https://www.random.org/</a>.
- 16. Winners will be notified via Instagram DM by Fujifilm only, within 3 days of the closing date. At point of winner notification, each winner will be asked to supply a valid email address to which Fujifilm can send further information relating to the prize. If the winners cannot be contacted or do not claim the prize within 72 hours, Fujifilm reserve the right to withdraw the prize from such winner(s) and pick a replacement. Fujifilm does not accept any responsibility if a winner is not able to take up a prize.
- 17. For all competitions, entrants must be following @fujifilmuk on Instagram to be eligible to enter.
- 18. Fujifilm's decision in respect of all matters to do with the competitions will be final.
- 19. The winners agree to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winners or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior consent. Save as otherwise provided in these terms and conditions, Fujifilm will only process an entrants' personal information as set out in the myFUJIFILM privacy policy which is available at www.myfujifilm.co.uk/pages/privacy-policy
- 20. The winners' names will be available 14 days after each closing date by emailing the following address: <u>myfujifilm\_uk@fujifilm.com</u>.
- 21. Insofar as is permitted by law, Fujifilm, its agents or distributors will not in any circumstances be responsible or liable to compensate any winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, except where it is caused by the negligence of Fujifilm, its agents or distributors or that of their staff. Your statutory rights are not affected.
- 22. These competitions are in no way endorsed, administered, or sponsored by Instagram. Entrant are providing their information to Fujifilm and not to any other party.
- 23. All competition entries and any accompanying material submitted to Fujifilm will become the property of Fujifilm on receipt.
- 24. By an entrant submitting their competition entry and any accompanying material, they agree to:
  - (a) assign to Fujifilm all your intellectual property rights with full title guarantee; and

(b) waive all moral rights, in and to their competition entry and otherwise arising in connection with their entry to which they may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

25. Each entrant agrees that Fujifilm may, but is not required to, make their entry available on any Fujifilm website or any social media channel or in any other media, whether now known or invented in the future, and in connection with any publicity of the competition. Each entrant agrees to grant Fujifilm a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.



26. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

## **BIG PRIZE**

- 1. The promoter is: FUJIFILM UK Limited t/a myFUJIFILM ("Fujifilm") whose registered office is at Fujifilm House, Whitbread Way, Bedford, Bedfordshire MK42 0ZE
- 2. The competition is open to residents of the United Kingdom aged 18 years or over, except staff of Fujifilm, their close relatives and anyone otherwise connected with the organisation or judging of the competition.
- 3. All entrants must have internet access and an Instagram account in order to enter the competition. There is no entry fee and no purchase is necessary to enter this competition.
- 4. By entering this competition, the entrant is indicating his/her agreement to be bound by these terms and conditions, and agrees for their content to be used on the Fujifilm social channels.
- 5. Details to enter the competition including competition opening and closing times, can be found on the Instagram post, and the competition will be run on Instagram only.
- This is a one-off competition that will start on 04/11/2022 and close at 11.59pm on 16/12/22. Any entries received after the stated time will not be accepted.
- 7. All entries must be posted to Instagram using #AMillionMoments or #myFUJIFILM
- Entrants can enter the competition as many times as they want. In entering the competition, entrants confirm that they are eligible to do so and eligible to claim any prize they may win.
  Fujifilm may require entrants to provide proof that they are eligible to enter the competition.
- 9. Fujifilm will not accept competition entries that are:
  - (a) automatically generated by computer;
  - (b) completed by third parties or in bulk;
  - (c) illegible, have been altered, reconstructed, forged or tampered with; or (d) incomplete.
- 10. Fujifilm will **not** accept responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.
- 11. Fujifilm reserves all rights, at its sole discretion, to disqualify entrants if their conduct is contrary to the spirit or intention of the competitions or if there is any reason to believe that there has been a breach of these terms and conditions.
- 12. Fujifilm reserves the right to cancel or amend the competition and these terms and conditions without notice. Any changes to the competition will be notified to entrants as soon as possible by Fujifilm.
- 13. Fujifilm is not responsible for inaccurate prize details supplied to any entrant by any third party connected with the competition.
- 14. There are 5 prizes. Each prize is a £1,000 trip to Center Parcs, a family photoshoot, and being one of the faces of the #AMillionMoments campaign the prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. The prizes are supplied by Fujifilm. Fujifilm reserves the right to replace the prizes with alternative prizes of equal or higher value if circumstances beyond Fujifilm's control make it necessary to do so.



- 15. The 5 prize winners will be chosen by a judging panel appointed by Fujifilm. The judging panel will comprise [two] independent photography experts and one Fujifilm employee. The winning entries will be those photographs which, in the opinion of the panel, are the most creative, original and well-composed. All entries will be reviewed by the judging panel who will then come up with a shortlist of 20 x entries. Each of the above 3 criteria will then be adjudicated for each of the 20 entries individually using a rating of 1-5 per criteria to generate a total score per entry which will determine the 5 winners. The decision made by the judging panel is final and binding on all participants. No correspondence will be entered into.
- 16. Winners will be notified via Instagram DM by Fujifilm only, within 14 days of the closing date. At point of winner notification, each winner will be asked to supply a valid email address to which Fujifilm can send further information relating to the prize. If the winners cannot be contacted or do not claim the prize within 72 hours, Fujifilm reserve the right to withdraw the prize from such winner(s) and pick a replacement. Fujifilm does not accept any responsibility if a winner is not able to take up a prize.
- 17. For this competition, entrants must be following @fujifilmuk on Instagram to be eligible to enter.
- 18. Fujifilm's decision in respect of all matters to do with the competition will be final.
- 19. The winners agrees to the use of his/her name and image in any publicity material, as well as their entry. Any personal data relating to the winners or any other entrants will be used solely in accordance with current UK data protection legislation and will not be disclosed to a third party without the entrant's prior consent. Save as otherwise provided in these terms and conditions, Fujifilm will only process an entrant's personal information as set out in the myFUJIFILM privacy policy which is available at <a href="https://myfujifilm.co.uk/pages/privacypolicy">https://myfujifilm.co.uk/pages/privacypolicy</a>.
- 20. The winners' names will be available 14 days after closing date by emailing the following address: <u>myfujifilm\_uk@fujifilm.com</u>.
- 21. Insofar as is permitted by law, Fujifilm, its agents or distributors will not in any circumstances be responsible or liable to compensate any winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize, except where it is caused by the negligence of Fujifilm, its agents or distributors or that of their staff. Your statutory rights are not affected.
- 22. This competition is in no way endorsed, administered, or sponsored by Instagram. Entrants are providing their information to Fujifilm and not to any other party.
- 23. All competition entries and any accompanying material submitted to Fujifilm will become the property of Fujifilm on receipt.
- 24. By an entrant submitting their competition entry and any accompanying material, they agree to:
  - (a) assign to Fujifilm all your intellectual property rights with full title guarantee; and
  - (b) waive all moral rights,

in and to their competition entry and otherwise arising in connection with their entry to which they may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

25. Each entrant agrees that Fujifilm may, but is not required to, make their entry available on any Fujifilm website or any social media channel or in any other media, whether now known or invented in the future, and in connection with any publicity of the competition. Each entrant agrees to grant Fujifilm a non-exclusive, worldwide, irrevocable licence, for the full



period of any intellectual property rights in the competition entry, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry for such purposes.

26. These terms and conditions shall be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.