

FUJIFILM Canada Inc.

**FUJIFILM Win Back Your Purchase Price Draw
Official Contest Rules (the "Official Contest Rules" or the "Rules")**

Commencement date of the Contest Term: July 1, 2015

- 1. Eligibility.** The FUJIFILM Camera Win Back Your Purchase Price Draw (the "Contest") is open to all residents of Canada provided that all entrants have reached the age of majority in their province (as applicable) at the time of entry. Contest is void outside of such areas. Employees and agents of 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; Contest Term.** Each contest period (each, a "Contest Period") begins at 12:00 a.m. on the first of the applicable calendar month and end at 11:59 p.m. on the last day of the applicable calendar month (the "Contest Period Closing Date"). All entries for a particular drawing must be submitted within the Contest Period immediately preceding the drawing date and received on or before the applicable Contest Period Closing Date. The period during which this Contest is in effect, i.e., from the first Contest Period to the last, is the "Contest Term." As of the date of these Official Contest Rules, the Contest Term will commence on the Commencement Date and is expected to end on May 31, 2018.
- 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 registration portal (located at www.registermyfuji.ca), you will have the opportunity to enter the Contest by completing the on-line registration form for your Fujifilm camera or lens purchase and by otherwise meeting the other requirements outlined in these Official Contest Rules ("**On-line Entry**"). Only FinePix and X-Series cameras or XF/XC lenses purchased in Canada shall qualify and may be submitted. You will also be able to enter the Contest through the manual submission, by regular mail, of an index card with your name, address, phone number, functional email address and the text "Submission for FUJIFILM Camera Win Back Your Purchase Price draw" (a "**Manual Entry**"). In the case of a Manual Entry, your entry will be deemed to have been submitted during the Contest Period within which the card was reviewed by the applicable personnel at Fujifilm. By entering this Contest, you agree to be bound by these Official Contest Rules and that the decisions of the Sponsor which shall be final and binding in each instance. In the event of an On-Line Entry, there is a **LIMIT OF ONE (1) ENTRY PER CAMERA or LENS. In the event of a Manual Entry, there is a LIMIT OF ONE ENTRY PER PERSON, for the duration of the Contract Term.** 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. Contest winners will be selected solely as outlined in these Official Contest Rules.
- 4. Submissions.** THE DECISION REGARDING THE ELIGIBILITY OF THE SUBMISSION SHALL BE AT THE SOLE DISCRETION OF THE SPONSORS. Proof of your submission is not

proof of the Sponsors' receipt and the Sponsors' records and designated computer will be the official time-keeping device for this Contest.

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.** Sponsors reserve the right to disqualify any entries which Sponsors, at their sole discretion, determine to be inconsistent with their corporate standards, reputation and/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. **Prize.** One (1) prize will be awarded each month, with the award recipient selected from those entrants who submitted their entries within the immediately preceding Contest Period (the "Prize"). In the case of On-line Entry, the Prize shall be the amount of cash (\$CDN) paid by the award recipient for the camera or lens which was registered in the applicable Contest Period. The cash awarded shall include the taxes paid by such award recipient for the camera or lens purchase as shown on receipt. Receipt documentation in a form acceptable to Fujifilm shall be required. In the case of a Manual Entry, the Prize shall be cash (\$CDN) in amount equaling the highest MSRP for a Fujifilm digital camera or lens offered in Canada during the applicable Contest Period.

Prize is not subject to substitution except at Sponsor's election. The Sponsor reserves the right to unilaterally substitute a prize or prize component of equal or greater value. 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, 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 entrant based on the criteria outlined herein on or about the third day following the immediately preceding Contest Period 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 Sections 8 and 9 of these Official Contest Rules. The Contest winner may be announced on the Fujifilm Facebook Fan Page and/or the Fujifilm camera registration portal (located at www.registermyfuji.ca) after award and verification, on or about the tenth (10th) of the month immediately following the applicable Contest Period.

7. **Odds of Winning.** The odds of winning this Contest depend on the total number of eligible entries received for the applicable Contest Period (only entries received during the applicable Contest Period will be included in the drawing).
8. **Selection of Winners.** The Contest judges will select the tentative winning entrant by conducting a drawing on or about the third (3rd) day following the applicable monthly Contest Period. 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 Prize will be awarded to the selected alternate.
9. **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 and (ii) 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. 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 the 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, 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.

- 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, 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.
- 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 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 Prize winner, and their home town / location may be displayed on the Fujifilm Facebook Fan page, the Fujifilm camera registration portal (located at www.registermyfuji.ca) and otherwise public interfaces as Sponsors may deem appropriate.

12. **No sponsorship, endorsement or administration by any third party.** This Contest is in no way sponsored, endorsed or administered by, or associated with, any third party. Contestants shall be providing information solely to Sponsors pursuant to this Contest.
13. **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.
14. **Applicable Law, Litigation.** This Contest is subject to all federal, provincial, and municipal laws applicable. For citizens of Quebec: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Regie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
15. **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 each applicable Contest Period on the Fujifilm camera registration portal (located at www.registermyfujii.ca). The name and home town / location of the Contest winner may be obtained by sending a self-addressed, stamped envelope to FUJIFILM Win Back Your Purchase Prize Draw Winner's List, 600 Suffolk Court, Mississauga, Ontario, CANADA L5R 4G4, at any time during the duration of this Contest and for thirty (30) days thereafter.