

# FUJIFILM Australia instax LiPlay Global Launch Campaign Promotion Terms & Conditions

1. Information on how to enter and the prizes form part of these Terms & Conditions. Participation in this promotion is deemed acceptance of these Terms & Conditions.
2. The Promoter is FUJIFILM Australia Pty Ltd (ABN 80 000 064 433) of 114 Old Pittwater Road, Brookvale, NSW 2100 ("**Promoter**").

## **Eligibility:**

3. Subject to paragraphs 4 and 5 below, entry is only open to residents of Australia ("**Entrants**").
4. Entrants must be at least 13 years of age or older at the time at which they submit their entry. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter the promotion. The parent or guardian may be called to verify consent and may be required to sign a release at the discretion of the Promoter. The release will also require the winner's parent or guardian to accept responsibility for the acts and forbearances of the winner. The release must include the full name, address and telephone number of the winner's parent or legal guardian. Failure to provide such proof, particulars or releases will immediately invalidate the winner's entitlement to the prize.
5. Employees (and their immediate family members) of the Promoter, agencies associated with the promotion and their related bodies corporate are not eligible to enter the promotion.
6. There is no entry fee and no purchase necessary to enter this promotion.

## **How to Enter:**

7. There will be two (2) promotional periods for this promotion as detailed in paragraph 8 below.
8. Entries into the promotion open on Monday 3<sup>rd</sup> June, 2019 at 00:00:01 (AEST) and close on Monday 17<sup>th</sup> June, 2019 at 23:59:59 (AEST) (“**Promotional Period 1**”) and open on Monday 10<sup>th</sup> June, 2019 at 00:00:01 (AEST) and close on Monday 17<sup>th</sup> June, 2019 at 23:59:59 (AEST) (“**Promotional Period 2**”).
9. The Promoter will upload one (1) post to their official Instagram account in each Promotional Period.
10. In Promotional Period 1 the Promoter will upload a post containing the following text: “① Make sure you’re following @fujiiinstaxaus. ② Finish this sentence in the comments below: The new instax is a camera but can also be a \_\_\_\_\_. ③ Let us know how you'd use this new feature in 25 words or less.” To enter the promotion in Promotional Period 1 and to be eligible to win a prize, Entrants must, during Promotional Period 1, complete the following steps:
  - Follow the Promoter’s official Instagram page; and
  - Comment on Promotional Post 1 to provide an answer which includes both a) their answer to the ‘complete this sentence’ question (“**Question 1**”); and b) their answer in 25 words or less detailing how they would use the new instax feature.
11. In Promotional Period 2 the Promoter will upload a post containing the following text: “① Make sure you’re following @fujiiinstaxaus. ② Answer the following question (A, B or C) in the comments below: Which of the following weighs the same as the new instax?
  - (A) A full 500ml water bottle
  - (B) A 500ml water bottle 3/4 filled
  - (C) A 500ml water bottle 1/2 filled.③ Let us know why you want to win the #newinstax in 25 words or less.” To enter the promotion in Promotional Period 2 and to be eligible to win a prize, Entrants must, during Promotional Period 2, complete the following steps:
  - Follow the Promoter’s official Instagram page; and
  - Comment on Promotional Post 2 to provide an answer which includes both a) their answer to the multiple choice question (“**Question 2**”); and b) their answer in 25 words or less detailing why they would like to win the new instax camera.
12. Without limiting any other terms, answers to the promotional questions must not contain any material determined by the Promoter in its absolute discretion to be obscene,

offensive or inappropriate. The Promoter reserves the right, at any time, to refuse to accept any entry or remove any entry from display that it deems, in its absolute discretion, to be obscene, offensive or inappropriate, or infringing upon the rights of any third party.

13. No responsibility can be accepted for entries not received or received late for whatever reason, which are incomplete or which are indecipherable. Multiple entries permitted, subject to the following: (a) each entry must be substantially unique; and (b) each entry must be submitted separately and in accordance with entry requirements. Entrants must ensure that their Instagram accounts are set to public to allow the Promoter to contact them in the event they are deemed a winner.

**Content:**

14. When an Entrant submits any materials as part of the Promotion, including captions (“**Content**”), the Entrant, unless the Promoter advises otherwise, licenses and grants the Promoter a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. The Entrant agrees not to assert any moral rights in relation to such use. The Entrant warrants that he or she has the full authority to grant these rights. The Entrant agrees that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter will pre-moderate all Content and may, in its absolute discretion, post the Content in various media or remove any Content without notice for any reason whatsoever. The Entrant warrants and agrees that:

- (a) he or she will not submit any Content that is unlawful or fraudulent, or that is in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;

- (b) his or her Content shall not contain viruses or cause injury or harm to any person or entity;

- (c) his or her Content must not have been used in any other contest or promotion or previously released to the general public;
- (d) his or her Content will not depict any dangerous or illegal activity; and
- (e) he or she will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant indemnifies the Promoter for any breach of this paragraph 14.

### **Winners and Prizes:**

15. The judging will take place at FUJIFILM Australia Pty Ltd (ABN 80 000 064 433) of 114 Old Pittwater Road, Brookvale, NSW 2100 on Thursday 20<sup>th</sup> June, 2019 at 11:00am AEST. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Only entrants who provide the correct answer to Question 1 or Question 2 will be eligible to receive a prize.
16. Each entry will be individually judged based on the creative merit of the answers to the questions in each Promotional Post. Entrants who complete the steps in paragraphs 10 and/or 11 will be considered, provided that they comply with paragraphs 3, 4 and 5.
17. The Winners will be notified in writing within two days of the judging.
18. The best three (3) valid and correct entries from each Promotional Period, as determined by the judges, will each win one (1) x 'instax' Camera and one (1) x pack of 'instax' film valued at \$249 in total.
19. No cash alternative to the prizes will be offered. The prizes are not transferable. Prizes are subject to availability and the Promoter reserves the right to substitute any prize with another of equivalent value and/or specification. The Promoter is not liable for any damage of shipped prizes.

## **General:**

20. If there is a dispute as to the identity of an Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Entrant.
21. This promotion is a game of skill and chance plays no part in determining the winners. All entries will be individually judged on the basis of creative merit and originality of the answers to the promotional questions.
22. The Promoter's decision in respect of all matters to do with the promotion will be final and no correspondence will be entered into.
23. The Promoter reserves the right, at any time, to verify the validity of entries (including an Entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any Entrant who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process, or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions will be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
24. The Promoter reserves the right, at any time: (a) to invalidate any entries which it reasonably suspects have been submitted using false, incorrect, fraudulent or misleading information, including but not limited to personal details and contact information and/or entries that have been submitted through the use of multiple identities, email addresses or accounts, including but not limited to social networking accounts.
25. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to: (a) disqualify any Entrant; or (b) modify, suspend, terminate or cancel the promotion, as appropriate.

26. Any cost associated with accessing Instagram is the Entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry or voting software or any other mechanical or electronic means that allows an individual to automatically enter or vote repeatedly is prohibited and will render all entries/votes submitted by that individual invalid.
27. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) exclude all liability (including negligence), for any personal injury or any other loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of or connected with the promotion.
28. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence) for any personal injury or any other loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of or connected with: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry, prize or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner; or (f) any prize.
29. Entry and continued participation in the promotion is dependent on Entrants following and acting in accordance with the Instagram Terms of Use, which can be viewed at <https://help.instagram.com/478745558852511>. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. Entrants are providing their information to the Promoter and its agents, and not to any other party. Entrants fully release Instagram from all liability arising out of the promotion.

30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.fujifilm.com.au/terms-and-conditions/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning an Entrant or Voter. The Privacy Policy also contains information about how individuals may opt out, access, update or correct their PI, how individuals may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.