

## FUJIFILM Photo Printing – Print To Win Promotion 2022

12<sup>TH</sup> JANUARY 2022 – 28<sup>TH</sup> FEBRUARY 2022

### Terms and Conditions

1. Information and instructions on how to enter and the prizes form part of these Terms and Conditions. By participating in this promotion, the entrant will be deemed to have accepted these Terms and Conditions and agreed to be contractually bound by them.
2. Promotion is only open to Australian residents.
3. All entrants under the age of 18 must obtain the prior permission of their legal parent or guardian over the age of 18 to enter. The parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees and their immediate families of the Promoter and its agencies associated with this promotion are ineligible to participate. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
5. Promotion commences on 12<sup>th</sup> January 2022 and closes at 11:59pm AEDST on 28<sup>th</sup> February 2022 ("**Promotional Period**").
6. To be eligible to enter the promotion, an eligible individual must place an order for one (1) of the options below from an authorised Australian participating dealer/retailer listed on <https://www.fujifilm.com/au/en/photoprinting/where-to-print> during the Promotional Period ("Qualifying Purchase"):
  - Spend \$30.00 or more in a single transaction on personalised photo gifts; or
  - Purchase seventy (70) photo prints in a single transaction.
7. To enter, eligible individuals must then visit <https://www.offers.fujifilm.com.au/print-to-win>, input the requested details, and submit the completed entry form during the Promotional Period. For clarity, the Promoter will only accept entries received during the Promotional Period, and not anytime before or after.
8. Only one (1) entry is permitted per person.
9. All prizes will be drawn at Level 2, 54 Waterloo Road, Macquarie Park, NSW 2113 at 10:00am AEDST on 3<sup>rd</sup> March 2022 ("**Draw Date**"). The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by email and their name will be published online at <https://www.offers.fujifilm.com.au/print-to-win> from 24<sup>th</sup> March 2022.
10. The first valid entry drawn will win a \$4,000 Flight Centre gift card and a \$1,000 pre-paid Visa gift card. The winner will be sent their prize within seven (7) business days of proof of purchase being verified. Prizes will be awarded as an electronic gift card .
11. Any ancillary costs associated with redeeming the gift cards are not included. Any unused balance of the gift cards will not be awarded as cash. Redemption of the gift cards is subject to any terms and conditions of the issuer including those specified on the gift card.
12. If the winner of a prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian on the winner's behalf.
13. Entrants must retain a copy of their original receipt as proof of purchase. Failure to produce the proof of purchase when requested may, in the absolute discretion of the Promoter, result in invalidation of the entry. Purchase receipt or sales invoice must be in the form of a valid Australian tax invoice, as defined by the Australian Taxation Office.
14. Any cost associated with accessing the promotion website is the entrant's responsibility and is dependent on the Internet service provider used.

15. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (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 the fair and proper conduct of the promotion. Errors and omissions may 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.
16. Incomplete or indecipherable entries will be deemed invalid. Entries will not be valid in the event that an entrant's purchase of is refunded.
17. 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.
18. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize by the time stipulated by the Promoter, then the prize will be forfeited.
19. Total prize pool value is \$5,000.
20. The Promoter's decision is final and no correspondence will be entered into.
21. Prizes are not exchangeable or transferrable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed prizes may take place on 3<sup>rd</sup> July 2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by email and their name will be published online at <https://www.offers.fujifilm.com.au/print-to-win> from 6<sup>th</sup> July 2022. The winner must provide the necessary information to validate their entry within seven (7) days of initial contact.
23. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
24. 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: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. 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 States 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 respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
26. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 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 the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a entrant; or (f) use of a prize.
27. All entries become the property of the Promoter. The Promoter requires entrants' personal information in order to conduct this promotion. If the requested information is not provided, then the entrant cannot participate in the promotion. The Promoter will use and handle the entrants' personal information as set out in its Privacy Policy (which can be viewed at <https://www.fujifilm.com/au/en/privacy>). In addition to

any use that may be outlined in the Promoter's Privacy Policy, by making an entry, unless otherwise advised by the entrant, each entrant consents to the information they submit with their entry being entered into a database and the Promoter may use this information in any media for future promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. A request to access, update or correct any information should be directed to the Promoter's Privacy Officer (Postal Address: PO Box 63 North Ryde BC, NSW 1670 - Email: ffau.privacy@fujifilm.com). The Privacy Policy also contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy).

28. The Promoter is FUJIFILM Australia Pty Ltd (ABN 80 000 064 433) of Level 2, 54 Waterloo Road, Macquarie Park, NSW 2113 (Postal Address: PO Box 63 North Ryde BC, NSW 1670) ("**Promoter**"). Any queries in relation to this promotion other than privacy queries should be directed to the Promoter (email: ffau.instax@fujifilm.com).

**ACT Permit No. TP21/02045**