

FUJIFILM DESIGN CHALLENGE COMPETITION RULES

PROMOTER NAME AND ADDRESS: Fujifilm South Africa Proprietary Limited
Registration number 2012/013965/07
Building 18, The Woodlands Office Park
140 Western Service Road
Woodmead, 2091

COMPETITION START DATE: 00h01 (South African time) on 1 June 2017

REGISTRATION CLOSING DATE: 23h59 (South African time) on 21 July 2017

COMPETITION CLOSING DATE: 23h59 (South African time) on 4 August 2017

SUBMISSION ENTRY EMAIL ADDRESS: ffza-graphics@fujifilm.com

GRAND PRIZE: Fujifilm X-T2 camera valued at R29 000

1. **Rules:** These rules apply to entries into the Fujifilm Design Challenge competition. By entering the competition, you agree to be bound by these rules. If you do not agree to these rules, you must not enter the competition. Fujifilm reserves the right, acting reasonably, to disqualify entrants who do not comply with these rules.
2. **Who may enter:** The competition is open to citizens of the Southern African Development Community ("SADC"). The competition is not open to directors, members, partners, employees, agents or consultants of Fujifilm, any person who controls or is controlled by Fujifilm, or any supplier of goods or services in connection with the competition, or their respective spouses, life partners, business partners or immediate family members.
3. **How to enter:** Register your details online at www.fujifilmdesignchallenge.co.za ("Website") by no later than 23h59 (South African time) on 21 July 2017. Within three business days from registration closing date, Fujifilm will email you artwork setup guidelines in order to assist you in designing your entry.

The competition is limited to one entry per person.

The competition has three categories namely:

- **Interior design:** decorate a school, hospital or office space from floor to ceiling.
- **Retail environment:** get creative with window graphics, signage and point of sale merchandise in the retail environment.
- **Free category:** let the creative juices run free!

Entrants are required to incorporate one or more of the following Fujifilm Acuity LED 1600 II features in their designs:

- **Clear and white ink:** Clear ink offers the luxury to highlight or enhance print with high-gloss spot finishes. High density white ink can be used to produce creative effects on clear and coloured media. Colours, white and clear inks can be printed simultaneously.
- **Raised ink printing:** LED UV cures the ink instantly so there is no need to wait for the print to dry before finishing or shipping. This technology enables you to print multiple layers: you can print an image raised up to 9 times.
- **2 or 3 Layer printing:** Simultaneous two or three-layer printing with colour, white and clear inks provides the ability to produce high value creative prints. Print colour-white-colour layers in one pass for two-sided images on transparent materials.
- **Rigid media print ability:** Quick switch between roll and rigid printing. Flatbed feed and receive tables are used for printing rigid media. It supports substrates up to 1610mm wide and can print on rigid sheet substrates up to 13mm thick.
- **Plastic and heat sensitive substrates:** LED UV lamps use a fraction of the energy of conventional curing systems, which means you can work with heat-sensitive media without deformation.
- **Colour media print made possible with white inks:** High density white inks and multiple layer print enables printing of vibrant images onto a wide range of coloured substrates.

Each entrant must submit his/her design to Fujifilm at the submission entry email address provided above by no later than the competition closing date set out above. The design must be submitted to ffza-graphics@fujifilm.com via <https://wettransfer.com> in an electronic PDF or EPS uncompressed layered format and the covering email must contain the following information:

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- category;
- print substrate;
- print application;
- printing instructions;
- your name and contact number.

As far as the law allows, all entries are treated as being entered into the competition at the time of receipt by Fujifilm.

4. **Winner Selection:** Entries will be initially assessed by the Fujifilm Design Committee, who will, in their discretion, prepare a shortlist of designs ("**Shortlisted Designs**"). Shortlisted Designs will be presented to the judging panel, comprised of:

- Alois Timmermans - Fujifilm Europe Wide Format Business Director, EMEA;
 - Keita Yamamuro – Fujifilm Manager, Head of Operations & Marketing, Digital Print Solutions EMEA;
 - Andy Smith - Fujifilm South Africa, National Sales Manager;
 - Takeshi Sampei – Fujifilm Japan, Manager, Wide Format Marketing Division;
 - Ridwaan Jakoet - one of South Africa's first Acuity LED 1600 II users; and
 - Dyelan Copeland - Practical Publishing, Publisher and Sales,
- (collectively the "**Judging Panel**").

The Judging Panel will judge the Shortlisted Designs in accordance with the following criteria:

- machine functionality;
- application;
- design technicality;
- design overall uniqueness; and
- printed look,

and select first, second and third prize winners from each category. From those 9 winners, the Judging Panel will also select one grand prize winner. Upon selection as the grand prize winner, he/she will forfeit his/her right to the first, second or third prize.

The decisions of the Judging Panel will be final and binding.

5. **Winner Notification:** Winners will be emailed and telephoned by Fujifilm on 31 August 2017. The results will be made available on the Website from 1 September to 30 September 2017. Fujifilm will attempt to make contact with a winner at least 3 times, but if it is unable to contact any winner by 8 September 2017, the winner will forfeit his/her prize and Fujifilm reserves the right to select a new winner.
6. **Prize Giving:** The prize giving will take place at the FESPA Africa & Sign Africa Expo to be held at Gallagher Convention Centre ("**Expo**") at 11h00 (South African time) on 15 September 2017. Flights will be arranged for first prize winners residing outside of Johannesburg but within the SADC.

All winners Designs will be displayed at the Expo. Expo visitors will be given an opportunity to select an additional winner from the Winners Designs by voting for their favourite entry on the voting slip received at Expo registration and placing it in the box designated for this purpose at the Promoter's stand. The entrant with the most votes (as determined by the Judging Panel at 11h00 on 15 September 2017) will win a meal voucher as indicated in 7.

7. **Prizes:** The following prizes will be provided by Fujifilm.

Grand Prize*			
<u>Fujifilm X-T2 with XF18-55mm lens</u>			
Worth R29 000			
	Interior Design	Retail Environment	Free Category
First Prize	<u>Fujifilm X70</u> Worth R11 500	<u>Fujifilm X70</u> Worth R11 500	<u>Fujifilm X70</u> Worth R11 500
Second Prize	<u>Fujifilm FinePix XP120</u> Worth R3 500	<u>Fujifilm FinePix XP120</u> Worth R3 500	<u>Fujifilm FinePix XP120</u> Worth R3 500
Third Prize	<u>Instax Mini 8 Kit</u> Worth R1 400	<u>Instax Mini 8 Kit</u> Worth R1 400	<u>Instax Mini 8 Kit</u> Worth R1 400

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Expo Visitor Vote Prize	
	Meal voucher at a selected Japanese Restaurant in Johannesburg, Durban or Cape Town
First Prize:	for 6 to the value of R5 000
Second Prize:	for 4 to the value of R3 500
Third Prize:	for 2 to the value of R1 500

The prizes do not include any other costs or expenses relating to the prize or the enjoyment of the prize not expressly specified in these rules (including but not limited to accommodation, subsistence and travel (other than air travel in respect of first prize winners residing outside of Johannesburg but within the SADC)).

There is no cash or other alternative to the prizes in whole or in part. Prizes are not transferable and are not permitted to be sold, resold, or offered for sale. The prize cannot be replaced or refunded in the event of loss, theft or missed opportunity.

The paragraph above has important legal consequences for you. In this paragraph:

- ***various costs and expenses that are not included in the prize are set out;***
- ***the responsibilities and liability of Fujifilm are excluded or limited; and***
- ***the winner takes on various responsibilities and liability.***

By entering the competition, you agree to these limits and exclusions from the prize. You also agree that if you are the winner, then you will have the responsibilities and liability listed in this paragraph.

8. **Publicity:** The winners will participate in all required publicity, including the prize giving. The winners have the right to decline this by notifying Fujifilm at ffza-graphics@fujifilm.com.
9. **Printouts:** You may request a printout of your designs by emailing such request to Fujifilm at ffza-graphics@fujifilm.com. You must make your own arrangements with a courier service company for the collection of the printout, at your cost.
10. **Personal information:** By entering the competition, you consent to the collection, use, storage, disclosure and processing of your personal information by Fujifilm for a reasonable period for the purposes of administering the competition, providing the prize and other activities as contemplated in these rules. The types of personal information that Fujifilm may collect includes information necessary for its legitimate business interests and the categories of personal information identified in relevant data protection laws in South Africa. This may include your name, identity number, e-mail, physical and postal addresses, contact information, and other information you provide when entering and participating in the competition.
- Fujifilm may use your personal information:
- (i) for the purposes of displaying the Shortlisted Designs at the Expo;
 - (ii) to update Fujifilm's existing records;
 - (iii) for the purpose of administering customer relations; and
 - (iv) to make information available on future competitions or promotions which Fujifilm may conduct.
- Your personal information will also be collected, used, stored, disclosed and processed in accordance with Fujifilm's Privacy Policy which is accessible at http://www.fujifilmholdings.com/en/privacy_policy/website_privacy_policy/index.html.
11. **Fujifilm's Decision:** The decision of Fujifilm in all matters is final and binding and no correspondence will be entered into.
12. **Cancellation and amendment:** Fujifilm reserves the right, acting reasonably, to cancel or amend the competition due to events or circumstances arising beyond its control which prevent Fujifilm from conducting the competition as intended. You are entitled to withdraw from the competition if you do not agree with any amendments made by Fujifilm. As far as the law allows, if Fujifilm cancels the competition or amends these rules, you will have no claim against Fujifilm.

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The paragraph above is important. It:

- ***limits or excludes Fujifilm's legal responsibilities and liability if there is any cancellation or change of the competition or these rules; and***
- ***limits or excludes any rights or remedies you may have against Fujifilm.***

Fujifilm will not be responsible to you if you suffer loss or damages because of any change or because of the cancellation of the competition.

13. **Designs:** You represent and warrant that:

- (i) you own or control all of the rights to the design that you submit or otherwise have the right to submit such design through or in connection with the Fujifilm Design Challenge competition;
- (ii) the design does not contain indecent images;
- (iii) the design does not contain any intellectual property, including but not limited to any registered or unregistered trade marks, belonging to a third party;
- (iv) if any third party's image or likeness appears in your design, you have obtained such third party's prior written informed consent for the reproduction and use thereof in connection with the Fujifilm Design Challenge competition;
- (v) use of your design does not violate these rules and does not and will not violate any rights of, or cause injury to, any person;
- (vi) you agree to pay for all royalties, fees, and any other monies that are owed to any person by reason of any design submitted by you through or in connection with the Fujifilm Design Challenge competition.

The above paragraph contains statements that are acknowledgements of fact by you. You must ensure that all these statements are true and correct, as you will not be able to deny the truth of these statements and Fujifilm and other persons may also have claims and other rights and remedies against you as a result of such statements.

The above paragraph also contains assumptions of risk and/or liability by you as it may result in Fujifilm and/or other persons having claims against you and in you being financially liable to Fujifilm and/or other persons.

You are solely responsible for the design that you submit through or in connection with the Fujifilm Design Challenge competition. Fujifilm reserves the right, acting reasonably, to remove, delete, screen and/or edit any design at any time and without notice. Fujifilm does not endorse any design and takes no responsibility and assumes no liability for any design submitted, or for any loss or damage thereto.

By submitting the design through, or in connection with, the Fujifilm Design Challenge competition, you grant Fujifilm, its affiliates and sub-licensees the irrevocable, royalty free, license to publish and publicly display the design for the purpose of advertising and any associated activities.

14. **No warranties and exclusion of liability:** As far as the law allows, and subject to 17:

- (i) all warranties and representations in relation to the prizes not set out in these rules (whether express, implied or tacit) are hereby excluded;
- (ii) Fujifilm, its associated companies, and their respective directors, officers, employees and agents will not be liable for the printing process in the event that an entrant alleges that the printed design is not a true depiction of the electronic version of the design; and
- (iii) Fujifilm, its associated companies, and their respective directors, officers, employees and agents will not be liable for any loss or damage, whether direct, indirect, consequential or otherwise, arising from any cause which may be suffered as a result of entering the competition, the provision or use of the prize, or any act or omission of any other person.

This 14 does not purport to limit or exempt Fujifilm for any loss directly or indirectly attributable to its gross negligence or that of any person acting for or controlled by it.

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The paragraph above has important consequences for you. In this paragraph:

- *the legal responsibilities and liability of Fujifilm and other persons are excluded or limited;*
- *the rights you have against Fujifilm are limited or excluded; and*
- *you take on the responsibility and liability for certain losses or damages or events that might happen.*

You enter into the competition and accept and enjoy the prize knowing and accepting that these things can go wrong and that there are risks.

15. **Law and jurisdiction:** These rules shall be governed by the laws of South Africa. You consent to the non-exclusive jurisdiction of the High Court (Gauteng Local Division, Johannesburg) in respect of all matters arising out of or in connection with the competition or these rules.
16. **Severability:** If any provision of these rules is found to be invalid or unenforceable by any court of competent jurisdiction, then that provision shall be severed from these rules and shall not affect the validity or enforceability of any remaining provisions.
17. **Consumer Protection Act:** If the provisions of the Consumer Protection Act, 68 of 2008 ("**CPA**") apply to the Fujifilm Design Challenge Competition or to these rules, it is not intended that any provision of these rules contravenes any provision of the CPA, and therefore all provisions of these rules must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.
18. **Availability of these rules:** A copy of these rules may be obtained by contacting Fujifilm at ffza-graphics@fujifilm.co.za. These rules are also available on the Website.