

Instagram Hotspots

2024 Giveaway Competition Terms & Conditions

These Official Competition Rules will be made available at all times during the Entry Period (as defined herein).

1. THE PROMOTER

The promoter is FUJIFILM UK Limited (company no. 01264514) whose registered office is at Fujifilm House, Whitbread Way, Bedford, Bedfordshire, MK42 0ZE ("Promoter").

2. THE COMPETITION

- 2.1 The title of the competition is the Primark/Fujifilm **Instagrammable Hotspots** in-store competition.
- 2.2 One (1) winner per week will win an instax PAL, mini Link 3 smartphone printer, and one twin pack of film. One (1) overall winner will be drawn after the competition has closed and all entries have been received and will receive a FUJIFILM X Series digital camera.

3. HOW TO ENTER

- 3.1 The competition will run from 9am on Friday, 30th August 2024 to 6pm on Monday 14th October 2024.
- 3.2 All competition entries must be received by 6pm on Monday 14th October 2024. All competition entries received after the closure of the competition are automatically disqualified.
- 3.3 To enter the competition, you must visit the Fujifilm concession located inside Primark Birmingham, 38 High Street, Birmingham B4 7SL or Primark Manchester, Marble Street Manchester, M2 3AW and print your entry of what you think is the most 'Instagrammable hotspot' in Birmingham or Manchester using the store's PHOTO by Fujifilm kiosks, alongside completing the competition entry form. Only once you have completed these two steps will your entry be complete and at that point you will be included in the competition.
- 3.4 No Purchase necessary.
- 3.5 The Promoter 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.



- 3.6 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.
- 3.7 The overall competition winner will be selected by a panel of judges made up of Fujifilm photography ambassadors. The winner will be selected from all completed entries for the competition received between the specified times and dates set out in paragraph 3.1.
- 3.8 The competition is not in any way sponsored, endorsed or administered by, or associated with, any social network. You are providing your information to the Promoter and not to any other party.

4. ELIGIBILITY

- 4.1 The competition is only open to all residents in the UK and Ireland aged [13] years or over and follow the rules set out in paragraph 3.3, **except**:
- (a) employees of the Promoter or its holding or subsidiary companies;
- (b) employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the competition or its administration; or
- (c) members of the immediate families or households of (a) and (b) above.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim any prize you may win. The Promoter may require you to provide proof that you are eligible to enter the competition.
- 4.3 If you are under the age of 18, you must obtain written parental or guardian consent to enter and claim your prize. The Promoter may ask you to provide your age.
- 4.4 The Promoter 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;
- (d) incomplete.
- 4.5 There is a limit of one entry to the competition per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.6 The Promoter reserves all rights to disqualify you if your conduct is contrary to the spirit or intention of the competition.

5. THE PRIZE

- 5.1 The prize will be an instax PAL camera, instax mini Link 3 smartphone printer, and one (1) twin pack of instax mini film. One overall winner will receive one (1) FUJIFILM X Series digital camera.
- 5.2 There is no cash alternative for the prize.



- 5.3 The prize is supplied by the Promoter. The Promoter reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Promoter's control make it necessary to do so.
- 5.4 The prize is not negotiable or transferable.

6. WINNER ANNOUNCEMENT

- 6.1 The winner will be notified by the Promoter by email via the email address fujifilm@wpragency.co.uk within 10 days of the closing date of the overall competition.
- 6.2 The decision of the Promoter is final, and no correspondence or discussion will be entered into.
- 6.3 The winner's full name will be available after the competition closes by emailing fujifilmr_uk@fujifilm.com.

7. CLAIMING THE PRIZE

- 7.1 In order to claim their prize, the winner is required to provide the Promoter with their full name, phone number and UK/Ireland postal address.
- 7.2 So long as the response in paragraph 7.1 is received, the prize will be delivered free of charge in accordance with our usual delivery terms to the UK or Irish address provided by the relevant winner within 30 days of being notified of their win.
- 7.3 Their prize may not be claimed by a third party on a winner's behalf.
- 7.4 The Promoter will make all reasonable efforts to contact the winner. In the event that the winner fails to respond to the Promoter to confirm their acceptance of their prize within 14 days of being notified by the Promoter, their prize will be forfeited and the Promoter will be entitled to select another winner in accordance with the process described above.
- 7.5 The Promoter does not accept any responsibility if a winner is not able to take up the prize.

8. LIMITATION OF LIABILITY

Insofar as is permitted by law, the Promoter, its agents, or distributors will not in any circumstances be responsible or liable to compensate the 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 the Promoter, its agents or distributors or that of their employees. Your statutory rights are not affected.

9. OWNERSHIP OF ENTRIES, INTELLECTUAL PROPERTY RIGHTS AND PUBLICITY



- 9.1 All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt.
- 9.2 By submitting your competition entry and any accompanying material, you agree to:
- (a) assign to the Promoter all your intellectual property rights with full title guarantee; and
- (b) waive all moral rights,

in and to your competition entry and otherwise arising in connection with your entry to which you 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.

9.3 You agree that the Promoter may, but is not required to, make your name and the winning entry available on its websites and any other media (including being issued in a press release to the regional media), whether now known or invented in the future, and in connection with any publicity of the competition. You agree to grant the Promoter 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

10. DATA PROTECTION

Save as otherwise provided in these terms and conditions, the Promoter will only process your personal information as set out in the Promoter's privacy policy, which is available at <u>instax UK (instax.co.uk)</u>.

11. **GENERAL**

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Promoter, at its sole discretion, reserves the right to exclude you from participating in the competition.
- 11.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 The competition is not sponsored, endorsed, or administered by, or associated with any third party. You are providing your information to the Promoter and not to any other party.
- 11.4 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.