FUJIFILM NZ "Instax Bonus Album and 10pk Film Gift Promotion"

Terms and Conditions

- 1. This FUJIFILM NZ Instax Bonus Album and 10pk Film Gift Promotion (Instax mini or square camera/ Instax mini or square printer purchase) promotion (**Promotion**) runs from NZDT 12.01AM Wednesday 29 May 2019 to 11.59PM Friday 26 July 2019 inclusive or when all Bonus Album and 10pk Film Gifts have been claimed (the **Promotional Period**), and applies exclusively to the purchase by customers (**Customers**) during the Promotional Period of any new FUJIFILM NZ Instax mini or square camera or Instax mini or square printer being a Qualifying Purchase (as specified in clause 6.1 below) from FUJIFILM NZ Limited (FUJIFILM NZ) at authorised FUJIFILM NZ outlet in New Zealand (Authorised FUJIFILM NZ Outlet).
- All claims must be validly lodged, and actually received by the Promoter no later than 5.00PM Friday 9 August 2019 (Close-off Date). The Promoter will not process any claims received after the Close-off Data and is not responsible for late, lost, incomplete or misdirected claims.
- 3. For the avoidance of doubt, this Promotion:
 - 3.1 will not apply to Qualifying Purchases made after Friday 26 July 2019; and
 - 3.2 is subject to available stock of Bonus Album and 10pk Film Gift and Qualifying Purchase products.
- 4. Customers who participate in this Promotion are deemed to have agreed to be bound by these terms and conditions (**Terms**).
- 5. Each Customer who:
 - 5.1 completes a Qualifying Purchase from an Authorised FUJIFILM NZ Outlet within the Promotional Period; and
 - 5.2 completes and submits by the Close-Off Data a properly and fully completed redemption form (found at <u>www.instax.co.nz/promotions</u>) which includes, without limitation, the following details:
 - (a) the Customer's full contact details;
 - (b) the Qualifying Purchase date and the name of the Authorised FUJIFILM NZ Outlet; and
 - (c) proof of the Qualifying Purchase (see clause 6.3 below)

will be entitled to a Bonus Album and 10pk Film Gift.

- 6. For the purposes of these Terms:
 - 6.1 **"Qualifying Purchase**" means the purchase of a FUJIFILM NZ promotional product specified under the words "Qualifying Purchase" in the table below; and

6.2 **"Bonus Gift**" means, in the case of a specified Qualifying Purchase, the Instax products specified under the words "Bonus Gift" in the table below:

Qualifying Purchase	Bonus Gift
In a single transaction, the purchase by a	1 x instax mini album
Customer of one new FUJIFILM NZ Instax MINI	1 x instax mini 10pk film
Printer or Instax MINI Camera	
In a single transaction, the purchase by a	1 x instax SQUARE album
Customer of one new FUJIFILM NZ Instax SQUARE	1 x instax SQUARE film 10pk
Printer or Instax SQUARE Camera	

- 6.3 **"Proof of the Qualifying Purchase**" includes a scan or photo of the original receipt issued for the Qualifying Purchase by the Authorised FUJIFILM NZ Outlet, or such other proof of the Qualifying Purchase as is acceptable to the Promoter in its sole discretion. Claimants must retain the original Proof of the Qualifying Purchase. Failure to produce Proof of the Qualifying Purchase may, at the sole discretion of the Promoter, result in forfeiture of any right to a Bonus Album and 10pk Film Gift.
- 7. Following receipt and verification of a claim by the Promoter, but subject to the availability of the stock comprising the Bonus Album and 10pk Film Gift, the Promoter will post the Bonus Album and 10pk Film Gift to the address specified on the claim.
- 8. The Promoter reserves the right to accept or reject any claim in its sole and absolute discretion including without limitation, rejecting claims that are incorrect or incomplete.
- 9. Only one (1) claim per Qualifying Purchase may be made.
- 10. For the avoidance of doubt, the maximum number of Bonus Album and 10pk Film Gifts a Customer is entitled to receive in any one transaction for a Qualifying Purchase is 1. If requested by the Promoter, a Customer may be required to return to the Promoter any extra Bonus Album and 10pk Film Gift received by that Customer in relation to that Qualifying Purchase.
- 11. Fraudulent conduct in respect of any claim may result in legal action.
- 12. Any Customer who has submitted a valid claim to the Promoter should allow up to 28 working days for delivery of the Bonus Album and 10pk Film Gift, calculated from 14 days after the date on which the Promoter approves the validity of such claim and notifies the Customer of such approval by email (Claim Date).
- 13. This Promotion is not available in conjunction with any other promotions or other offers whatsoever and is only available to New Zealand residents over the age of 18.
- 14. Any right to receive a Bonus Album and 10pk Film Gift in connection with a Qualifying Purchase under this Promotion is personal to the relevant Customer and cannot be assigned, transferred or exchanged for cash or other products and can only be redeemed through the Promoter.
- 15. Any tax liability, which may arise as a result of any claim, will be the sole responsibility of the relevant Customer.
- 16. The Promoter has no control over the internet or mobile telephone communications, networks or lines, bugs, viruses and server problems and accepts no responsibility for any problems associated with them, for any reason. Claims are deemed to be received at the time of receipt by the Promoter. Records of the

Promoter are final and conclusive as to time of receipt, product eligibility and any other information deemed relevant.

- 17. To the fullest extent permitted by law, the Promoter will not be liable to Customers for any loss, damage whether in contract, tort (including negligence) or otherwise arising in any way out of this Promotion.
- 18. The Promoter shall not be liable for any failure to fulfil its obligations under the Promotion, or to satisfy any of these Terms, owing to circumstances beyond its reasonable control.
- 19. Deliveries of the Bonus Album and 10pk Film Gift will only be made to New Zealand addresses. If a Customer provides an incorrect address in their claim which results in a lost, undelivered or unreceived Bonus Album and 10pk Film Gift the Promoter may, in its sole discretion, resend the Bonus Album and 10pk Film Gift to the Customer at an alternative address at that Customer's cost. Claims will only be accepted where a New Zealand delivery address is supplied i.e. supplying a PO Box delivery address will invalidate any claim.
- 20. By entering this Promotion the Customer is taken to consent to the Promoter using the Customer's personal information to administer the Promotion including disclosing the Customer's personal information to organisations that assist FUJIFILM with administering this Promotion. Customers also consent to the Promoter using their personal information for future marketing purposes, unless otherwise advised by the Customer. A Customer may access and correct any personal information held by the Promoter, upon request to the Promoter.
- 21. The Promoter respects the privacy of its Customers. Any personal information will be collected, held, used and disclosed in accordance with its privacy policy which is available at http://www.fujifilm.co.nz/support/privacy-policy.
- 22. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms, the Promoter will not be liable for any failure to perform or delay in performing its obligation and the Promoter reserves the right (subject to any applicable law) to cancel, terminate, modify or suspend this Promotion.
- 23. The Promoter reserves the exclusive right to amend these Terms at any time and for any reason.
- 24. Employees of FUJIFILM NZ, its subsidiary companies, franchisees, their families, agents, retailers and other parties directly involved with this Promotion are not eligible to participate in this Promotion.
- 25. These Terms are governed by the laws of New Zealand.

The Promoter is FUJIFILM NZ Limited of 2C William Pickering Drive, Rosedale, Auckland 0632.