

Fujifilm NZ “X-Pert Aoraki/Mount Cook Sales Incentive” – Terms and Conditions

1. General

- 1.1 This Fujifilm NZ “X-Pert Aoraki/Mount Cook Sales Incentive” (**Incentive**) is open to Fujifilm NZ X-Perts only.
- 1.2 Please read these terms and conditions (**Terms**) carefully. By entering this Incentive you accept these Terms and acknowledge and agree that these Terms create a legally binding contract between you and Fujifilm NZ that you will comply with and be bound them. If you do not agree with these Terms you must not enter the Incentive.

2. Incentive Term

- 2.1 The Incentive runs from NZDT 12.01AM Monday 1st November 2021 to 11.59PM Sunday 13th February 2022 (**Incentive Period**).
- 2.2 All Proof of Sale’s must be submitted by NZDT 5:00PM Sunday 27th February 2022 (**Close-off Date**).
- 2.3 Fujifilm NZ will not process any entries received after the Close-off Date and is not responsible for late, lost, incomplete or misdirected Proof of Sale’s.

3. Definitions

In these Terms the following expressions shall have the following meanings unless stated otherwise:

- 3.1 “**Close-off Date**” has the meaning given to this term in clause 2.2.
- 3.2 “**Eligible Salesperson**” means a salesperson who over the age of 18 year, a New Zealand resident and employed by a Fujifilm NZ Retailer.
- 3.3 “**Fujifilm NZ**” means Fujifilm New Zealand Limited.
- 3.4 “**Fujifilm NZ Customers**” means any retail customer who purchases a Qualifying Product from a Fujifilm NZ Retailer.
- 3.5 “**Fujifilm NZ Retailer**” means a retailer that is authorised by Fujifilm NZ to sell Fujifilm NZ products.
- 3.6 “**Fujifilm X-Pert**” means an Eligible Salesperson who completes the registration process outlined in clause 5.3.
- 3.7 “**Incentive Term**” has the meaning given to this term in clause 2.1.
- 3.8 “**Participant**” or “**you**” means a Fujifilm X-Pert who has submitted Proof of Sale in accordance with these Terms.
- 3.9 “**Prize**” the prize outlined in clause 4 of these Terms that can be won by six (6) Participants in accordance with these Terms.
- 3.10 “**Proof of Sale**” means the date of Qualifying Sale, the store invoice number for the Qualifying Sale or a copy of the store receipt issued for the Qualifying Sale, the model number of the Qualifying

Product sold and, if more than one, the number of units of each model of the Qualifying Product sold.

- 3.11 **“Qualifying Product”** means a Fujifilm X Series camera, lens, accessory or GFX camera, lens, accessory.
- 3.12 **“Qualifying Sale”** means the sale by a Participant of a Qualifying Product to a Fujifilm NZ Customer during the Incentive Period.
- 3.13 **“Terms”** means these Incentive terms and conditions.
- 3.14 **“X-Series Camera, lens, accessory and GFX Camera, lens, accessory”** means a Fujifilm camera, lens, accessory or GFX camera, lens or accessory marketed as belonging to the official X series or GFX product ranges.
- 3.15 **“X-Pert Training Session”** means 30 minute training session with a Fujifilm NZ X Series Sales and Training Specialist.

4. **Prize**

- 4.1 The **“Prize”** is a trip to Aoraki/Mount Cook National Park, New Zealand during April/May 2022.
- 4.2 There are six (6) Prizes to be won.
- 4.3 The Prize includes:
 - 4.3.1 return economy airfares flying with Air New Zealand from Auckland or Wellington to Christchurch airport; prize also includes domestic flights to the main centre if winner lives provincially;
 - 4.3.2 2 nights’ accommodation at Hermitage Hotel, Aoraki/Mount Cook in a Double Room;
 - 4.3.3 all transfers to, around and from the destination, Hermitage Hotel, Aoraki/Mount Cook;
 - 4.3.4 Big Sky Stargazing experience hosted by the Stargazing Centre;
 - 4.3.5 Tasman Heli Ice Trek adventure;
 - 4.3.6 High country Salmon Fishing experience;
 - 4.3.7 All meals during your stay;
- 4.4 The Prize does not include spending money, hotel room services including, but not limited to mini-bars, phone calls, and laundry, the cost of obtaining a passport, travel insurance and all other incidental costs associated with redeeming the Prize.
- 4.5 The Prize must be redeemed on the specified travel dates. No compensation will be paid by Fujifilm NZ if a winner is unable to redeem the Prize.
- 4.6 All other terms and conditions of carriage for travel with Air New Zealand will apply – refer to <https://www.airnewzealand.co.nz/conditions-of-carriage>
- 4.7 Fujifilm NZ makes no representation as to safety, conditions and other issues that may exist at the travel destination. A winner accepts the Prize at their own risk.

5. **Becoming a Fujifilm X-Pert**

5.1 **Eligibility:** To become a Fujifilm X-Pert and participate in the Incentive, you must:

- 5.1.1 be an Eligible Sales Person;
- 5.1.2 own a Fujifilm X-Series Camera; and
- 5.1.3 have completed an X-Pert Training Session.

5.2 **X-Pert Training Sessions:**

- 5.2.1 To arrange an X-Pert Training Session contact bernie.shore@fujifilm.co.nz
- 5.2.2 X-Pert Training Sessions will be held in the Fujifilm NZ Retail Store you are employed by.
- 5.2.3 You must bring your X-Series Camera to the X-Pert Training Session for the Fujifilm X series sales and training specialist to sight.

5.3 **Registration**

- 5.3.1 To register as an X-Pert you must contact Bernie Shore during the Incentive Period.
- 5.3.2 You will only become an X-Pert, and eligible to participate in this Incentive, once Fujifilm NZ confirms your registration by sending you a confirmation email.
- 5.3.3 Fujifilm NZ reserves the right to ask for proof that you are currently employed by an authorised Fujifilm NZ Retailer.
- 5.3.4 Incomplete, late, or lost registrations will not be accepted.

6. **Entries**

6.1 To participate in the Incentive you must be a registered Fujifilm NZ X-Pert, and during the Incentive Period:

- 6.1.1 complete a Qualifying Sale; and
- 6.1.2 submit Proof of Sale weekly to FUJIFILM NZ Limited, with all entries being received before the Close-Off Date.

6.2 You will receive one (1) entry for every \$100 dollars of Qualifying Product sold.

6.3 Qualifying Sales may be claimed and registered only once by a Participant.

6.4 Participants are not permitted to trade, sell, split between, combine with or otherwise transfer Qualifying Sale(s) to another Participant.

7. Fujifilm NZ reserves the right to accept or reject any entry in its sole and absolute discretion including without limitation, rejecting entry's that are incorrect or incomplete.

7.1 For the avoidance of doubt, participation in the Incentive is free and does not require you to pay an entry fee or purchase Fujifilm NZ products.

8. **Winners**

8.1 There will be six (6) winners of the Prize:

8.1.1 Three (3) winners will be the Participants who have earned the first, second and third highest number of entries. Where there is a tie for the highest, second highest or third highest number of entries, the winner will be the Participant with the highest total dollar figure of Qualifying Sales.

8.1.2 Fujifilm will randomly select three (3) winners from all of the remaining entries.

8.2 Winners will be determined/selected on Tuesday 8th March 2022 at Fujifilm's offices located at 2c William Pickering Drive, Albany, North Shore 0745.

8.3 Winners will be notified by email and/or by telephone within 24 hours of being determined/selected as a winner.

8.4 A list of the Prize winners will be announced on Thursday 10th March 2022 via email.

8.5 Prizes are personal to the relevant Prize winners and cannot be assigned, transferred or exchanged for cash.

9. **Collection of Personal Information**

9.1 Fujifilm NZ respects your right to privacy and will only use the information you provide to conduct the Incentive and for the related publicity mentioned above, unless you have indicated to the Fujifilm NZ that you wish to receive promotional materials on a periodic basis. Please note that to participate in the Incentive, you must provide certain personally identifiable information to Fujifilm NZ (including your e-mail address, legal name, employing Fujifilm NZ Retailer, physical address, telephone number, etc.). If you choose not to provide individually identifiable information, you will not be able to participate in Incentive. In addition to any provision in these Terms, Fujifilm NZ's Privacy Policy which is available at <https://www.fujifilm.co.nz/support/privacy-policy> applies to personal information collected by Fujifilm NZ.

10. **Liability**

11. Fujifilm NZ 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. An entry is deemed to be received at the time of receipt by Fujifilm NZ. Records of Fujifilm NZ are final and conclusive as to time of receipt, product eligibility and any other information deemed relevant.

12. Fujifilm NZ 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, including but not limited to, changes to flights, accommodation or the holiday destination. The Promoter reserves the right to amend the Prize, substitute elements of the Prize with those of similar value, or cancel the Promotion.

12.1 To the fullest extent permitted by law, Fujifilm NZ, and its parent companies and affiliates and their respective directors, officers, employees, representatives and agents shall not be responsible for any and all liability or any injury, loss or damage of any kind to, or of, any person or property (including, without limitation, death of any person), arising in whole or in part, directly or indirectly,

from the acceptance and use of a Prize or for any error or omission of Fujifilm NZ in connection with these Terms or Fujifilm NZ's implementation of the Incentive, or otherwise from participation in the Incentive.

13. General

- 13.1 If any court of competent jurisdiction finds any provision or part of these Terms to be illegal, invalid or unenforceable that provision or part will be severed from these Terms and the remaining terms and provisions of these Terms will remain in force and constitute the agreement between Fujifilm NZ and you.
- 13.2 Fujifilm NZ reserves the exclusive right to change these Terms at any time for any reason.
- 13.3 By participating in the Incentive, you authorise Fujifilm NZ to publish your identity if you win a Prize for promotional and media publicity purposes, and you further waive any claims to royalty, right or remuneration for such use.
- 13.4 By accepting a Prize you agree that Fujifilm NZ, its affiliated companies, agents, their respective officers, directors, or employees and agents will have no liability for any damage or loss suffered by you in connection with the acceptance, possession, use of such prize or relating to the administration of the Incentive, even if due to fault or negligence by any of the foregoing.
- 13.5 These Terms are governed by the laws of New Zealand.
- 13.6 Questions related to the Incentive should be e-mailed to the Incentive co-ordinator at: ira.swales@fujifilm.com