

FUJIFILM GFX CHALLENGE GRANT AWARD PROGRAM 2023

JJIFILM EUROPE/MIDDLE EAST/AFRICA REGION Sub-Region Middle East/Africa (“Sub-Region Middle East/Africa”) Sub-region Middle East/Africa consists of the countries listed in the Annex at the end of this document.

OFFICIAL PROGRAM TERMS AND CONDITIONS (the “Sub-Regional Program Official Rules”)

NO PURCHASE OR PAYMENT IS NECESSARY TO APPLY FOR, OR TO BE AWARDED, A GRANT OFFERED IN CONNECTION WITH THIS PROGRAM. A PURCHASE OF ANY SORT, DIRECTLY OR INDIRECTLY, WILL NOT IMPROVE YOUR CHANCES OF BEING AWARDED A GRANT AWARD RECIPIENT. This Program is void where prohibited by law.

The Fujifilm GFX Challenge Grant Award Program 2023 (the “Program”) is sponsored by FUJIFILM Corporation and its affiliates (collectively, “Fujifilm”), and is open to applicants who meet the criteria described below (“Applicants”). The Program consists of (and all Applicants will be considered for) both a regional grant award program offering an opportunity to receive USD \$5,000 grant award and a global grant award program offering an opportunity to receive a USD \$10,000 grant award. A USD \$10,000 global grant award will be awarded to a total of five (5) chosen, Global Grant Award Program recipients selected from among total of fifteen (15) regional grant award finalists. The ten (10) regional grant award finalists that are not selected to win the Global Grant Award will each receive the USD \$5,000 regional grant award. The Fujifilm regions participating in this Program and the number of selected grant award finalists from each region and during each round of entry review, will be as follows:

Fujifilm Program Regions (and applicable Sub-regions) (each, a “Program Region”)	Number of entrants selected from first round of review (selected based on review of submitted written entry materials)	Number of entrants selected from second round of review (selected based on 30 minute Regional Zoom interview (or equivalent)) and that become a finalist competing for a Global Grant Award. Minimum grant award received: USD \$5,000. Opportunity for global, USD \$10,000 grant award.
Fujifilm Americas Region	15 total	5 total
USA and Canada (excluding Quebec)		
Latin America		
Fujifilm Europe / Middle East / Africa Region	15 total	5 total
Europe		
Middle East		
Africa		
Fujifilm Asia Pacific Region	15 total	5 total
South East Asia		
Oceania		
China		
Hong Kong / Taiwan		
Korea		
Japan		
TOTAL NUMBER OF ENTRANTS SELECTED	45	15 total

This Sub-Regional Program Official Rules apply solely to the Sub-Region Middle East and Africa with the countries listed in the Annex at the end of this document. Applicants from Sub-Region Middle East and Africa will be subject to the Fujifilm [Privacy Policy](https://fujifilm-xmea.com/gfx-challenge/gfx-challenge-program-2023-privacy-policy/) <https://fujifilm-xmea.com/gfx-challenge/gfx-challenge-program-2023-privacy-policy/> which will apply to all personal information provided in connection with this Program. The Program is VOID where prohibited by law or restricted by such laws, including but not limited to jurisdictions with laws that would require registration and/or trust account or posting of a bond, or any other requirements that have not been satisfied.

Objective of the Program: The objective of the Program is to facilitate the ability of photographers and videographers worldwide to contribute to their artistic community, by funding new, creative image and video storytelling and situational projects (“Projects”) that would not otherwise be possible. Fujifilm hopes to broaden the body of photographic image and video work for global appreciation, and to help optimize the quality of both regional and global contributions to the arts of photography and videography. Grant award recipients will use provided FUJIFILM GFX System digital camera equipment, and Fujifilm provided mentoring and technical assistance, to create Projects that constitute uniquely innovative, creative and compelling artistic works.

Eligibility. Within the Sub-Region Middle East and Africa, the Program is only open to individuals who are a resident of the countries listed in the Annex at the end of this document, who are eighteen (18) years of age or older at the time of submission of an application for the Program. Employees, and consultants of Fujifilm and its advertising and promotion agencies, Program judges, and members of the same household of any of the foregoing (whether related or not) are not eligible to apply. The Program is open to both amateur and professional photographers and videographers. Applicants who meet the above requirements are “**Eligible Applicants**”.

Applicability of the Sub-Regional Program Official Rules. All Applicants residing within the participating countries of the Sub-Region Middle East and Africa, are expected to review and understand this Sub-Regional Program Official Rules. By submitting a Project proposal in connection with this Program, each Applicant warrants that he/she has read and agree to abide and be bound by this Sub-Regional Program Official Rules and that he/she is eligible for, and is not prohibited from applying and participating in, the Program. Submission of an application to the Program (a “**Submission**”) automatically constitutes the Applicant’s agreement to be bound by this Sub-Regional Program Official Rules. Each Submission must meet the criteria set out in this Sub-Regional Program Official Rules. Applicants further agree that Fujifilm has the full authority, in its sole discretion, to interpret and administer this Sub-Regional Program Official Rules, and each Applicant agrees by participating to be bound by all decisions and interpretations made by Fujifilm in connection herewith.

Grant Award Process and Grant Recipient Selection.

1st Round: A total of 15 Regional finalists will be identified for Fujifilm Europe / Middle East / Africa Region (the “**Fujifilm Europe / Middle East / Africa Region Finalists**”) by the designated Fujifilm judges (a minimum of 3) for that Region (the “**Fujifilm Europe / Middle East / Africa Region Grant Review Team**”). Fujifilm Middle East / Africa Sub-Region Finalists will be identified based on the 15 Submissions that receive the highest scoring from the Fujifilm Europe / Middle East / Africa Region Grant Review Team. The scoring criteria set forth below will be applied by the Fujifilm Europe / Middle East / Africa Region Grant Review Team, with equal (20% each) weighting of the five (5) specified scoring criteria.

2nd Round: 30 minute Zoom (or similar) interviews will be scheduled and conducted with each of the fifteen (15) Fujifilm Europe / Middle East / Africa Region Finalists. Based on the combined interview and Submission scoring of the Fujifilm Europe / Middle East / Africa Grant Review Team (applying the same scoring criteria as outlined below), a total of five (5) Fujifilm Europe / Middle East / Africa Region finalists for the Global Grant Award will be identified (the “**Europe / Middle East / Africa Region Global Grant Finalists**”). Each of these five (5), Europe / Middle East / Africa Region Global Grant Finalists will be guaranteed a regional, USD \$5,000 Grant Award, and each will have the chance to be considered for the Program Global Grant Award.

In accordance with the Timing set forth above, the Fujifilm Global Grant judging team (a minimum of 3 individuals) (“**Global Grant Award judging team**”) using the same scoring criteria referenced below will review the Submissions from the fifteen (15) Global Grant Finalists from all participating Fujifilm Regions. A total of five (5) Global Grant Award recipients will be identified based on the Submission scoring assigned by the Fujifilm Global Grant judging team (which may be different from that of the Asia Pacific Region Grant Review Team’s scoring) (each, a “**Global Grant Award Recipient**,”) from the pool of

Global Grant Finalists across all participating Fujifilm Regions. Each Global Grant Award Recipient will receive a USD 10,000 Global Grant (the “**Global Grant**”) to plan and execute the Project outlined in his/her Submission. Any of the fifteen (15) Global Grant Award Finalists not being awarded a Global Grant Award will receive the regional USD \$5,000 Grant Award (becoming a “**Regional Grant Award Recipient**”). All Regional Grant Award Recipients and the Global Grant Award Recipients (collectively, the “**Grant Award Recipients**”) will be required to start the execution of their respective projects as described in the Submission, in accordance with the timetable referenced below, and to complete the Project and submit a full recap and report on the success of the Project by June 30, 2024. In the event that a Grant Award Recipient fails to comply with the Program requirements and timelines, the Grant Award Recipient agrees to reimburse Fujifilm the entire amount of the Grant Award if notified in writing by Fujifilm of such failure and the Grant Award Recipient fails to cure such failure within ten (10) business days from the date of such notice.

Each grant will be awarded in the form of a check, wire transfer, or other payment method, which will be provided upon the Grant Award Recipient confirmation and verification. In addition, the Grant Award Recipients will receive a loan of certain GFX System digital camera and lens equipment (which loan will be made pursuant to the terms of a separate agreement with Fujifilm which each Grant Award Recipient must execute as a condition to receiving such equipment), and Fujifilm personnel mentoring and assistance in using the GFX System equipment to create the images and/or video as outlined in the Submission. Recipients must adhere to the schedule outlined in the Submission and will be required to submit monthly budget and project updates. The grants are non-transferable. All taxes and expenses not specifically listed herein are the responsibility of the Grant Award Recipients.

Each Grant Award Recipient is solely responsible for reporting and paying any and all applicable taxes due in connection with the Grant Award received.

The chances of receiving a Grant Award will depend upon the number and quality of Submissions received in the Fujifilm Middle East and Africa Sub-Region. The names of all Grant Award Recipients in connection with the Program will be published at <https://fujifilm-x.com/> within thirty (30) days of the completion of awarding the grants to all Grant Award recipients.

Program Application Period. The Program application period begins at 09:00 a.m. Gulf Standard Time (GST) on August 14, 2023 and ends on 11:59:59 p.m. (GST) on October 15, 2023 (the “**Program Application Period**”). Application and participation in this Program is free. Limit only one (1) Submission per Applicant during the Program Application Period. Submissions received in excess of the above stated limitation, as well as Submissions received after expiration of the Program Application period, will be void. Submissions submitted to multiple regions, or to the wrong Program Region (i.e. not submitted to the region where the Applicant resides) will be deemed void. In addition, Submissions not meeting the Submission Criteria outlined will be deemed void and are not eligible for consideration. The entire timeline applicable to the Program is as follows:

Timeline:

- **August 14 – October 15, 2023:** Project Submissions may be submitted for consideration within Middle East and Africa Sub Region. Submissions to be made in PDF format using the applicable Fujifilm Entry Form of Middle East and Africa, which must also be fully completed.
- **October 16 – November 3, 2023 :** Applications reviewed by Fujifilm’s applicable Europe / Middle East / Africa Region Grant Review Team, with scoring of the applications based on the Grant Award criteria referenced.
- **By November 8, 2023:** The selected Fujifilm Europe / Middle East / Africa Region Finalists from the Middle East and Africa Sub Region, if any, will be informed via email and the necessary Zoom (or equivalent) interviews will be scheduled.
- **November 9 – 23, 2023 :** Interviews with the selected fifteen (15) Fujifilm Europe / Middle East / Africa Finalists, will be conducted by an assigned Fujifilm Europe / Middle East / Africa Region Grant Review Team. Interviews will be conducted in English and will be thirty (30) minutes in length, provided that if an Fujifilm Europe / Middle East / Africa Region Finalist requests that his/her interview be conducted in another language, Fujifilm will try to accommodate. Based on such interview scoring, a total of five (5)

Fujifilm Europe / Middle East / Africa Region Finalists will be referred for consideration to receive the Global Grant Award.

- **November 24 – December 8, 2023:** FUJIFILM Corporation's designated Global Grant Award judging team of not less than three (3) individuals will review the original Submissions from each of the total fifteen (15) Global Grant Award Finalists from across the three Fujifilm Regions participating in the Program. Review will be based on the Submission only, and will be scored using the same criteria referenced for the 1st Round scoring. Based on Global Grant Award judging team scoring (which may be different from Europe / Middle East / Africa Region Grant Review Team judge scoring), a total of five (5) Global Grant Award recipients will be identified, each of which will receive a USD \$10,000 Global Grant award. All Global Grant Award Finalists not receiving the Global Grant award (i.e. a total of 10 entrants) will each receive a USD \$5,000 Grant Award.
- **By January 6, 2024:** Necessary documentation is completed by and between Fujifilm and the Global and Regional Grant Award Recipients, the Grant funds are awarded and work on the Global Grant Award Recipient Project and on the remaining Regional Grant Award Recipient Projects commences.
- **By June 30, 2024:** All Projects are fully completed, and all created images and/or video are provided to FUJIFILM Corporation and the applicable Fujifilm Regions for display and publication as outlined in the applicable Program Official Rules.

As indicated, as a condition of any Grant Award in connection with this Program, the Project must be completed by the Applicant by June 30, 2024. Should circumstances arise that delay completion of the Project, Grant Award Recipients must submit timeline changes in writing to the applicable Fujifilm representative promptly, for Fujifilm's approval, which Fujifilm may withhold in its sole discretion. Any timeline changes must be agreed to by Fujifilm.

How to Apply. To apply for the Program, follow the link to the Program available at <https://fujifilm-x.com/global/special/gfx-challenge-program/> (or otherwise the link applicable to entry based on your residency) and fully complete the applicable Sub-Regional Program Entry Form (providing name, email address, Country of Residence, and information regarding the camera you are presently using). Note that if you are selected as a Fujifilm Europe / Middle East / Africa Region Finalist, various additional personal information, including without limitation, personal history and background information, will also be required to be provided during the interview selection process(es). Submit your Regional Program Entry Form attaching a PDF summary of your Project proposal which complies with the Submission Criteria and Content Restrictions outlined below. Your Submission should describe a proposed image and/or video storytelling Project, in connection with which you would use the Grant Award, the provided FUJIFILM GFX digital camera and lens equipment, and the provided Fujifilm mentoring and assistance to create images and/or video, and that otherwise aligns with the Program mission as stated by Fujifilm. Your Submission will not be returned. It is solely your responsibility to ensure that you are properly registered and your application is submitted properly as described above. Fujifilm will not be responsible for any lost, delayed, misdirected, illegible, incomplete, damaged or undeliverable Submissions, or any delay or failure to transmit, process, receive or consider Submissions.

Submission Criteria. Each Submission must be submitted by an Eligible Applicant and must consist of the following (in English, and in scanned, single PDF format). Visual images are OK to be included when necessary.

1. Preformatted cover letter provided by Fujifilm ([Download here](#)),
2. A written Project summary (in less than 1,500 words)
3. A portfolio of the Applicant and each of the intended Project team members.

The written Project summary should address:

- Descriptive plan of your project: what you are trying to do?
- Objectives of your project - What are you trying to achieve?
- Evaluation and outcome measures - How will you measure the success of your project?
- Communications – Other than through Fujifilm's efforts if you are a Grant Award Recipient, how will your project be communicated to the public?
- Fujifilm Partnership - How will you take advantage of the mentoring and other resources offered by Fujifilm as part of the Grant Award?

- Schedule - What is your project design and timeline?
- Budget – How will you utilize / allocate the Grant Award?

The Submission and Project must be completely original and unpublished. No part of the Submission or Project may have been previously published.

Each Submission and all other required information must be submitted solely in the English language. Notwithstanding this, Fujifilm will make reasonable efforts to attempt to accommodate conducting any necessary Applicant interviews in the language of the Applicant's choice. Submissions must comply with the Submission Criteria and the Content Restrictions set forth in this Sub-Regional Program Official Rules. Fujifilm reserves the right to cancel or modify the Program (as to any particular Fujifilm Region or Sub-Region, or as to the Global Award Program) at its discretion in the event it determines that an insufficient number of applications are received. Limit one (1) application/Submission per person. All required elements of an application must be submitted at the same time, as part of one Submission. The complete Submission must be received by Fujifilm, in the manner set out above, within the Program Application Period.

All Applicants must have a valid email address. No automated entry devices and/or programs permitted. Receipt of entries will not be acknowledged or returned. Fujifilm is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt. Any attempt by any Applicant to obtain more than the stated number of entries by using multiple/different accounts, identities, registrations and logins, email addresses, or any other methods will void that Applicant's entries and that Applicant may be disqualified. Note that in the event of a dispute, the authorized account holder of the email address used to register on the account will be deemed to be the Applicant. The potential Grant Award Recipients may at Fujifilm's option be required to show proof of identification, of residency and of being the authorized email account holder.

By applying, each Applicant represents and warrants that the information contained in his/her Submission is true and correct in all material respects and that Fujifilm may rely on such information. In addition, each Applicant represents and warrants with respect to his/her Submission: (a) the Submission (and Project described therein) is entirely the Applicant's own original creation; (b) the Submission and the Project (and all aspects thereof) have not previously been published to the best of the Applicant's knowledge after appropriate diligence to determine such; (c) the Submission (and the Project described therein) meets the requirements outlined in this Sub-Regional Program Official Rules; (d) the Submission, and the production, development, execution, display, publication, communication, reproduction and use of the Project described in such Submission, will not violate or infringe on any intellectual property or other rights of any third party; and (e) the Submission (and the Project described therein) is in all respect free and clear of any claims or rights of third parties.

Content Restrictions: The Submission and the proposed Project outlined therein:

- Must be original works produced by the Applicant, and all intellectual property rights therein must be owned by the Applicant.
- May not be generated by artificial intelligence or any software.
- Must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity, or any other intellectual property rights.
- Must not in any way disparage Fujifilm or any third party.
- Must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, or libelous.
- Must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age.
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations of any participating country.
- Must be in compliance with all applicable laws, rules, regulations and legal requirements; and
- Must be consistent with and satisfy the purpose of the Program.

Each Applicant acknowledges that other Applicants may have used ideas and/or concepts in their Submissions that may be similar in idea or concept to what is included in Applicant's Submission. Each Applicant understands and agrees that he/she

shall not have any claim against Fujifilm arising out of any such similarity or be entitled to any compensation because of any such similarity.

Use of Submissions. By submitting a Submission, each Applicant automatically grants Fujifilm and its affiliates and their contractors and licensees a royalty-free, irrevocable, perpetual, non-exclusive license to use and copy his/her Submission, in whole or in part, as Fujifilm may determine to be necessary and appropriate in connection with the Program review, selection, verification, award, mentoring, reporting and publication/posting process, as outlined herein.

Privacy Consent. By submitting a Submission, each Applicant consents to Fujifilm and its parent, and their contractors and licensees using and disclosing the Applicant's personal information for the purposes of administering the Program, and for the other purposes described in this Sub-Regional Program Official Rule. As noted above, the *Privacy Policy* at <https://fujifilm-xmea.com/gfx-challenge/gfx-challenge-program-2023-privacy-policy/> will govern all Submissions and Entry information received from Eligible Applicants residing in the Middle East and Africa Sub Region.

Scoring Criteria of Judging and Selection of Grant Award Recipient. Through the Grant Award Process referenced above, the Asia Pacific Region Grant Review Team and Fujifilm Global Grant judging team (that have been selected based on experience in the photography community, and to potentially include both Fujifilm management level personnel and photographers participating in Fujifilm's X-Photographer program) will review and score each Submission received (and the proposed Project outlined therein) based on the following scoring criteria areas, each equally weighted (at 20% each):

1. Relevance of the Project to the Program Objectives, and Applicant's Adherence to the Submission Criteria
2. Appropriateness of the Project story to be told using GFX System Products
3. Creativity and Uniqueness of the described Project
4. Achievability/Execution (Feasibility of the Project, overall budget size, likelihood the Project will be able to be completed as outlined)
5. Applicant background and photography / videography experience and abilities

In the case of a tie, the Submission with the highest score in the criteria referenced in #2 above will be selected.

Grant Award Recipient Notification. Each Europe / Middle East / Africa Region Global Grant Finalists for consideration of a Global Grant Award will be notified via email in accordance with the timeline set forth above. Each of the five (5) selected Europe / Middle East / Africa Region Global Grant Finalists for the Global Grant Award, at Fujifilm's option, may be required to sign and return an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document including license for Fujifilm and its parent and affiliates to use the final images and/or video produced in connection with the Project, to advertise, promote and bring awareness to the Program and the Grant Recipient's Project), and provide proof of identity, residency, age, and other qualifications, within five (5) business days, and to confirm his/her willingness to accept the provided Grant Award and implement the Project as Submitted. The potential Grant Award Recipient will be responsible for all taxes relating to any provided Grant Award. If a potential Europe / Middle East / Africa Region Global Grant Finalist cannot be contacted reasonably after the first notification attempt, if any component of the notification is returned as undeliverable, if any potential Grant Award Recipient rejects the grant (or any portion thereof), or in the event of noncompliance with this Sub-Regional Program Official Rules, such Grant Award Recipient's grant will be forfeited and will be awarded to the Global Grant Award Finalist applicant with the next highest score as judged by Fujifilm Global Grant judging team, without regard to Region of residency.

Each Grant Award Recipient, at Fujifilm's option, may be required to sign and return an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document (including license for Fujifilm and its parent and affiliates to use the final images and/or video produced in connection with the Project, to advertise, promote and bring awareness to the Program and the Grant Award Recipient's Project), and provide proof of identity, residency, age, and other qualifications, within five (5) business days, and to confirm his/her willingness to accept the Grant Award and implement the Project as Submitted. The Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or other document provided by Fujifilm will include a release and indemnity from the Grant Award Recipient for all claims, damages, liabilities, and expenses which may arise in connection with the Grant Award Recipient's Submission, Project, and Project-related activities or actions. The potential Grant Award Recipient will be responsible for all taxes relating to the Regional Grant Award or Global Grant Award to be received. If the potential Grant Award Recipient cannot be contacted reasonably after the first notification attempt,

any component of the notification is returned as undeliverable, if the potential Grant Award Recipient rejects the grant (or any portion thereof), or in the event of noncompliance with this Sub-Regional Program Official Rules, such Grant Award Recipient's grant will be forfeited and may, at Fujifilm's option, either not be awarded or be awarded to the Fujifilm Europe Middle East / Africa Region Applicant with the next highest score as judged by the Fujifilm Europe / Middle East / Africa Region Grant Review Team.

Use of Grant Award Recipient's Name and Likeness and General Release. Participation in the Program and acceptance of a Grant Award in connection with this Program constitutes permission for Fujifilm, its parent and affiliates, and their contractors and licensees to use the Grant Award Recipient's name, address (city, state/province and country), likeness, photograph, picture, portrait, voice, biographical information, Submission, Project progress, Project results and any images and/or video produced as part of the Project to advertise and promote the Program and the Project (including media outreach and press releases), in any form, including without limitation on its web sites and on social networking sites (i.e., Facebook, YouTube, Twitter, etc.), without notice or additional compensation, except where prohibited by law. BY ACCEPTING A GRANT AWARD IN CONNECTION WITH THIS PROGRAM, EACH GRANT AWARD RECIPIENT GRANTS FUJIFILM AND ITS PARENT AND AFFILIATE COMPANIES) THE RIGHT TO POST THE PROJECT IMAGES AND/OR VIDEO, IN WHOLE OR IN PART, WITH OR WITHOUT FUJIFILM'S OWN CONTENT (INCLUDING WITHOUT LIMITATION IN COMBINATION WITH OTHER IMAGES AND/OR VIDEO INCLUDING OTHER GRANT AWARD RECIPIENTS' IMAGES AND/OR VIDEO), ON ITS WEBSITES AND SOCIAL MEDIA SITES WITHOUT ANY ADDITIONAL PERMISSION OR COMPENSATION BEING REQUIRED.

By participating, Applicants and the Grant Award Recipients agree to release, indemnify and hold harmless Fujifilm, its licensees, advertising and promotion agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, (the "**Released Entities**") from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, participation in, judging of, and grant awards issued in connection with, the Program or the Applicant's Submission, or possession, acceptance and/or use or misuse of the Grant Award, or otherwise participation in any Program-related activity, including without limitation, the receipt of any mentoring or support from Fujifilm, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action to the extent caused by the Applicant or the Applicant's Submission. Fujifilm is not responsible if the Program cannot take place or any referenced Grant Award cannot be awarded due to acts of God, acts of terrorism or war, natural disasters, pandemic, epidemic or similar circumstance (including regulations relating thereto), weather, or any other contingency or circumstance occurring beyond its control.

Additional Terms. Fujifilm reserves the right, in its sole discretion, to cancel, terminate, modify, extend, or suspend the Program (as to the Fujifilm Europe / Middle East / Africa Region, or otherwise) should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Program. In such case, Fujifilm may determine to award the grant award from among all eligible entries received prior to and/or after (if appropriate) the action taken by Fujifilm. Fujifilm reserves the right, at its sole discretion, to disqualify any individual it finds, in its discretion, to be tampering with the application process or implementation of the Program.

Limitation of Liability. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF APPLICANTS' PARTICIPATION IN THE PROGRAM, USE OR COPYING OF ANY SUBMISSIONS PROVIDED BY APPLICANTS AS OUTLINED HEREIN, ACCEPTANCE OR USAGE OF THE GRANT OR ANY MENTORING RECEIVED IN CONNECTION WITH THE GRANT PROGRAM OR ANY PORTION THEREOF, OR POSTING OR OTHER PUBLICATION OF THE FINAL PROJECT IMAGES AND/OR VIDEO, INCLUDING WITHOUT LIMITATION DAMAGE TO PROPERTY AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DAMAGES FOR BODILY OR PERSONAL INJURY, EVEN IF FUJIFILM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Governing Law. THIS SUB-REGIONAL PROGRAM OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS WITH RESPECT

THE FUJIFILM MIDDLE EAST'S REGIONAL PROGRAM SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF DIFC (UAE). Program Official Rules and/or the Program shall be subject to exclusive jurisdiction of DIFC COURTS. Participants in the Program agree not to raise the defense of forum non-convenience. In the event there is a discrepancy or inconsistency between statements contained in any Program materials and the terms and conditions of the Sub-Regional Program Official Rules, the Sub-Regional Program Official Rules shall prevail, govern, and control.

Further Information. For additional information, visit the Program website at <https://fujifilm-x.com/>.

Annex: country list in alphabetical order

Aahrain
Egypt
Iraq
Jordan
Kenya
Kuwait
Lebanon
Morocco
Nigeria
Oman
Pakistan
Qatar
Saudi Arabia
South Africa
United Arab Emirates
Uzbekistan