

TERMS AND CONDITIONS

Please read and review the following terms and conditions carefully before entering in the “#TravelByXperia campaign” (“Campaign”) organized by Sony Mobile Communications Inc.. By entering the Campaign, you shall be deemed to have agreed to these terms and conditions. The Campaign is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is hereby completely released of all liability by each participant in this Campaign.

1. The Campaign is open to individuals who have an Instagram account and are the age of majority in their country or region at the time of entry. The individuals who are under the age of majority in there at the time of entry do not allow to enter the Campaign without a consent of their parent or guardian.
2. To enter the Campaign, you must complete the following steps:
 - Step 1: follow the @SonyXperia Instagram account and
 - Step 2: upload to your Instagram account photo(s) taken by you personally using an Xperia device and add the following hashtags:
 - ✓ #TravelByXperia
 - ✓ The name of your country or region, e.g. #France
 - ✓ The name of your Xperia device, e.g. #Xperia5II (All Xperia series smartphones are accepted.)
3. The photo(s) must have been taken using an Xperia series smartphone. Your Instagram account must be set to public in order to participate in the Campaign.
4. Participants are prohibited from tagging or entering any defamatory, libellous, obscene, pornographic, profane, threatening, or unlawful material (both in respect of photo(s) and any associated comments/tags) or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law or [Instagram’s Terms of Use](#).
5. We will select the photo(s) in line with the concept of the Campaign out of the entries participated pursuant to these terms and conditions, at our sole discretion, and share on Sony group websites and social media accounts (Collectively, “our Media”). After the selection process, we will contact you using Instagram Direct from @SonyXperia Instagram account for the

purpose of verifying the details of the photo(s). You acknowledge that we will not make any monetary payment, gift or any other value in kind to you (e.g. devices) in return for selecting the photo(s) .

6. By entering the photo(s) into the Campaign, the participant warrants that:
 - 1) the photo(s) comply fully with these terms and conditions and [Instagram's Terms of Use](#);
 - 2) the photo(s) are original taken by the participant using an Xperia series smartphone;
 - 3) the participant owns all rights (including copyright) to grant the license of the photo(s) to us pursuant to these terms and conditions;
 - 4) the photo(s) do not infringe the rights of any third party (including the right of publicity, privacy or any other equivalent rights of a person);
 - 5) permission (including permission from parents or guardians, in case any image and any other personal information of children is included in the photo(s)) has been obtained to use the image and any other personal information of any person included in any of the photo(s) and
 - 6) the appropriate licenses, permissions and/or releases have been obtained to use any music, images, video, audio, photos, text, or other materials contained in such photo(s) from the owners thereof. The participant acknowledges that the submission of the photo(s) from third party sources (including, for example, other websites or blogs) is prohibited and use of such photo(s) without permission may constitute infringement of copyright.
7. Entries shared by us may be excluded from our Media if we reasonably determine that there has been breach of these terms and conditions or infringement public order and morality.
8. The participant grants us an irrevocable, non-exclusive, free of charge licence to copy, modify, edit, adapt, publish, reproduce, display, distribute or otherwise use the photo(s) in any our Media (including a right to sub-licence to other Sony group companies). In particular, the participant acknowledges and agrees that the photo(s) may be published on our Media and that we may edit or alter the selected photo(s) (e.g. cropping or addition of image, music or sound effects). Any other use of the photo(s) will be subject agreement with the participant. The participant warrants that it has the rights necessary to grant the licence set out in this section. The participant agrees to waive all moral rights in the use of the photo(s).

9. We accept no liability in respect of the use of publication of the photo(s) and the participant shall be solely responsible for resolving any disputes with third parties relating to them, at their own cost. The participant agrees to indemnify and hold harmless us, Sony group companies, directors, employees and agents from and against any claims, damages, losses, costs or expenses of any kind howsoever arising in connection with his/her participation in this Campaign, including the use by us of the photo(s) and the participant's acceptance.
10. We make no representations or warranties whether express or implied, regarding this Campaign, other than as expressly set out in these terms and conditions. We shall not be liable for any technical errors or errors on the Instagram platform that may prevent a participant from entering the Campaign or from receiving or sending direct messages. We do not seek to exclude liability for death or personal injury arising from its own negligence.
11. Failure by us to enforce any of these terms and conditions shall not constitute a waiver of that provision.
12. Unless local law in the participant's country or region of residence provides otherwise, the Campaign and these terms and conditions are governed by the laws of Japan. Any dispute regarding the Campaign shall be subject to the jurisdiction of the Tokyo District Court as the court of first instance.