

Picture Protection Terms

Subject to the following terms and the KODAK EASYSHARE Gallery Terms of Service, the Picture Protection Program ("Program") allows annual Premier subscribers to replace prints and other photo products purchased from KODAK EASYSHARE Gallery and obtain an Archive CD of digital images in their account that are lost in a hard drive crash.

1. Each annual Premier subscriber is eligible to receive one credit, up to \$500 per subscription year to:

a) Replace prints and other physical photo products purchased from KODAK EASYSHARE Gallery in the event of loss due to natural disaster or human error, so long as the source images are in the subscriber's Gallery account at the time of the loss.

b) Produce one or more Archive CDs containing images currently in the subscriber's Gallery account, in the event of a hard drive crash or theft.

2. If Gallery staff can reproduce the lost prints or products using order history file information, KODAK will use reasonable efforts to do so automatically upon receipt of a claim, ship the item using standard ground delivery, and adjust the subscriber's credit balance accordingly. Purchases made within the past 365 days from the date the claim was made normally will be capable of reproduction. If Gallery staff cannot easily reproduce the lost item based on order history records, the subscriber will receive a credit to allow them to reproduce their lost project or prints from the images currently in their Gallery account. Gallery reserves full discretion to issue a credit rather than to attempt to reproduce the lost item.

3. KODAK EASYSHARE Gallery Picture Protection credit policy:

a) In the case of loss of a physical product, KODAK EASYSHARE Gallery will issue credits based on the retail list price of the lost product at the time the claim is submitted. If the lost product is no longer offered, KODAK EASYSHARE Gallery, at its sole discretion, reserves the right to offer a credit redeemable at KODAK EASYSHARE Gallery toward a comparable product.

b) In the case of hard drive crash or theft, KODAK EASYSHARE Gallery will issue credits based on the retail price of an Archive CD multiplied by the number of Archive CDs required to download all pictures that are in the subscriber's Gallery account at the time a claim is made.

c) Standard ground, not expedited, shipping costs will be included up to the \$500 maximum credit.

4. The maximum credit amount allowed per subscription year is \$500. The maximum number of claims per subscription year is one. A subscription year commences on the

date the subscriber purchased an annual subscription, and ends on the day preceding that date in the following year.

5. The credit will be issued and posted to the subscriber's Gallery account on kodakgallery.com for redemption.

6. Proof of loss will be required. See below for details on claim requirements. If return of damaged product is required, the subscriber is responsible for paying shipping costs to return the item.

7. The Program applies only to lost prints or products that were purchased and mailed directly from the Gallery. The Program does not apply to products purchased from retail partners, such as PhotoStamps or Photoshow DVDs. Claims are subject to verification. KODAK EASYSHARE Gallery reserves the right to reject a claim if the subscriber's order history records do not verify that the subscriber purchased the lost item from KODAK EASYSHARE Gallery.

8. KODAK EASYSHARE Gallery does not guarantee that all uploaded account images or projects will always be available to use for replacement or reprinting of past product purchases or creation of an Archive CD. See KODAK EASYSHARE Gallery Terms of Service sections 3 and 11 for important limitations. You should always keep back-up copies of your photos. KODAK EASYSHARE Gallery will issue a credit only if the pictures involved in the loss are in your account at the time you submit a claim.

9. The subscriber must be in good standing, membership dues have been remitted, both when the claim arises and when the claim is made.

10. The Program applies to losses experienced after the Program commencement date of April 16th, 2007.

11. KODAK reserves the right to discontinue this Program at any time. Any claims that accrued prior to the date of discontinuance will be honored, provided that the Program requirements are met. Following discontinuance of the Program, KODAK may reintroduce the Program as a subscription service that is subject to fees.

12. KODAK reserves the right to investigate and reject any claim which it believes to be fraudulent or not covered under these terms for any reason. Fraudulent claims may be prosecuted to the fullest extent of the law.

How to make a claim within each case scenario:

Human Error

In the event that the subscriber's Gallery purchase is damaged by human error (defined as an event in which a photo product or print is accidentally damaged by the hands of the owner or someone else, such as spilled beverages, sun or water damage

and other relevant incidents that cause irreparable damage) physical proof of the damaged item is required in order for the Gallery to process the claim and issue a credit that will correspond in value. The subscriber is responsible for shipping costs incurred to ship the damaged item to the Gallery. The damaged item must be enclosed with the completed Picture Protection Claim Form and mailed to: Attn: Customer Service, Picture Protection Claims, 1480 64th Street, Suite 300, Emeryville, CA 94608. Human error does not include intentional damage to a photo product or print.

Hard Drive Crash or Theft

In the event that the subscriber's computer hard drive crashes or has been stolen, and the subscriber has lost access to the digital images that were stored on your hard drive, which are also stored on your KODAK EASYSHARE Gallery account, the computer make, model and place of purchase must be included on the claim form. In the case of theft, a police report of the stolen computer must be enclosed with the completed Picture Protection Claim Form and mailed to: Attn: Customer Service, Picture Protection Claims, 1480 64th Street, Suite 300, Emeryville, CA 94608.

Natural Disaster

In the event that the subscriber's Gallery purchase is damaged by natural disaster (defined as any event or force of nature that has catastrophic consequences, such as avalanche, earthquake, flood, fire, hurricane, lightning, tornado, tsunami and volcanic eruption) a copy of a police, fire or insurance claim must be enclosed with the completed Picture Protection Claim Form and mailed to: Attn: Customer Service, Picture Protection Claims, 1480 64th Street, Suite 300, Emeryville, CA 94608.



Picture Protection Claim Form

Send claims and required proof to:

Attn: Customer Service
Picture Protection Claims
1480 64th Street, Suite 300
Emeryville, CA 94608

Name <i>(Please Print)</i>	<u>First:</u>	<u>Last:</u>
Date of Damage or Loss	____ / ____ / ____	
Date of Claim (today's date)	____ / ____ / ____	
Email address <i>(the one you use for your Gallery account):</i>		
Phone Number	(____) _____	

Shipping Address		
Street		City
2nd Address	State	Zip

TYPE OF CLAIM *check box that applies and provide required proof as stated:*

<input type="checkbox"/> Human Error	<i>Describe incident. identify the damaged products (e.g. 10 4x6 prints, 2 Legacy photo book with number of pages), and send damaged products to address listed above:</i>
<input type="checkbox"/> Hard Drive Crash or Theft	<i>Describe how hard drive crashed or the incident of theft, and specify computer make, model and place of purchase. In cases of theft, you must include a police report.</i>
<input type="checkbox"/> Natural Disaster	<i>Describe incident and damaged products (e.g. 10 4x6 prints, 2 Legacy photo books) and include a copy of police, fire report, or insurance claim form with this form:</i>

By signature I am verifying that the information stated on this form is true, under penalties of perjury. I understand that my claim may be rejected or I may have to pay back to Kodak Gallery the value of any credits they issued plus their costs of processing the claim, if the content of this claim is found to be fraudulent, fabricated or untrue.

X _____ **date** _____

