

# **Rules & Regulations**

## **The Japan Travel Specialist Contest (the “JTS Contest”)**

THE **JTS CONTEST** IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. THE CONTEST IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY. PARTICIPANTS MUST HAVE COMPLETED THE JAPAN TRAVEL SPECIALIST ONLINE EDUCATION PROGRAM AND BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. THE JTS CONTEST IS VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

1. **ELIGIBILITY.** To be eligible for this Contest, an individual must:
  - a. be a legal resident of Canada and a travel agent licensed by his or her provincial or territorial licensing authority;
  - b. be of the age of majority in his/her province or territory of residence or older at the time of entry. Any participant under the age of majority is not eligible.
  - c. be legally able to travel to Japan; and
  - d. have successfully completed the Japan Travel Specialist Online Education Program set out on the Japan National Tourist Organization (the “JNTO”) web site [[www.jnto.go.jp/canada](http://www.jnto.go.jp/canada)]
  
2. **HOW TO ENTER.**

Once a participant has completed the Japan Travel Specialist Online Education Program, he or she is eligible to enter the JTS contest.
  
3. **PRIZES**
  - a. **Prizes.** There are four (4) Grand Prizes sponsored by Air Canada (the “AC”) and Japan Airlines (the “JAL”) and eight (8) Special Prizes contributed by JNTO available to be won.
    - a.1. Each Grand Prize will consist of one (1) return airline ticket in economy class to Tokyo from any city where AC or JAL fly in Canada.
    - a.2. Each Special Prize will consist of a Japanese lacquer box or a ceramic plate..

- b. **Winner Announcement:** Winners of a Grand Prize will be advised by email from the JNTO office and the announcement will be posted on the JNTO website within 5 working days after each draw. Each Grand Prize will be confirmed by a prize letter from AC or JAL. Each Special Prize will be delivered by Post or courier service from JNTO office.
  - c. Winner of a Grand Prize must be available to begin and complete the use of their Prize by the date specified by AC or JAL. Each winner acknowledges there are blackout periods during which he/she will not be able to utilize their Grand Prize and that the use of the Grand Prize will be subject to the conditions listed on the Prize Letter issued by AC or JAL.
  - d. To give effect to the Grand Prize, a winner will be required to contact AC or JAL directly and provide them with the details set out in the prize letter.
  - e. A Grand Prize cannot be transferred or exchanged for cash and must be accepted as awarded. Each winner will be responsible for all other costs and expenses it may incur in using the Grand Prize including, but not limited to transportation to and from the originating airport, travel and medical insurance, travel documentation, airport improvement fees, departure taxes or fees, all taxes, fuel or other surcharges, and any other expenses not explicitly included in the Prize.
  - f. Each Special Prize will be delivered to the winners thereof by post or courier service.
  - g. Each winner must comply with the contest rules and sign and return the Release described below.
- 4. WINNER SELECTION.** The Winner will be selected by an electronic random draw. The prize draws will take place at the following times:
- Thursday, October 1st, 2009, in Toronto, Ontario at 12 noon EDT  
 One (1) Grand Prize – one (1) return airline ticket in economy class from AC  
 Two (2) Special Prize - Japanese lacquer box or ceramic plate from JNTO
- Tuesday, December 1<sup>st</sup>, 2009, in Toronto, Ontario at 12 noon EDT  
 One (1) Grand Prize – one (1) return airline ticket in economy class from JAL  
 Two (2) Special Prize - Japanese lacquer box or ceramic plate from JNTO
- Monday, February 1<sup>st</sup>, 2010, in Toronto, Ontario, at 12 noon EDT  
 One (1) Grand Prize – one (1) return airline ticket in economy class from AC  
 Two (2) Special Prize - Japanese lacquer box or ceramic plate from JNTO

Monday, March 1<sup>st</sup>, 2010, in Toronto, Ontario at 12 noon EDT

One (1) Grand Prize – one (1) return airline ticket in economy class from JAL

Two (2) Special Prize - Japanese box or ceramic plate from JNTO

5. **RELEASE.** Each winner will be required to execute a legal agreement and release (“Release”) that confirms that winner’s: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of JNTO, AC and JAL (the “Sponsors”) and their subsidiaries, affiliates, employees, directors, officers, suppliers, agents and administrators (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom.
6. **INDEMNIFICATION BY ENTRANT.** Every person who enters the Contest hereby releases and holds the Sponsors harmless from any and all liability for any injuries, loss or damage of any kind to themselves, or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, any breach of these Contest Rules, or in any Prize-related activity and from any and all claims by third parties relating to the Contest, without limitation.
7. **LIMITATION OF LIABILITY.** Each entrant in the Contest assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest or the Contest Website.
8. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available at [[www.jnto.go.jp/canada](http://www.jnto.go.jp/canada)] throughout the period of the Contest. JNTO reserves the right, in its sole discretion, to disqualify any Contest entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website; (c) violating the terms of service, conditions or use and/or general rules or guidelines of the Contest

website; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE JNTO WEBSITE, OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, JNTO RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

9. **PRIVACY / USE OF PERSONAL INFORMATION.** By participating in the Contest, entrant: (a) grants to JNTO the right to use his or her name, mailing address, telephone number, and e-mail address (“**Personal Information**”) for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; (b) grants to JNTO the right to use his or her name for publicity and promotional purposes relating to the Contest in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (c) acknowledges that JNTO may disclose his or her Personal Information to third-party agents and service providers of any of JNTO only in connection with any of the activities listed in (a) and (b) above. JNTO will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with federal and provincial laws.
10. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by JNTO and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
11. **TERMINATION.** JNTO reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
12. **LAW.** These are the official Contest Rules. This Contest is subject to applicable federal and provincial laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable federal and provincial laws or the policy of any other entity having jurisdiction over JNTO. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between any entrant in the Contest and JNTO in connection with the Contest shall be governed by and construed

in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

13. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.