

Rules for Japan Travel Specialist Online Education Program Trip to Japan 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 IN THE JTS CONTEST MUST HAVE COMPLETED THE JAPAN TRAVEL SPECIALIST ONLINE EDUCATION PROGRAM SPONSORED BY JAPAN NATIONAL TOURISM ORGANIZATION (“JNTO”) 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 JTS 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 JNTO web site [www.ilovejapan.ca]

2. NON-ELIGIBILITY. JNTO, its employees, representatives and mandataries, contest judges and persons with whom they are domiciled are not eligible for the JTS Contest.

3. HOW TO ENTER.

- a. Once a participant has completed the Japan Travel Specialist Online Education Program, he or she is automatically entered into the JTS Specialist contest.

4. PRIZES.

- a. **Prizes.** There is one (1) Grand Prize sponsored by Air Canada (“AC”), and one (1) Grand Prize sponsored by Japan Airlines (“JAL”) available to be won. Each Grand Prize will consist of one (1) return airline ticket in economy class to Tokyo, Japan from any airport in Canada from which AC or JAL fly.

The approximate retail value of each Grand Prize is \$1,200.00 Canadian.

- b. **Announcement of Winners.** Winners of a Grand Prize will be advised by electronic mail from the JNTO office. The announcement of the name of each winner will be posted on the JNTO website within five (5) business days after each draw. Each Grand Prize will be confirmed by a prize letter issued from either AC or JAL, as the case may be (the “Prize Letter”).

c. A winner of a Grand Prize must be available to begin and complete the use of their prize by the date specified by either AC or JAL. Each winner acknowledges that there are blackout periods during which he or she will not be able to utilize their Grand Prize and that the use of the Grand Prize will be subject to the conditions set out on the Prize Letter issued by either AC or JAL. The use of the Prize is not eligible for frequent flyer mileage points. Subject to availability, changes to flight time and date of travel are permitted with a change fee of \$50.00, plus taxes, per person. All airport fees, departure taxes and security and fuel surcharges are the responsibility of the winner and are not part of the Prize.

d. To give effect to a Grand prize, the winner will be required to contact AC or JAL as the case may be and confirm their receipt of the Prize Letter and the dates the winner wishes to utilize the Grand Prize.

e. A Grand Prize cannot be transferred or exchanged for cash and must be accepted as awarded. The winner and travel companion will be responsible for all other costs and expenses including transportation to and from the originating airport, travel and medical insurance, travel documentation, airport improvement fees, all taxes, fuel or other surcharges, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Grand Prize.

f. The winner must comply with the contest rules and sign and return the Release described below.

5. WINNER SELECTION. Each winner will be selected by a random draw conducted by JNTO. The prize draws will take place at the following times:

a. Thursday, December 1, 2011 in Toronto, Ontario at 12 noon EST

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

b. Thursday, March 1, 2012 in Toronto, Ontario at 12 noon EST

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

6. RELEASE. Each Winner will be required to execute a legal agreement and release (“Release”) that confirms the Winner’s: (i) eligibility for the JNTO Contest and compliance with the JNTO Contest rules; (ii) acceptance of the prize as offered; (iii) release of AC, JAL and JNTO and their subsidiaries, affiliates, employees, directors, officers, suppliers, agents and administrators (collectively, the “Releases”) from any and all liability for any loss, harm, damages, costs or expenses arising out of participation in the JNTO Contest, participation in any JNTO 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.

7. INDEMNIFICATION BY ENTRANT. Every person who enters the JNTO Contest hereby releases and holds harmless JNTO, AC and JAL 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 JNTO Contest, any breach of the JNTO Contest rules, or in any prize-related activity and from any and all claims by third parties relating to the JNTO Contest, without limitation.

8. LIMITATION OF LIABILITY. Each entrant in the JNTO Contest assumes liability for injuries caused or claimed to be caused by participating in the JNTO Contest, or by the acceptance, possession,

use of, or failure to receive any prize. JNTO assumes no responsibility or liability in the event that the JNTO Contest cannot be conducted as planned for any reason, including those reasons beyond the control of JNTO, 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 JNTO Contest or the JNTO Contest Website.

9. CONDUCT. By participating in the JNTO Contest, each entrant agrees to be bound by the JNTO Contest Rules, which will be posted at the JNTO Contest Website and made available at [\[www.ilovejapan.ca\]](http://www.ilovejapan.ca) throughout the period of the JNTO Contest. JNTO reserves the right, in its sole discretion, to disqualify any JNTO Contest entrant found to be: (a) violating the JNTO Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the JNTO Contest or the JNTO Contest Website; (c) violating the terms of service, conditions or use and/or general rules or guidelines of the JNTO 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.

10. PRIVACY / USE OF PERSONAL INFORMATION. By participating in the JNTO Contest, each 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 JNTO 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 JNTO 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 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.

11. 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.

12. TERMINATION. JNTO reserves the right, in its sole discretion, to terminate the JNTO Contest, in whole or in part, and/or modify, amend or suspend the JNTO Contest, and/or the JNTO Contest Rules in any way, at any time, for any reason without prior notice.

13. LAW. These are the official JNTO Contest Rules. This JNTO Contest is subject to applicable federal and provincial laws and regulations. These JNTO 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 JNTO Contest Rules or the rights and obligations as between any

entrant in the JNTO Contest and JNTO in connection with the JNTO Contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

14. QUÉBEC RESIDENTS. Any litigation respecting the conduct organization of this Contest may be submitted to the *Régie des alcools, des courses et des jeux*, for a ruling. Any litigation respecting the awarding of the prizes may be submitted to the *Régie des alcools, des courses et des jeux* only for the purpose of helping the parties reach a settlement.

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