

Win a Trip for 2 to Tokyo

THE Win a Trip for 2 to Tokyo CONTEST (THE "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 (EXCLUDING THE PROVINCE OF QUEBEC). NO PURCHASE IS NECESSARY. DO NOT ENTER THIS CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF CANADA (EXCLUDING THE PROVINCE OF QUEBEC). NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. 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 (excluding the province of Quebec).
- 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 within applicable period as set out below.

Employees of Japan National Tourist Organization, Japan Airlines, WestJet Airlines and Cerulean Tower Tokyu Hotel (collectively, the "Sponsors"), their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members and/or the immediate family of any of the above, are not eligible to participate in the Contest. For the purpose of the Contest Rules, "immediate family" means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household and includes common law spouse and same sex spouse as defined by relevant statute.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD

The Contest begins at **12:00a.m.** Eastern Daylight Time ("EDT") on **Sunday, June 1, 2008** and ends at **11:59 p.m.** EDT on **Monday, June 30, 2008** (the "Contest Period").

3. HOW TO ENTER

- a. There is no purchase necessary to enter the Contest. Entries must be received online. To enter, complete and submit the entry form located at the Japan National Tourist Organization which can be found at www.jnto.go.jp/canada
- b. There is a limit of one (1) entry per person. Multiple entries by the same person will result in disqualification of all entries from that person. All required fields of the online voting form must be completed in accordance with the online instructions.
- c. Entries must be received on the Japan National Tourist Organization server no later

than the end of the Contest Period. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.

d. Entries shall be deemed to be submitted by the authorized account holder of the e-mail address associated with the entry. For the purpose of these Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winners may be required to provide the Sponsors with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

4. PRIZES

There are two (2) prizes available to be won.

a. Each prize will consist of: a) a pair of return airline tickets in economy class to Vancouver from one of Toronto, Montreal, Ottawa, Winnipeg, Calgary, Edmonton, Kelowna, or Prince George (these airports, along with the Vancouver International Airport, make up the Originating Airports) on WestJet Airlines together with a pair of return airline tickets in economy class on a connecting Japan Airlines flight from Vancouver to Tokyo Narita airport; and b) Seven (7) nights of hotel accommodations in a twin room provided by Cerulean Tower Tokyu Hotel in Tokyo (collectively, the "Prize"). The Prize has an approximate value of CDN\$ 10,000.00. The actual value of the Prize will vary on account of the difference in air fare from the departure city to Vancouver. The winner is not entitled to the monetary difference between the actual prize value and the stated approximate prize value, if any. WestJet's departing and arrival cities within Canada are subject to change

b. **Winner Announcement:** Winners will be announced in the National Post on Saturday, July 12th, 2008 and on the Japan National Tourist Organization (www.jnto.go.jp/canada). Winners must claim their prize on or before Thursday, July 31st, 2008. Evidence of winning the Prize will be distributed within ten [10] days after each Winner has been successfully notified of his or her Prize and agreed to and acknowledged the Contest Rules. The evidence of winning the Prize will be letters confirming the prize from the Sponsors.

c. The Winner and his or her travel companion must be available to begin and complete the use of their Prize during the period from Friday, August 1st, 2008 to Thursday, July 31st, 2009. Provided that the Prize may not be utilized so that the flights included in the Prize take place during the blackout periods of WestJet Airlines, if applicable, or Japan Airlines, as the case may be or during periods where there is no hotel accommodation available at the Cerulean Tower Tokyu Hotel in Tokyo. The Winner shall make themselves available to travel on dates where space can be confirmed concurrently on WestJet Airlines. Cerulean Tower Tokyu Hotel in Tokyo, and Japan Airlines Should the Winner and travel companion be unable to travel within the dates and times designated by the Sponsors, the prize will be forfeited. The Winner will be informed of available travel dates. Space is subject to availability at time of booking. The Winner and companion must travel together. The tickets are valid for three months from date of issue.

d. If, at any time, it is determined that the finalist has not met any of the eligibility conditions, the Prize shall be immediately forfeited, and the Sponsors shall have no further responsibility to the selected entrant

- e. 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, meals, all spending money and any other expense not explicitly included in the Prize. All applicable transportation taxes, fuel surcharges, security charges and insurance charges require payment prior to tickets being issued.
- f. The travel companion must comply with the Contest Rules and sign and return the Release described below.
- g. The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- h. The Prize cannot be used in conjunction with any other promotion or offer and may not be separated. All tickets issued in conjunction with the Prize are not eligible for frequent flyer miles, and no code-share flights may be used.

5. WINNER SELECTION

Two (2) Winners shall be selected as follows:

- a. On **Wednesday, July 2nd, 2008** in **Toronto, Ontario** at **12 noon, EDT**, two (2) potential winners will be selected by a random draw from all eligible entries received. Each potential winner shall be eligible to win only one (1) prize.
- b. Each selected potential winner will be notified by telephone or e-mail no later than **Wednesday, July 2nd, 2008** at **5 p.m. EDT** and must respond by telephone to the contact number provided in the notification, **by 5 p.m. EDT, Friday, July 4th, 2008**. If the selected potential winner does not respond in accordance with the Contest Rules, he or she will be disqualified and will not receive a prize and another potential winner may be selected in the Sponsors' sole discretion from the remaining ballots. The Sponsors are not responsible for the failure for any reason whatsoever of a selected potential winner to receive notification or for the Sponsors failure to receive a selected potential winner's response.
- c. The Sponsors will have no liability to a finalist who is unable to attend or take part in any part of the Contest Trip for whatever reason.

6. SKILL TESTING QUESTION AND PRE-CONDITION TO BECOMING A WINNER

Before being declared a Winner, each selected potential winner shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Contest Rules and sign and return the Release hereinafter described.

7. ODDS OF WINNING

The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors.

8. RELEASE

Each Winner and travel companion will be required to execute a legal agreement and release ("Release") that confirms Winner's and travel companion's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, suppliers, agents, sponsors 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.

9. INDEMNIFICATION BY ENTRANT

Every person who enters the Contest hereby releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to themselves, the Releasees 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.

10. LIMITATION OF LIABILITY

a. The Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete entries, illegible, stolen, or misdirected entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. 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 the 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, the Contest Website. Potential Winners agree that in the event of a dispute, all the Sponsor's decisions are final

b. If for any reason the Contest is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical

failure, human error or any other causes beyond the control of the Sponsors that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, the Sponsors reserve the right in their sole discretion, to disqualify any individual who tampers with the voting process, and to cancel, terminate, modify or suspend the Contest.

c. The Sponsors will not be responsible, if weather conditions, event cancellations, missed departures caused by the Prize winner or other factors beyond their reasonable control prevent the Prize or portion thereof from being fulfilled

11. 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] throughout the Contest Period. The Sponsors reserve the right, in their 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. The Sponsor reserves the right in its sole discretion, to void any and all entries of an entrant when the Sponsor believes the entrant has attempted to tamper with or impair the administration, security, fairness or proper play of this contest or the website. ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST 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, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

12. PRIVACY / USE OF PERSONAL INFORMATION

By participating in the Contest, entrant: (a) grants to the Sponsors the right to use his or her name, picture, 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 the Sponsors the right to use his or her name and picture 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 the Sponsors may disclose his or her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (a) and (b) above. The Sponsors 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.

13. 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 the Sponsors and/or their 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. By participating in this contest, the Winner and companion must agree that the Sponsors may use their names, picture/portrait likeness and/or voice, for advertising and other purposes without further consideration, payment or notice in perpetuity.

14. TERMINATION

The Sponsors reserve the right, in their 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.

15. DECISIONS OF SPONSORS

In the event of any dispute concerning the operation of any element of the Contest or these Contest Rules, the decision of the Sponsors will be final.

16. LAW

These are the official Contest Rules. This Contest is void where prohibited by law and 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 the Sponsors. The Sponsors also reserve the right to amend the Contest Rules at any time without any liability to any Winner or entrant. 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 the Sponsors 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. Any action at law or in equity arising out of or relating to the Contest and these terms and conditions shall be filed only in the provincial or federal courts located in Toronto, Ontario, and by participating in the Contest, the entrant consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action.

17. 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.