



OFFICIAL CONTEST RULES

Visit Japan with WestJet Campaign (the “**Contest**”) is being conducted by Japan National Tourism Organization (“**JNTO**”) hereinafter referred to as the “**Contest Sponsor**”), WestJet (hereinafter referred to as the “**Prize Supplier(s)**”), and shall be construed and evaluated according to applicable Canadian law. Entry in this Contest constitutes each entrant’s acceptance of, and agreement to be legally bound by, these Official Rules and Regulations (the “**Rules**”).

ELIGIBILITY:

Contest open to residents in Canada, except Quebec residents, employees and immediate family members (and/or persons domiciled with) of Japan National Tourism Organization and/or any employees or members of their affiliated companies, their advertising or promotional agencies, prize suppliers or affiliates. Winner must be a legal resident and must have reached the age of majority in their province of residence.

CONTEST:

The contest opens **April 03, 2023 at 09:00 AM EST and closes April 06, 2023 at 5:00 PM EST** (the “**Contest Period**”).

HOW TO ENTER:

There is one (1) way to earn an Entry (“**Entry**”) in the Contest as follows:

1. Follow @visitjapanca and @westjet and tag another person you would like to enjoy a Japan getaway within the comments section.

PRIZE PACKAGE:

There is one (1) prize available to be won (the “**Prize**”) and consists of:

- WestJet: one (1) roundtrip flight for two (2) guests from any Canadian WestJet destination to Narita, Japan on a WestJet marketed and operated flight via Calgary*. No cash value, fees, taxes, surcharges are included, blackout dates and other restrictions apply – see Schedule A.

Estimated potential retail value: \$6,320 CAD. Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Contest Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted except at Contest Sponsor’s option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Contest Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Contest Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and/or (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Contest Sponsor’s sole discretion, a cash award; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part. **Additional Prize conditions, if any, provided by the Prize Supplier are included below in Schedule “A” to these Rules.**

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Prize. No compensation whatsoever will be provided to the confirmed winner or any other person or entity in the event of such delay, cancellation or other event contemplated herein.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or



equitable remedy from either the Contest Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Contest Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

ELIGIBLE WINNER SELECTION

The odds of being selected as the potential winner are dependent upon the number of eligible Entries submitted and received in accordance with these Rules. On April 11, 2023 at approximately 12:00pm [noon] EST in Toronto, ON (the “**Draw Date**”), a data pull for all eligible Entries will be completed and one (1) potential winner will be selected by a random draw from all eligible Entries submitted and received in accordance with these Rules.

Following the Draw Date, the Contest Sponsor or its designated representatives will make no less than three (3) attempts to contact the eligible winner by Instagram message, during the seven (7) day period (the “**Contact Period**”) immediately following the Draw Date. Upon notification, the eligible winner must respond by Instagram message to the contact provided in the notification, and the eligible winner’s response must be received by the Contest Sponsor by no later than 5:00 p.m. EST on the required return date stipulated in such notification. If the potential winner does not respond in accordance with these Rules, he/she may be disqualified, at the sole and absolute discretion of the Contest Sponsor, in which event he/she will not receive the Prize and another potential winner may be selected from the remaining eligible Entries, in the Contest Sponsor’s sole discretion, whom the Contest Sponsor or its representatives will attempt to contact, and who must respond or will be subject to disqualification, in the same manner (adjusting timeframes, including the Contact Period, accordingly). Neither the Contest Sponsor, nor any of the other Released Parties are responsible for the failure for any reason whatsoever of the eligible winner to receive notification or for the Contest Sponsor to receive the eligible winner’s response.

Before being declared as the confirmed winner, the eligible winner will be required to answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question during a pre-arranged telephone call and comply with the Rules. Without limiting the generality of the forgoing, the Contest Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. No individual will be declared a winner until the Contest Sponsor officially confirms s/he as the winner in accordance with the Rules.

By accepting the prize, winners agree and acknowledge that Japan National Tourism Organization (The Promoter), or prize partners:

- can contact them to provide comments about the Incentive and may take photos or recordings of them.
- may use any comments obtained from them, their name, and/or likeness and any photos or recordings taken of them (the Materials) for future Incentive and marketing purposes without further reference or compensation to them.
- may duplicate, alter, adapt, and utilize the Materials as the Promoter wishes at anytime, anywhere, and by any means (including communicating them to the public in any media, including media not yet in existence). The Promoter may license, authorize, or otherwise transfer the rights in the Materials to others to do the same.
- they grant on creation of the Materials as a royalty free, perpetual, exclusive and irrevocable license to use the Materials for whatever purpose it determines.

RELEASE

- The confirmed winner will be required to execute a legal agreement and release (“**Release**”) that confirms winner’s:
 - eligibility for the Contest and compliance with these Rules;
 - acceptance of the Prize as offered;
 - release of the Contest Sponsor and all of the other Released Parties 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 or any portion thereof, 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 there from; and
 - grant to the Contest Sponsor and the Prize Suppliers of the unrestricted right, in the Contest Sponsor’s individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the winner’s name, photograph, likeness, voice and



biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

- The executed Release must be returned within five (5) business days of the verification as a winner or the selected potential winner may, in the sole discretion of the Contest Sponsor, be disqualified and the Prize be forfeited.

INDEMNIFICATION BY ENTRANT

By entering this Contest, each entrant releases and holds each of the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant, Released Party or any other person or entity, including, without limitation, 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 Rules, or in any Prize-related activity. Each entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Contest, without limitation.

LIMITATION OF LIABILITY

- The Released Parties assume no responsibility or liability whatsoever for lost, late, misdirected or incomplete Entries, Requests, Donations, notifications, responses, replies requests or any Release, or for any telephone, hardware, software or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an Entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused 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 Released Parties 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, Requests, Donations and/or other information. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines on account of technical problems or otherwise. The Released Parties are not responsible for anyone being incorrectly and/or mistakenly identified as a winner or eligible winner.
- The Released Parties are not responsible for any injury or damage caused to any entrant, person or entity relating to or resulting from participating or attempting to participate in the Contest. Entrant 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 the Prize or any portion thereof. The Released Parties 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 Contest Sponsor, such as infection by tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

CONDUCT

By entering this Contest, each entrant agrees to be bound by these Rules, which will be posted at: <https://www.japan.travel/en/ca/news/round-trip-flight-for-two-to-japan-with-westjet/> throughout the Contest Period. Each entrant further agrees to be bound by the decisions of the Contest Sponsor, which shall be final and binding without right of appeal in all respects. The Contest Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (i) violating the Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Contest; and/or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THE CONTEST SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.



PRIVACY & USE OF PERSONAL INFORMATION.

By participating in the Contest, the entrant:

- a. grants to the Contest Sponsor the right to use his/her name, mailing address, telephone number, and email address (the “**Personal Information**”) for the purpose of administering the Contest, including, but not limited to, contacting the eligible winner; and
- b. acknowledges that the Contest Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Contest Sponsor in connection with any of the activities listed in (a) above.

The Contest Sponsor and any third-party agents of the Contest Sponsor 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 Japan National Tourism Organization’s Privacy Policy available at: <https://www.japan.travel/en/ca/privacy-policy/>. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of their Personal Information.

TERMINATION AND AMENDMENTS

The decisions of the judges are final and not subject to appeal. Void where prohibited by law. We reserve the right to cancel or alter this contest at any time without prior notice

GENERAL

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

COUNTRY ENTRY REQUIREMENTS:

Be sure to check country and state entry requirements before booking your trip. For more information visit: <https://www.japan.travel/en/practical-coronavirus-information/>

SCHEDULE “A” – ADDITIONAL PRIZE CONDITIONS

Additional Prize Conditions

WestJet Prize Voucher:

The WestJet Voucher (the “**WestJet Voucher**”) is valid for one (1) roundtrip flight for two (2) guests in Economy from a regularly scheduled, marketed and operated WestJet destination to Narita, Japan and is subject to the following conditions (as specified by WestJet):

1. Fees, taxes and surcharges are covered by WestJet. Your exclusive WestJet voucher is valid on a regularly scheduled WestJet marketed and operated flight from Calgary to Narita, Japan and applicable on connecting cities if winning origin is outside of Calgary, Alberta. The WestJet Voucher does not include optional fees such as checked baggage or cabin upgrades. Please book early to maximize your flight options.
2. The WestJet Voucher is limited and subject to promotional space availability of eligible fare options and flight schedule. Not all flights have promotional space. The WestJet Voucher is not valid for redemption on WestJet Vacations’ packages, flights operated by Swoop, interline, code share or charter flights.
3. The WestJet Voucher is valid for one (1) roundtrip flight for two (2) guests from any Canadian WestJet destination to Narita, Japan on any WestJet marketed and operated flight. All guests must travel together on the same itinerary, dates and flights.
4. Flights must be roundtrip to and from the same locations. Flights must depart from city A to city B and return from city B to city A.



5. The WestJet Voucher cannot be used on some dates, including statutory holidays and peak travel dates.
6. All bookings and travel must be completed by the expiry date indicated on the WestJet Voucher.
7. The WestJet Voucher cannot be extended. Additionally, changes to travel dates or guest names are not permitted once a booking has been confirmed.
8. Bookings made with the WestJet Voucher are not eligible for paid upgrades.
9. The WestJet Voucher becomes null and void if travel is cancelled once a booking is confirmed.
10. The guests booking the flight must be over the legal age of majority in their jurisdiction of residence.
11. The WestJet Voucher must be taken as offered and is not redeemable for cash.
12. The WestJet Voucher cannot be sold. In the event that it has been sold, the WestJet Voucher will become null and void, and any flight bookings made with it will be cancelled immediately without notice or reimbursement. WestJet does not handle the payment, guarantee transactions, or buyer protection or seller certification, nor will WestJet be liable for the loss of funds resulting from a fraudulent transaction.
13. Guests travelling on WestJet gift of flight voucher are not entitled to compensation amounts provided under passenger rights regimes. By redeeming this voucher, all guests travelling agree to release, and waive all claims against, WestJet relating to any and all liability, damage, or compensation entitlement arising under Canada's Air Passenger Protection Regulations.
14. WestJet and the other Released Parties are not responsible for lost or mishandled vouchers. Once the WestJet Voucher has been delivered to you, you are directly responsible for it.

Without limiting the foregoing, the following additional terms and conditions also apply:

- The confirmed winner and his/her guests are responsible for transportation to and from the gateway airport and all other expenses not expressly stated as included herein.
- Transportation is subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. The winner and his/her guest are responsible for all expenses other than those mentioned above as included including, but not limited to, other transportation, attractions, merchandise, souvenirs, travel insurance, travel visas and all other personal expenses of any kind. None of the Released Parties are responsible for, nor accept any liability whatsoever in relation to, any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and neither the winner nor any other person or entity will be compensated in the event of such delay, cancellation or other event described herein. Other restrictions may apply.
- The WestJet Voucher is non-transferable and without limiting the foregoing, the WestJet Voucher may not be sold or traded, the WestJet Voucher must be taken as offered and cannot be substituted, redeemed or exchanged for cash, credit or alternative prizes, except in the Prize Suppliers sole discretion. WestJet reserves the right to substitute the WestJet Voucher with a prize of equal or greater value. No credit or reimbursement will be provided if the WestJet Voucher is not utilized in full. The WestJet Voucher cannot be combined with any other promotional offer or offers provided by WestJet.
- The WestJet Voucher is subject to all of the terms and conditions as stated by WestJet and will be delivered to the confirmed winner directly from the Contest Sponsor to the address/email address provided after the potential winner has been successfully contacted and notified of his/her Prize and has fully complied with the Rules (as determined by the Contest Sponsor in its sole and absolute discretion). Shipped Prizes shall not be insured and neither Contest Sponsor nor any of the other Released Parties shall assume any liability whatsoever for a lost, damaged, or misdirected element of the Prize. All bookings/confirmations must be made through the Contest Sponsor's designated representatives or as the Contest Sponsor may otherwise direct.



- The confirmed winner's guest must: (a) be of the legal age of majority in his/her jurisdiction of residence (or have the consent of his/her parent/legal guardian to accompany the winner if the guest is under the legal age of majority in his/her jurisdiction of residence); and (b) sign (and have his/her parent/legal guardian sign if the guest is under the legal age of majority in his/her jurisdiction of residence) and return the Contest Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Contest Sponsor and all of the other Released Parties relating to his/her participation in the Prize (including, without limitation, any travel related thereto).
- It is strongly recommended and encouraged by the Contest Sponsor that the confirmed winner and his/her guest obtain sufficient personal travel and medical insurance prior to departure. Transportation is subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations.

The WestJet Voucher has a maximum potential retail value of \$6,320 CAD – although the actual value will depend on the destination chosen and time of booking from originating city. Under no circumstance whatsoever will any difference between the actual and approximate retail values be awarded.