## Japan National Tourism Organization (JNTO) Visit Japan with Japan Airlines (JAL) Competition 2024

### **TERMS & CONDITIONS**

### General terms and conditions

1. Information on how to enter forms part of the terms and conditions of entry. By submitting an entry, all entrants are deemed to have accepted these terms and conditions.

2. The "Promoter" is Japan National Tourism Organization (JNTO), Suite 1, Level 4, 56 Clarence Street, Sydney NSW 2000, ABN 74 739 122 404.

3. This game of skill promotion commences on 9:00AM (AEST) Thursday July 18 2024 and concludes at 11:59PM (AEST) Wednesday August 14 2024.

4. The promotion is only open to Eligible Entrants.

5. An "Eligible Entrant" is an individual who is:

a. Not an employee, officer, servant or contractor of the Promoter or any organisation associated with the promotion or provision of the gift/prize, or their related corporate bodies or associates or any of their agencies involved with the promotion;

b. Not a spouse, de facto spouse, parent, child or sibling (whether natural or by adoption) of such an employee or other person as described in clause 5(a) above;

c. A resident of Australia or New Zealand; and

d. Aged 18 years or over.

6. To enter the promotion, participants must complete the following "Entry Requirements":

a. Navigate to the competition post on @visitjapanau (Instagram) or Visit Japan AU (Facebook).

b. Follow @visitjapanau (Instagram) or Visit Japan AU (Facebook) AND @japanairlines (Instagram) or Japan Airlines (JAL) (Facebook).

c. In 50 words or less, tell us "Which city or prefecture you want to visit in Japan" and why you chose this destination.

7. Maximum of 1x entry per person.

8. All Eligible Entrants acknowledge that by entering in this game of skill, they have read and agreed to the promotion terms.

9. All entries become the property of the Promoter.

10. By entering the promotion, participants consent to the Promoter using the entrant's Facebook or Instagram account to contact them via direct message if they are the winner.

# Important Note: Please be aware of any fraudulent accounts purporting to be the Promoter and make sure to respond to the Promoter's official account (VisitJapanAU) with the blue verified check mark.

11. By entering the promotion and claiming the Prize, the Winner agrees that the Promoter may use their name and Facebook or Instagram account name for publicity and promotional purposes without compensation, and agree that the Promoter will own the copyright. Further details of JNTO's privacy policy can be found here: <u>https://www.japan.travel/en/au/privacy-policy/</u>

12. This promotional draw operates under Gaming License laws relating to each State and Territory in Australia and New Zealand.

13. There will be 1 winner selected. Japan National Tourism Organization reserves the right to substitute for any reason whatsoever a prize (or portion thereof) of comparable or greater value, at their sole discretion. Prize is awarded "as is" without warranty nor guarantee, subject to any written directions from a regulatory authority.

14. This is a game of skill. The winner will be selected at 12:00PM (AEST) Wednesday August 28 2024, by doq Pty Ltd staff, according to their site, Unit 89/26-32 Pirrama Rd, Pyrmont NSW 2009 on behalf of JNTO.

15. The winner will be notified via a personal message on Instagram or Facebook by 5:00PM (AEST) on Wednesday August 28 2024.

16. Photo identification (e.g. a Driver's License) will be required to verify the winner is an Eligible Entrant.

17. If the winner cannot be contacted within three days of the draw, a new winner will be redrawn at 12:00PM (AEST) on Monday September 2 2024 at Unit 89/26-32 Pirrama Rd, Pyrmont NSW 2009. The new winner will be notified via personal message on Instagram or Facebook and the new winner's details published on the promotional post on Facebook and Instagram, once they have been confirmed to be an Eligible Entrant.

18. The Promoter expressly disclaims any responsibility and entrants agree to indemnify and hold harmless the promotion entities from and against any and all claims, actions, demands and/or liability for injury, damage or loss whatsoever relating to or arising in connection with participation in this promotion (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any of the prizes awarded.

19. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.

20. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the competition. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

21. The Promoter's decision concerning any aspect of this promotion is final and no correspondence will be entered into.

22. By entering the promotion, each entrant agrees in addition to the above uses, that the Promoter may disclose entrants' personal information, to state and territory lottery departments, the winners' names will be published as required under the relevant lottery legislation and the Promoter may publish or cause to be published the winners' names and suburb in any media.

23. The Promoter collects information about entrants, including names and contact details that entrants provide when registering or using our services, as well as information from data houses, social media services, affiliates and other entities. The Promoter collects and uses that information to provide you with our goods and services, to promote and improve our goods and services, to provide opted-in entrants with targeted advertising, for the purposes described in our Privacy Policy and for any other purposes, described at the time of collection.

24. All other costs not included in the Prize are the responsibility of the winner.

25. The Promoter reserves the right to amend the terms and conditions listed at any time without prior notice.

### **Prize inclusions**

26. Eligible Entrants who satisfy the Entry Requirements will be eligible to win the "Prize": 1x return tickets in economy class from Sydney/Melbourne in Australia to Tokyo in Japan (must be the most direct route).

#### Prize terms and conditions for the flights

27. Prize description: One Economy Class return tickets from Sydney/Melbourne in Australia to Tokyo in Japan (must be the most direct route) with JAL. 23kg x 2 pieces checked luggage and 10kg carry-on.

28. Travel is valid on Japan Airlines (JL) marketed and operated services only. It cannot be redeemed for flights with a Japan Airlines (JL) Flight Number when operated by another airline.

29. Bookings must be made through the contact identified below.

30. The winner is liable to pay any applicable government and airport taxes. Payment can be made by any major credit or debit card and will be collected at the time of booking/ticketing.

31. The prize must be booked and ticketed on or before March 31 2025 and is subject to availability at the time of booking.

32. Travel must be completed by 31 June 2025. Maximum stay is 3 months.

Flights Departing Japan	Flights Departing Australia
26 April - 5 May 2024	29 April - 7 May 2024
9 August 13 August 2024	14 August - 18 August 2024
20 December - 31 December 2024	2 January - 10 January 2025

33. Embargo periods apply, during which seats will not be available.

34. There may be times when flights are not available to prize winners even though seats are still on sale to commercial customers.

35. Any residual amount of this prize will be forfeited if not fully redeemed.

36. The prize winner is responsible for obtaining all necessary travel documents (e.g. passport, visa) and complying with all health or other governmental regulations.

37. The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize. The prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person.

38. If the prize is not utilised as stated it will be forfeited. Japan Airlines, its related bodies corporate, their officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with this competition, the promotion of this competition or the use of any prize, except for any liability which cannot be excluded by law.

39. The voucher is non-refundable, non-transferable nor redeemable for cash or other goods or services. If lost or misplaced, it is not replaceable.

40. The prize includes GST and taxes included in the price of the ticket. Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation or any other costs of a personal nature.

41. The winner will not accrue JAL Points or mileage on any element of the prize. An upgrade cannot be purchased on airfares with cash, JAL Points, or mileage.

42. Prize winner's name change is not allowed.

43. Seats are subject to availability at the time of booking.

44. Tickets must be booked in designated booking class by JAL Staff.

45. Ticket is valid on flights and dates shown on the ticket only. Travel dates and name changes are not permitted.

46. Booking must be made by at least 1 week before departure (based on departure date and subject to seat availability in the designated booking class).

47. Changes are not permitted once the booking is confirmed.

48. Compliance with any health or other government requirements is the responsibility of the prize-winner and companion. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to JAL's General Conditions of Carriage.

49. All ancillary costs, such as transfers, accommodation, visas and passports are not included and are at the prize winner's expense.

50. The rules of travel must be in accordance with JAL company policy and are not negotiable.