

Win a Trip for 2 to Japan!

THE **Win a Trip for 2 to Japan!** 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). 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

Employees of Japan National Tourism Organization, Air Canada, the Hotel New Otani Osaka and the Hotel New Otani Tokyo (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.

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, January 1, 2012** and ends at 11:59 p.m. (“EDT”) on **Monday, March 19, 2012** (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 Tourism Organization website which can be found at www.ilovejapan.ca (the “Contest Website”).

b. There is a limit of one (1) entry per person. Multiple entries by the same person will result in disqualification.

c. Entries must be received at the Contest Website 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

a. Prizes. There is one (1) prize available to be won. The prize will consist of: a) a pair of return airline tickets in economy class to Tokyo Narita International Airport in Japan from any airport in Canada from which Air Canada flies and b) Two (2) nights of hotel accommodations in a twin room with complimentary breakfasts provided by the Hotel New Otani Tokyo, subject to room availability, and two (2) nights of hotel accommodations in a twin room with complimentary breakfasts provided by the Hotel New Otani Osaka, subject to room availability (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 Tokyo and the seasonal rate of the hotel room. The winner is not entitled to the monetary difference between the actual prize value and the stated approximate prize value, if any.

b. Winner Announcement: The name of the winner will be announced on the Contest Website on **Monday, March 26, 2012**. To claim his or her prize, the winner must forward its original signed Release and the original signed Release of the winner’s travelling companion to Japan National Tourism Organization, 481 University Avenue, suite 306,

Toronto, ON M5G 2E9 (the “JNTO Office”). The releases must be received at the JNTO Office no later than **Friday, April 6, 2012 at 5:00 PM**. Confirmation of winning the Prize will be distributed to the winner within fifteen (15) days after the winner has claimed his or her prize and will consist of letters from the Hotel Sponsors and Air Canada addressed to the winner confirming the Prize. It will be the responsibility of the winner to communicate with the Hotel Sponsors and Air Canada to establish available dates. The winner agrees and acknowledges that JNTO will have no responsibility whatsoever with respect to bookings with Air Canada or the Hotel 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 **Sunday, April 8, 2012 to Sunday, April 7, 2013** (the “Prize Period”). Should the winner and travel companion be unable to travel during the Prize Period, the Prize will be forfeited. The winner and his or her travel companion must travel together, 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 Prize.

d. The travel companion must comply with the Contest Rules and sign and return the Release described below.

e. 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.

f. The Prize cannot be used in conjunction with any other promotion or offer and the different parts of the Prize may not be separated. Any ticket issued as a result of winning the Prize will not qualify for frequent flyer miles and no code-share flight may be used.

5. WINNER SELECTION.

One (1) winner shall be selected as follows:

a. On **Wednesday, March 21, 2012** in Toronto, Ontario at 12 noon, EDT, one (1) potential winner will be selected by a random draw from all eligible entries received. The potential winner shall be eligible to win one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared the winner, the 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 to sign and return the Release hereinafter described.

b. The selected potential winner will be notified by telephone or e-mail no later than **Wednesday, March 21, 2012** at 5 p.m. EDT and must respond by telephone to the contact number provided in the notification, by 5 p.m. EDT, **Sunday, March 25, 2012**. 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. 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.

6. RELEASE. The 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 "Releases") 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. In the event the travel companion is a minor, the Release may be signed on behalf of the travel companion by his or her parent or legal guardian.

7. 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.

8. LIMITATION OF LIABILITY. The Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete entries, notifications, responses, replies, 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.

9. CONDUCT. By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website 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. **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.**

10. PRIVACY / USE OF PERSONAL INFORMATION. By participating in the Contest, every entrant: (a) grants to the Sponsors 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 winner; (b) grants to the Sponsors 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 the Sponsors may disclose his or her Personal Information to third-party agents and service providers of any of the Sponsors only in connection with any of the activities listed in (a) and (b) above. The Sponsors will use the entrant’s Personal Information only for the purposes set out in this paragraph, 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 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.

12. 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.

13. 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 the Sponsors. 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.

14. 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.