

# TERMS & CONDITIONS

## Schedule to Terms & Conditions of entry

<b>Promotion name</b>	Japan Travel Quiz Competition
<b>Eligible States/Territories</b>	NSW, QLD, VIC
<b>Promotion period</b>	Start: 20 Aug 2021 10:00 AM AEST End: 02 Oct 2021 3:00 PM AEST No entries will be accepted outside this time.
<b>Website address</b>	<a href="https://www.kintetsu.com.au/japan_travel_quiz_competition/">https://www.kintetsu.com.au/japan_travel_quiz_competition/</a>
<b>Promoter</b>	Kintetsu International Express (Oceania) ABN: 45003425867 Suite 102 Level 1 120 Sussex Street Sydney NSW 2000
<b>Eligible entrants</b>	Entry to the Promotion is open to Australian residents in all eligible states/territories who fulfil the method of entry requirements and are 18 years of age or older.
<b>Details of prizes</b>	<p>There will be 15 winners. Each eligible prize winner may only receive one (1) prize, either a Kintetsu Travel Voucher or an Accommodation Voucher as described below.</p> <p><b>Kintetsu Travel Voucher:</b> There are ten (10) vouchers for Kintetsu Japan Tours to be won. Each voucher has an estimated value of AUD \$500. Eligible Winner may only receive one (1) voucher. Voucher can only be used to purchase Kintetsu Japan Tours products advertise on the kintetsu.com.au website, subject to availability. Voucher is valid up to 30 September 2022, travel must be booked by 1 August 2022. Voucher is not for resale. Voucher must be redeemed in one booking only. Voucher is not transferable and can only be used for travel by the person in whose name it is issued, unless authorized by the Promoter. Voucher is redeemable only at Kintetsu Travel Centre Sydney office or Melbourne office.</p> <p><b>Accommodation Voucher:</b> There are five (5) Accommodation vouchers to be won. Each voucher has an</p>

	<p>estimated value of AUD \$400.</p> <p>Eligible Winner may only receive one (1) voucher.</p> <p>Prize Winner may use the voucher to redeem one (1) night accommodation for two people, subject to availability, at a pre-selected traditional Japanese inn in JAPAN. One Japanese-style dinner and One Japanese-style breakfast per person are included.</p> <p>Voucher is valid for stay between 11 Jan 2022 and June 30 2022 exclude Saturdays and exclude the following dates (11 Feb 2022, 12 Feb 2022, 19 Mar 2022, 20 Mar 2022, 21 Mar 2022, 29 Apr 2022, 30 Apr 2022, 1 May 2022, 2 May 2022, 3 May 2022, 4 May 2022, 5 May 2022, 6 May 2022, and 7 May 2022).</p> <p>Accommodation must be booked by 1 May 2022.</p> <p>Voucher is for accommodation only and does not include flights or transportation.</p> <p>Voucher is not for resale.</p> <p>Voucher is not transferable and can only be used by the person in whose name it is issued, unless authorized by the Promoter.</p> <p>Voucher is redeemable only at Kintetsu Travel Centre Sydney office or Melbourne office.</p>
<b>Total number of prizes</b>	15
<b>Total prize value</b>	Total prize pool (inc GST): \$7,000.00
<b>Method of entry</b>	<p>To enter, an entrant must, during the promotional period:</p> <p>Visit <a href="https://www.kintetsu.com.au/japan_travel_quiz_competition">https://www.kintetsu.com.au/japan_travel_quiz_competition</a>, subscribe to the Kintetsu newsletter, accept the Terms and Conditions and follow the links to register the answers and details including, without limitation, name, valid email address, and postcode and state of residence.</p> <p>Failure to provide the requested information will render the entry invalid.</p> <p>When promotion entrants subscribe to the Promoter's email newsletter they are agreeing to receive email marketing. In the event that entrants decide to opt out of receiving information on promotions, services and market research provided by the Promoter they can email [travel@kieoce.com ] or contact [the Kintetsu Head Office on 02 8251 3333]. If entrants opt out of receiving marketing at any time during the Promotional Period, they will no longer be eligible to receive a prize.</p> <p>The personal information of entrants will be collected to enable the Promoter to administer and promote this promotion and to market the Promoter's services to entrants. The personal information of entrants will be held and used in accordance with the Kintetsu International Express (Oceania) privacy policy which is available at <a href="https://www.kintetsu.com.au/privacy">https://www.kintetsu.com.au/privacy</a>. The personal information of entrants may be provided to others assisting with this promotion, including prize suppliers, and to authorities that regulate this promotion but otherwise at all times in accordance with our privacy policy. If an entrant fails to provide their personal information in this regard they will be unable to participate in the promotion.</p> <p>The Prize Winner must be able to provide a current, valid Passport or Australian Driver's License / other valid ID to accept the prize.</p> <p>The Prize Winner will have 90 days to claim the prize. If the prize has not been</p>

	<p>claimed by the Prize Winner before [5:00pm AEST] on the 90th day after it is announced, an unclaimed prize draw will be held at 3:00pm AEST on the 6th January 2022. In the event that a prize remains unclaimed for 90 days after a redraw, the prize will be declared forfeited.</p> <p>Eligible Entrants who participate in the Promotion (including by accepting a Prize) consent to their name being announced on the <a href="http://www.kintetsu.com.au">www.kintetsu.com.au</a> website if they are selected as the Prize Winner</p> <p>The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result of the promotion.</p> <p>The Prize Winner (by accepting a Prize) agrees that they will abide by the applicable terms and conditions for the use of the prize as notified by the Promoter and/or the prize issuer.</p> <p>The Prize Winner, by accepting the prize, consents to the use of their name, suburb of residence and image for promotional and marketing purposes.</p> <p>The Promoter reserves the right to amend these Conditions of Entry or to cancel, terminate, suspend, alter or amend the promotion, or modify a prize at any stage if deemed necessary in its opinion or if circumstances arise outside of its control without awarding any compensation. These Conditions of Entry shall be subject to the laws of New South Wales, Australia.</p> <p>To the extent permitted by law, the Promoter is not responsible or liable for any injury or damage to persons or property, including to the participant's or any other person's computer related to, or resulting from, participation or downloading any materials in this promotion.</p>
<b>Maximum number of entries</b>	<p>1 per person</p> <p>The entrant can only win one prize in this promotion.</p>
<b>Prize draw</b>	<p>The prize draw will begin 3:00 PM AEST on 06 Oct 2021</p> <p>Location of draw: Kintetsu International Express (Oceania) Suite 102 Level 1 120 Sussex Street Sydney NSW 2000</p> <p>The draw will be performed electronically using <a href="http://www.randomdraws.com.au">www.randomdraws.com.au</a></p>
<b>Notification of winners</b>	<p>Winners will be notified via Email no later than 08 Oct 2021.</p>
<b>Public announcement of winners</b>	<p>The winners of all prizes will be published here: <a href="https://www.kintetsu.com.au">https://www.kintetsu.com.au</a> on 08 Oct 2021</p>
<b>Unclaimed prize</b>	<p>Unclaimed prize draw date: 3:00 PM AEST on 06 Jan 2022</p>

<b>draw</b>	<p>Location of unclaimed prize draw: Kintetsu International Express (Oceania) Suite 102 Level 1 120 Sussex Street Sydney NSW 2000</p> <p>The draw will be performed electronically using <a href="http://www.randomdraws.com.au">www.randomdraws.com.au</a></p>
<b>Notification of unclaimed prize winners</b>	<p>Unclaimed prize winners will be notified via Email no later than 08 Jan 2022.</p>
<b>Public announcement of winners from unclaimed prize draw</b>	<p>The winners of all unclaimed prizes will be published here: <a href="https://www.kintetsu.com.au">https://www.kintetsu.com.au</a> on 08 Jan 2022</p>
<b>Permit reference</b>	

## Terms & Conditions of entry

1. Information on how to enter and prize details form part of these terms & conditions (**Terms of entry**). The Terms must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of entry. Where there is any inconsistency between these Terms and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of entry.
2. Entry is open only to legal residents of the Eligible States/Territories who satisfy the Method of entry. Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
3. The Promotion will be conducted during the Promotion period.
4. The Prize/s are specified in the Details of prizes section of the Schedule.
5. The total prize pool is specified in the Total prize value section of the Schedule.
6. Any prize is valued in Australian dollars unless expressly stated to the contrary.
7. Prizes involving travel must be taken to coincide with the dates specified in the Details of prizes section of the Schedule or as otherwise specified in the conditions of any third party travel provider. Any changes to the confirmed prize details will be at the expense of the winner(s) and will only be permitted with the prior consent of the Promoter or third party travel provider.
8. Unless otherwise stated, any travel prize does not include travel insurance, travel documents, meals, taxes not included in the price of the ticket, transfers, flights, accommodation or any other costs of a personal nature. Compliance with any health, travel insurance, passport or other government requirements is the responsibility of the prize winner. Failure to comply with this will deem the winner's entry invalid and the entrant will forfeit the prize. The Promoter makes no representation as to the safety, conditions or other issues that may exist as part of the travel or at the destination.
9. The Prize travel is subject to availability at the time of booking. The winner and, if applicable, their companion must travel together on all prize travel. The Promoter is not responsible for any cancellation, delay or rescheduling of flights, and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner.

10. All vouchers are valid until the expiry date stated on the voucher or by the provider of the voucher.
11. Entrants agree to comply with any conditions which accompany the Voucher.
12. Neither the Promoter nor the voucher provider is liable for any voucher that has been stolen, forged, lost, damaged or tampered with in any way.
13. Entrants are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to acceptance of their prize(s). The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Entrants are responsible for any and all expenses that they incur in entering the competition and they will not be reimbursed regardless of whether or not they win the competition.
14. The entrants must follow the Method of entry during the Promotion period to enter the Promotion. Failure to do so will result in an invalid entry. The Promoter will not advise an Entrant if their entry is deemed invalid.
15. The time of entry will be deemed to be the time the entry is received by the Promoter.
16. Entrants may submit up to the Maximum number of entries (if applicable).
17. The Promoter accepts no responsibility for any late, lost, delayed, incomplete, incorrectly submitted, corrupted, illegible or misdirected entries, claims or correspondence whether due to omission, error, alteration, tampering, deletion, theft, destruction, disruption to any communication network or medium, or otherwise including those entries not received by the Promoter for any reason. The Promoter is not liable for any consequences of user error including (without limitation) costs incurred. No correspondence will be entered into.
18. The prize(s) will be awarded to the valid entrant(s) drawn randomly in accordance with the Prize draw details. The Promoter may draw additional reserve entries (and record them in order). In the event of an invalid entry or an ineligible entrant, or if the entrant is ineligible to accept the prize, the prize will be awarded to the first reserve entry drawn. If the prize can't be awarded to the entrant drawn, the promoter will then continue this process until the prize is awarded.
19. The winner does not need to be present at the draw unless expressly stated to the contrary.
20. The winner(s) will be notified in accordance with the Notification of winners and Notification of unclaimed prize winners (if applicable) sections of the Schedule. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the

Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.

21. The Promoter takes no responsibility where it is unable to contact prize winners who have not provided correct or complete contact details. If an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to modify any entry information should be directed to Promoter.
22. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
23. The winner(s) name and state/territory of residence will be published in accordance with the Public announcement of winners section of the Schedule (if applicable).
24. If the prize(s) has not been claimed by the Unclaimed prize draw time and date and subject to any written directions from a State lottery agency, the Promoter may conduct an Unclaimed prize draw in accordance with the Unclaimed prize draw section of the Schedule (if applicable). In the event the Unclaimed prize draw takes place, the Promoter will attempt to contact the winner(s) of the Unclaimed prize draw in accordance with the Notification of unclaimed prize draw section of the Schedule, and if applicable, the name and State/Territory of residency of any winner(s) of the Unclaimed prize draw will be published in accordance with the section of the Schedule entitled Public announcement of winners from unclaimed prize draw. If a prize is no longer available the promoter may substitute with a prize of higher or equal value subject to any written directions from a regulatory authority. The promoter is not allowed to deduct any administrative costs associated with provision of the prize.
25. To the greatest extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter and its related bodies corporate (including the officers, employees and agents of each) from and against all actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

26. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms of entry which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion, or paying the cost of resupplying those goods or services.
27. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
28. The Promoter and its associated agencies and companies will not be liable for any delay, damage, or loss in transit of prizes.
29. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants, subject to any written directions from a regulatory authority. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms of entry or who manipulates or tampers with the entry process. In the event that a winner breaches these Terms of entry, the winner will forfeit the prize in whole and no substitute will be offered. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
30. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, subject to any written directions from a regulatory authority. Where a prize is unavailable for any reason, the Promoter may substitute the prize for another item of equal or higher value subject to any written directions from a regulatory authority. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
31. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these Terms of entry, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.
32. All entries become the property of the Promoter. As a condition of entering into this Promotion, entrants agree to assign all their rights in and to their entry and any related content to the



Promoter, including any copyright or other intellectual property rights in the entry and related content. Without limiting this, the Promoter may use entry content for any and all purposes including commercial purposes. You warrant that entry content is original, lawful and not misleading and that the Promoter's use of such content will not infringe the rights of any third parties. The Promoter has no obligation to credit you as the author of any content submitted and may otherwise do any acts or omissions which would otherwise constitute an infringement of any moral rights you may have as an author of content.

33. Entrants consent to the Promoter using the personal information provided in connection with this promotion for the purposes of facilitating the conduct of the promotion and awarding any prizes, including to third parties involved in the promotion and any relevant authorities. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter including third parties may, for an indefinite period, unless otherwise advised, use the private information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant.
34. The collection and disclosure of personal information provided in connection with this promotion will be handled in accordance with the Promoter's Privacy statement which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles.
35. The Promotion and these Terms of entry will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.
36. Facebook, YouTube, Instagram, TikTok or Snapchat may be used to advertise or promote the Promotion. By entering the Promotion, entrants agree that the Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, YouTube, Instagram, TikTok or Snapchat; and to release Facebook, YouTube, Instagram, TikTok or Snapchat from all liability in relation to this Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Promoter and not Facebook, YouTube, Instagram, TikTok or Snapchat.