

TERMS & CONDITIONS

Schedule to Terms & Conditions of entry

Promotion name	Japan Travel Quiz Competition 2, food edition
Eligible States/Territories	NSW, QLD, VIC, TAS, SA, ACT (excluding WA and NT)
Promotion period	Start: Friday, 03 Dec 2021 10:00 AM AEST End: Sunday, 19 Dec 2021 3:00 PM AEST No entries will be accepted outside this time.
Website address	https://www.kintetsu.com.au/japan_travel_quiz_competition_2/
Promoter	Kintetsu International Express (Oceania) ABN: 45003425867 Suite 102 Level 1 120 Sussex Street Sydney NSW 2000
Eligible entrants	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. The employees of the Promoter and their close relatives and anyone otherwise connected with the Promoter are ineligible to enter.
Details of prizes	There will be 6 winners. Each eligible prize winner may only receive one (1) Kintetsu Travel Voucher as described below. Kintetsu Travel Voucher: There are six (6) 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 any of the Kintetsu Japan Tours products advertised on the kintetsu.com.au website but is subject to availability, and cannot be used to purchase flights, rail passes or any product other than the Kintetsu Japan Tours. - Voucher is valid for travel up to the 31st March 2023 and all travel must be booked no later than the 30th January 2023. - Voucher is not to be sold. - Voucher cannot be used in conjunction with any other discounts or special offers. - Voucher must be redeemed in a single transaction with one single booking only. - Voucher is non-transferable and can only be used for travel by the bearer, unless otherwise authorised by Kintetsu International Express (Oceania). - Voucher can only be redeemed at Kintetsu Travel Centre Sydney office or Melbourne office.

	<ul style="list-style-type: none"> - Voucher can only be redeemed up to the value stated on Voucher. - All tours are subject to availability, price quoted and booking terms and conditions at the time of booking. - Booking must be made or changed through Kintetsu Travel Centre before the Expiry Date, for Kintetsu Japan Tours products advertised on the kintetsu.com.au website available at the time the prize winner redeems the Voucher. If the prize winner does not redeem the Voucher within this timeframe, the Voucher will expire, and the prize winner will lose the value of the Voucher. If the prize winner redeems the Voucher but later change their booking on a date after the Expiry Date, the prize winner will lose the value of the Voucher. - Voucher must be taken as stated and recipient cannot seek compensation if they are unable to use it as per the terms and conditions of the voucher. - Tour Cancellations: <ul style="list-style-type: none"> Cancellation by the prize winner or no-shows: If the prize winner uses the Voucher to purchase a Kintetsu Japan Tour and later cancel or if the prize winner does not show up for the tour, the Voucher will be considered used and may not be redeemed again. No refund or compensation will be issued. Cancellation by us: In the event that, if the tour that the prize winner has booked cannot take place, the prize winner can use the value of the voucher for another departure date or an alternative Kintetsu Japan Tour product. Please note that this offer is subject to availability. - Voucher is not redeemable for cash or other goods and services. - Kintetsu International Express (Oceania) Pty Limited ("Kintetsu") makes no claims in relation to weather or other conditions at the travel destination and the Voucher recipient should make their own enquiries before travel. Kintetsu, 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 the use of the Voucher, except for any liability which cannot be excluded by law. - Kintetsu will collect information about the prize winner and any other person named in the booking so that we can issue the Voucher and, when redeeming the Voucher and to process the travel arrangements on their behalf. For more information about Kintetsu's privacy policy, including how we access and handle information, please refer to Kintetsu Privacy Policy stated on the kintetsu.com.au website.
Total number of prizes	6
Total prize value	Total prize pool (inc GST): \$3,000.00
Method of entry	<p>This is a game of chance competition.</p> <p>To enter, an entrant must, during the promotional period:</p> <p>Visit https://www.kintetsu.com.au/japan_travel_quiz_competition_2/, 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, valid phone number (optional), age bracket, postcode and state</p>

of residence. Existing newsletter subscribers may enter the competition by following the method of entry as described above.

Failure to provide the requested information will render the entry invalid.

The Promoter highly recommends a phone number to be provided for ease of correspondence.

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@kioece.com] or contact [the Kintetsu Head Office on 02 8251 3333]. The entrants will also be able to opt-out at any time by following the instructions included in each newsletter or email marketing sent by the Promoter. If entrants opt out of receiving marketing at any time during the Promotional Period, they will no longer be eligible to receive a prize.

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 <https://www.kintetsu.com.au/privacy>. 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.

Upon request by the Promoter, the Prize Winner must be able to provide a current valid identification document for verification purposes.

The Prize Winner will have 90 days to claim the prize. If the Prize Winner cannot be contacted or does not claim the prize before [5:00pm AEST] on the 90th day after it is announced, an unclaimed prize draw will be held at 3:00pm AEST on Wednesday, 23 Mar 2022. In the event that a prize remains unclaimed for 90 days after a redraw, the prize will be declared forfeited.

The Promoter reserves the right, at any time, to verify the eligibility of all entrants.

Eligible Entrants who participate in the Promotion (including by accepting a Prize) consent to their name being announced on the www.kintetsu.com.au website if they are selected as the Prize Winner.

The Promoter's decision is final and the Promoter will not enter into correspondence regarding the result of the promotion.

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.

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>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>
Maximum number of entries	<p>1 per person</p> <p>The entrant can only win one prize in this promotion.</p>
Prize draw	<p>The prize draw will begin at 3:00 PM AEST on Tuesday 21 Dec 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 www.randomdraws.com.au</p>
Notification of winners	<p>Winners will be notified no later than Thursday 23 Dec 2021, via the email address used to enter (please also check spam/promotion folder). The notification will include details about how the prize(s) can be claimed.</p> <p>The Promoter makes all reasonable efforts to contact the winners to deliver prizes once the winners claim the prizes. The Promoter will respond within three business days once they hear from the winners. Should there be any email issues and the Promoter does not respond by then, please call the Sydney office on 02 8251 3300 or the Melbourne office on 03 9654 3320.</p>
Public announcement of winners	<p>The winners of all prizes will be published on the competition webpage on Thursday 23 Dec 2021.</p>
Unclaimed prize draw	<p>Unclaimed prize draw date: 3:00 PM AEST on Wednesday, 23 Mar 2022.</p> <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 www.randomdraws.com.au</p> <p>In the event that a prize remains unclaimed for 90 days after a redraw, the prize will be declared forfeited.</p>

<p>Notification of unclaimed prize winners</p>	<p>Unclaimed prize winners will be notified no later than Friday, 25 Mar 2022, via the email address used to enter (please also check spam/promotion folder). The notification will include details about how the prize(s) can be claimed.</p> <p>The Promoter makes all reasonable efforts to contact the winners to deliver prizes once the winners claim the prizes. The Promoter will respond within three business days once they hear from the winners. Should there be any email issues and the Promoter does not respond by then, please call the Sydney office on 02 8251 3300 or the Melbourne office on 03 9654 3320.</p>
<p>Public announcement of winners from unclaimed prize draw</p>	<p>The winners of all prizes will be published on the competition webpage on Friday, 25 Mar 2022.</p>

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 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, stepbrother, 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.