

Terms and Conditions for Participation in JR Kyushu Social Media Campaign

“JR Kyushu Social Media Campaign for commemorating increased sales of the JR KYUSHU RAIL PASS” (“Campaign”) are promotional campaigns ran by the Kyushu Railway Company (“Company”). To take part in the Campaign, read these terms and conditions for participation (“Terms”) carefully and do so only upon consenting to these Terms. The user will be automatically deemed to have consented to the Terms once signed up for the Campaign.

Article 1 (Applicability)

These Terms apply to any and all relationships concerning the Campaign between the participant in this Campaign (“Participant”) and Company.

Users become eligible to take part in the Campaign by following any of the social media accounts (Weibo and Facebook) operated by Company given below.

- (1) Instagram : jrkyushu_worldinfo
- (2) Weibo : JR 九州铁道旅行
- (3) Facebook : Kyushu Travel & Train Trip, JR 九州 鐵道輕旅行, JR 九州旅行資訊 for HK,
JR Kyushu เที่ยวด้วยรถไฟ

Article 2 (Provision of Personal Information)

To participate in the Campaign, users will need to accurately provide their names, addresses and other information. Any falsification, clerical error or omission in all or a part of the provided information could lead to loss of eligibility to participate in the Campaign.

Article 3 (Postings and Data Files of Participant)

Participant is deemed to have consented to granting Company and third parties to whom Company has entrusted the operation of the Campaign, a worldwide, free, non-exclusive, sublicensable and transferable right to create, indicate and exploit, e.g. use, reproduction, distribution and translation into other languages, the derivative works generated from the postings and/or data files that the Participant has voluntarily uploaded through this Campaign, and also to not exercise the author’s moral right.

Participant is prohibited from putting to commercial use any postings and/or data files uploaded by other participants.

Article 4 (Participation Environment and Communication Charges)

Although the Campaign can be participated for free of charge, Participant is responsible for bearing the interconnection and communication charges required to take part in the Campaign.

Article 5 (Prohibitions)

The following acts are prohibited in the participation in the Campaign. Company may, without advance notice, disqualify or temporarily remove or delete the data posted by a Participant who was found to have engaged in the act:

- (1) of disrupting the operation of the Campaign;
- (2) in breach of these Terms;
- (3) of inflicting nuisance, detriment, damage or offense on the others;
- (4) of defaming, dishonoring or discrediting the others;
- (5) of infringing on the copyrights or other intellectual property rights of the others;
- (6) of infringing on the property, privacy or portrait rights of the others;
- (7) of providing information, advertising or soliciting for profit;
- (8) that is contrary to public order and morality;
- (9) in breach of the terms of use or other regulations of the social media platform used to take part in the Campaign; or
- (10) that is otherwise found inappropriate by the Company.

Article 6 (Discontinuance of Campaign, Etc.)

Company may suspend or discontinue the Campaign without advance notice to Participants when:

- (1) carrying out maintenance or updating of the computer system involved in the Campaign, or if the implementation of the Campaign becomes difficult due to a force majeure event, e.g. earthquake, lightning strike, fire, power outage or other natural disasters;
- (2) computer or communication line is interrupted by an accident;
- (3) service of social media channel used for the participation is interrupted or discontinued; or
- (4) the implementation of the Campaign is otherwise found by the Company to be difficult.

Company assumes no obligation for any loss or damage inflicted on Participant by interruption or discontinuance of the Campaign for any of the reasons above.

Article 7 (Disclaimer)

Company assumes no obligation for any damage inflicted on Participant in connection with the Campaign, unless it was caused by the willful misconduct or gross negligence on the part of the Company.

In no event shall the Company bear responsibility for any trouble in connection with the Campaign arising between Participants or between a Participant and a third party.

Article 8 (Change in the Contents of Campaign)

Company may change all or a part of the contents of the Campaign or discontinue offering this

Campaign without advance notice to the Participants. Company assumes no obligation for any damage inflicted on Participant due to such change, etc.

Article 9 (Revision of the Terms)

Should a revision of the Terms is found to be necessary, Company shall be entitled to do so without advance notice to the Participants.

Article 10 (Handling of Personal Information)

Personal information provided for participation in the Campaign will be used solely:

- (1) for the dispatch of prize to the winner;
- (2) for communication regarding the above; and
- (3) in the form of statistical information in which the particular individual is not identifiable, as a reference to enhance commodities and/or services.

None of the personal information provided for the participation in the Campaign will be disclosed to a third party unless the Participant concerned consents to it. Provided, however, that this does not apply to the cases specified in [JR Kyushu Group Social Media Terms of Use](#), e.g. when the disclosure thereof is prescribed by laws and ordinances. For details, please see JR Kyushu Group Social Media Terms of Use.

Article 11 (Notification or Communication of Prize Winning)

Once the Campaign term has closed and upon carrying out a careful drawing process, a notification or communication of prize winning from Company will be made to the winner in a Company-prescribed fashion, e.g. direct messaging on the social media channel used for participation. If the notification or communication does not reach the winning Participant due to such reasons as inadequate setup of account or provision of Email address by such Participant, this could result in the loss of eligibility for the Campaign.

Article 12 (Governing Law and Court of Jurisdiction)

These Terms shall be governed by and construed in accordance with the laws of Japan.

All disputes arising in connection with the Campaign shall be subject to the exclusive jurisdiction of the Fukuoka District Court.