

## Tour Terms and Conditions

These tour conditions shall become a part of the explanatory documents of the terms and conditions stipulated in Article 12-4 and the contract documents stipulated in Article 12-5 of the Travel Agency Act.

### 1 Agent-Organized Tour Contracts

- 1.1 This is a tour planned and carried out by Shinki Bus Tours Co.,Ltd. set out in the relevant brochure or tour web pages (hereinafter referred to as the "Brochure") (hereinafter referred to as the "Company") , clients who participate in this tour are required to conclude an agent-organized tour contract (hereinafter referred to as "Tour Contract") with the Company.
- 1.2 The Company undertakes to provide tour arrangements and itinerary management so that clients can have travel services including transportation/accommodation provided by transportation/accommodation providers (hereinafter referred to as "Tour Services") in accordance with the tour itinerary determined by the Company. The terms and conditions of the Tour Contract are comprised of, the Brochure, these tour conditions, and the section of the agent-organized tour contract in the standard terms and conditions of tour contracts of the Company (hereinafter referred to as the "Company Terms and Conditions").

### 2 Application for Tour and Effective Date of the Tour Contract

- 2.1 When applying, it is required to provide the necessary information together with the application deposit provided in the Brochure to the Company. For our operational reasons, it may be required to fill the necessary information in our special form or the dedicated window. At the time of the payment of the tour price, the application deposit will be used towards such payment. The Tour Contract comes into effect when the Companies agree to the conclusion of the contract and receives the application deposit.
- 2.2 Clients are required to confirm the contents of the application and pay the application deposit within 3 days counting from the day after the day when the Companies notify the client of acceptance of the reservation. If the client does not pay the application deposit within this period, the Companies treat such application as void.
- 2.3 Notwithstanding the provisions in Paragraph (2-1) above, if the contract is made by way of a Communications Contract set out in Article 22, the contract comes into effect as specified in Article 22-3.
- 2.4 When a person responsible for the contract as a representative of an organization or group applies for a tour, the Company shall regard the representative as having all authorization to conclude or cancel the contract.
- 2.5 A person responsible for the contracts shall provide the Company with lists of the names of members by the date specified by the Company.
- 2.6 The Company shall not assume any obligations or responsibilities which arose in the past or will arise in the future and are owed by the person responsible for the contracts to group members.
- 2.7 In case the person responsible for the contract does not accompany the group, the Company will regard one of the members appointed by such person in advance as the person responsible for the contract after the tour departure.
- 2.8 When a Tour Contract cannot be concluded due to full occupancy of seats or rooms or other reasons at booking and a client really wants to proceed with the booking, the Company may conclude a special contract with the client and conclude a Tour Contract when the Company becomes able to conclude the Tour Contract with the client (hereinafter referred to as the "Waitlist System") If a client wants to take part in the Waitlist System, the Company shall confirm the waiting period during which the client can wait for the response of the Company (hereinafter referred to as the "Waiting Period") and require the submission of the application and money equivalent to the application deposit. At this point, the

Tour Contract has not been concluded yet and the Company does not guarantee the conclusion of a Tour Contract in the future.

- 2.9** The Company shall reserve the money equivalent of the application deposit as mentioned in Paragraph (8) above as a deposit and when the Company becomes able to execute a Tour Contract with the client, the Company shall notify the client of acceptance of the conclusion of the Tour Contract and such money will be used as the application deposit.
- 2.10** A Tour Contract comes into effect when the Company sends an acceptance notice of conclusion of the Tour Contract with the client as provided in Paragraph (9) above (but in the case of an electronic acceptance notice, when the notice reaches the client).
- 2.11** The Company shall refund a full amount of the deposit when the Company is not able to accept the conclusion of a Tour Contract during the Waiting Period.
- 2.12** If a client notifies the Company of his/her withdrawal from the Waitlist System before the Company notifies him/her of the acceptance of the Tour Contract during the Waiting Period, the Company shall refund a full amount of the deposit. In this case, the Company shall not charge a cancellation fee even if the client's notice of withdrawal from the Waitlist System is made during the cancellation fee period.
- 2.13** If there is a request for cancellation after or before the tour contract is settled, our company will inform you of the company's business days/hours and contact information for cancellation.

Tour Fee (per person)	Application Fee / Deposit(per person)
more than 150,000yen	more than 30,000yen up to the Tour Rate
100,000yen to 149,999yen	more than 20,000yen up to the Tour Rate
60,000yen to 99,999yen	more than 12,000yen up to the Tour Rate
less than 60,000yen	more than 10,000yen up to the Tour Rate

\*The above [Tour rate] refers to [Tour Price] specified in Article 6. However, other conditions stipulated in the brochures will apply to specific periods or specific courses.

### **3 Conditions for Application**

- 3.1** Clients under 20 years of age must provide the Company with the written consent of their guardian.
- 3.2** The Company may refuse participation if the client's age, qualifications, skills or other conditions which the Companies specify do not conform to those designated for tours aimed at specific client categories or purposes.
- 3.3** The Company may refuse participation if the Company finds that the client is a member of an organized crime group, a related person of an organized crime group or part of any other anti-social forces.
- 3.4** The Company may refuse participation if the client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to transactions with the Company.
- 3.5** The Company may refuse participation if the client defames the reputation or interferes with the business of the Company by spreading rumors, using fraudulent means or resorting to force.
- 3.6** Anyone to depart on a travel who has a chronic disease, is ill, pregnant, physically handicapped, or otherwise requires special care is requested to state so upon booking. We will respond to such special needs as far as possible and to a reasonable extent, and in this case a doctor's health certificate may be required.
- 3.7** In addition, depending on the local circumstances, situation of related organizations, etc., the customer may be required to be accompanied by a caretaker or escort or the Company may reject the application, in order to secure safe and smooth implementation of the travel.

- 3.8 If the Company determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, the Company shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
- 3.9 In principle, customers will not be allowed to take a separate course of activities for their own reasons; however, the Company may accept a separate course of activities, on the condition that customers pay extra fees under a tour travel contract.
- 3.10 If a customer leaves the travel schedule for his/her own reason, he/she will be required to give notice on the leave, including whether or when he/she will return to the schedule, etc.
- 3.11 The Company may refuse client participation if it determines that he or she threatens to embarrass, inconvenience or interfere with the collective activities of tour participants.
- 3.12 The Company may also refuse client participation in the tour operational reasons.

#### **4 When Tour contract is effective**

- 4.1 After submitting the reservation form by telephone, mail, facsimile and other means of communication, and paying the tour price to the company, we will consider the Tour Contract to be effective.
- 4.2 When a Tour Contract cannot be concluded due to full occupancy of seats or rooms or other reasons at booking and if a client is taking part in the Waitlist System, if there is a vacancy during the waiting period and there is no cancellation request from the Client, the company will confirm the booking and consider the Tour Contract effective.
- 4.3 When the reservation is by FAX, Online or by e-mail or any other means of electronic communication, the Tour contract will be considered to be effective at the following times:
  - (a) When the Tour fee is paid in advance and the company sends a notice of acknowledgment of the payment.
  - (b) After the company acknowledges receipt of payment in case the payment has not been paid in advance.

#### **5 Delivery of Contract Documents and Final Tour Itinerary**

- 5.1 Promptly after a Tour Contract is concluded, the Company shall provide the itinerary, the tour conditions including the Tour Services and the contract documents referring to the responsibilities of the Company. Contract documents are comprised of the Brochure and these tour conditions, etc.
- 5.2 After the Tour Contract is concluded, the company will promptly send the Tour Contract to the client. (Depending on how the reservation was made, the Tour contract may be written on the pamphlet, Homepage advertisements etc. If the full transcript of the Tour Contract is not on the pamphlet, Homepage advertisements etc., this Tour Contract will be considered to take precedence.)
- 5.3 To supplement the contract documents mentioned in Paragraph (5-1), the Company shall provide a Final Tour Itinerary stating confirmed information in relation to the meeting time, meeting place, relevant transportation provider and relevant accommodation provider, at latest no later than one day prior to the tour departure date. Provided, however, that if an application is made on or after 7 days prior to the day before the tour departure date, the Company may provide it on the departure date. If confirmed information in relation to the meeting time, meeting place, relevant transportation provider and relevant accommodation provider is stated in the contract documents mentioned in Paragraph (5-1) above, no Final Tour Itinerary shall be provided. The Final Tour Itinerary may be provided on the day of tour on days that tours commence during New Year, Golden week or other special holidays. Fundamentally, our Company will endeavor to provide the Final Tour Itinerary 7 days before the day of tour.

#### **6 Tour Price**

- 6.1** The tour price is indicated for each tour package. Clients are asked to confirm the tour price based on the departure date and the number of participants.
- 6.2** The “tour price” shall be the basis for calculating the “application deposit”, the “cancellation fee”, “penalty charge” and “compensation for changes”. The “Tour Price” in advertisements or the Brochures shall be calculated as follows: “basic tour price (or standard tour price)” + “additional charges” - “discount amounts”.

## **7 Payment of Tour Price**

The tour price shall be paid no later than on the 21st day counting back from the day before the departure date of the tour. If an application is made on or after the 21st day counting back from the day before the departure date of the tour, the tour price shall be paid before departure and by the date designated by the Company.

## **8 Included in the Tour Price**

**8.1** Fares and charges for transportation providers expressly stated in the tour itinerary.

- (a)** For the use of subways or local trains, non-reserved seats will be available. For the use of Air or Sea transport.
- (b)** Transportation service between airports, stations, wharf and accommodation, and transfer bus between cities. (Unless it is specified in the Itinerary that the price for service mentioned is the clients responsibility)
- (c)** Fares and charges for transportation providers, admission fees and entrance fees expressly stated in the tour itinerary.
- (d)** Fees for accommodation facilities expressly stated in the tour itinerary. Unless otherwise specified in the Brochure, a room for 2 guests with private facilities at the hotels stated in each Final Tour Itinerary will be available.
- (e)** Meal expenses expressly stated in the tour itinerary. (Except meals in aircrafts) Consumption Tax and Service charge.
- (f)** As stated in the Final Tour Itinerary, load carriage service (porter’s fees are included) for one normal-sized baggage (50cm x 60cm x 120cm at a maximum) per person is included. (if the baggage is worth over 150,000yen, please separately purchase in Travel Accident Insurance)
- (g)** Fees for tour conductor. Guide services will be provided only if they are expressly stated in the “Guide service” column of the relevant tour.
- (h)** Other amounts expressly stated in the Brochure as included in the tour price.

**8.2** There will be no reimbursement of payment to the contents above if it is not used because of convenience to the customer.

## **9 Not Included in the Tour Price**

Charges and expenses other than those specified in Paragraphs (9-1) through (9-3) of the preceding Article are not included in the tour price such as:

- 9.1** The transportation expenses from your house. Accommodation fees.
- 9.2** Airport departure taxes (excluding cases where expressly mentioned in the Brochure);
- 9.3** Excess baggage charges (baggage exceeding the specific weight, capacity, number);
- 9.4** Laundry, telegrams, telephone, additional meals and drinks, and any other expenses of a personal nature and tax and service charges incidental to them;
- 9.5** Tour price for an optional tour taken by only the applicant (a small excursion for an extra charge);
- 9.6** Extra tariffs and charges of transportation providers (for example, fuel surcharges); and

- 9.7 Transportation charges and accommodation fees between arrival/departure point and the whereabouts.
- 9.8 Medical fee for injury or illness etc.
- 9.9 Extra charge for 1 person room usage
- 9.10 Anything else that is written on pamphlet or homepage described [Price for \*\*\*\*\*]

## 10 Additional Charges

10.1 The "additional charges" mentioned in Article 6 shall mean the following charges (excluding cases where they are already included in the "Tour Price"):

- (a) Additional charges for "Upgrade Plans" as specified by the Company in the Brochures and other materials to upgrade hotels or room classes;
- (b) Extra charge for 1 person use (When number of persons per room is specified as 2 on pamphlet or homepage and it is used by 1 person only.)
- (c) Extra Charge for upgrading Hotel or Room
- (d) Additional charges for changing from a "Plan Without Meals" to a "Plan With Meals";
- (e) Extra Charge for changing [No site-seeing Plan] to [Site-seeing Plan]
- (f) Other additional charges as specified in the Brochures and other materials. (additional charges for straight check-ins and additional charges for choosing the airline as specified in the Brochures and other materials).

10.2 The Discount mentioned in article 6 shall mean as the following discount;

- (a) Triple discount will be valid in case that the clients (over 3 persons) stay in one room by the rate per person
- (b) Discount for Children will be valid upon children's age.
- (c) Other additional discounts as specified on the Brochures and Homepage, etc.

## 11 Revision of Tour Contract

If the following occur: natural disasters, wars, riots, suspension of Tour Services rendered by transport/accommodation providers, governmental orders, provision of transportation services not based on the original operational plan, or other circumstances beyond the Company's control, the Company may, even after conclusion of the Tour Contract, revise its itinerary and Tour Services when it is avoidable in order to conduct safe and smooth tour operation after the Company promptly explains to clients the reasons why such events are beyond the Company's control and the causal connection with the event. However, said explanation may be made after revisions in emergency circumstances.

## 12 Change in Tour Price

The Company will not change the tour price, additional charges or discount prices after the conclusion of the Tour Contracts except in the following cases:

- 12.1 If the tariff and charges of the transportation providers used for the tour are revised considerably out of the range of those ordinary expected due to drastic changes in the economic conditions, the Company may revise its tour price in accordance with increases or reductions in transportation tariff and charges for the tour accordingly. If the tour price is increased, the Company shall notify clients on no later than the 15th day counting back from the day before the tour departure;
- 12.2 In the event transportation tariff and charges are drastically reduced as provided in Paragraph (12-1), the Company shall reduce the tour price accordingly in accordance with Paragraph (12-1);
- 12.3 In the event the itinerary changes in accordance with Article 12 and the travel costs for tour operation (including cancellation fees, penalty charges or other charges which have already been paid or need to be paid later for Tour

Services which have not been provided due to a change in the contract) increase, except for cases where the services are provided but the contract has changed because of a shortage of seats, rooms or other facilities relating to the transportation or accommodation facilities, the Company shall change the tour price accordingly; and

**12.4** If the Company specifies that tour prices are dependent on the number of participants in the transportation and accommodation and there is a change in the number of participants due to reasons beyond the Company's control after the conclusion of the Tour Contract, the Company shall change the tour price within the range as specified in the tour documents.

**12.5** As specified in paragraph (12-3), If there is an increase in Tour Price when the transportation ,accommodation, seats are provided for in the package and there is a shortage of seats, rooms, hotels etc. (hereinafter referred to as overflow), the Tour price will not be increased.

### 13 Change of Tour Participant

A client who has entered into a Tour Contract may, with the Company's consent, transfer its status in the contract to a third party. In this case, the clients shall fill in the required information in the form provided by the Company and submit it to the Company. At the time, the clients shall pay a handling charge of 5,000yen per person for the change of participant determined by the Company, except the period on no cancellation fee. This transfer of status in the contract shall become valid upon the consent of the Company and the transferee of the status in the Tour Contract shall hold all rights and assume all obligations in relation to the Tour Contract. The Company may reject such change if transportation or accommodation providers would not accept the change of tour course, tour period or for any other reason.

### 14 Cancellation Fees

**14.1** If a client cancels the tour for personal reasons after the conclusion of the Tour Contract, the client shall pay cancellation fees described below unless otherwise stated in the Brochure and clients remaining in the tour shall pay the balance of additional per room costs associated with the change in number of participants.

Cancel/Change	Cancellation/Changing Fee	
	A trip with night stay	A day trip
1. More than 21 days before the departure date	Free	Free
2. 21 to 11 days before the departure date	20% of tour rate	Free
3. 10 to 8 days before the departure date	20% of tour rate	Free
4. 7 to 2 days before the departure date	30% of tour rate	Free
5. 1 day before the departure date	40% of tour rate	40% of tour rate
6. Same day of your tour (before your tour)	50% of tour rate	50% of tour rate
7. No-show	Full charge of tour rate	Full charge of tour rate
8. After the departure date	Full charge of tour rate	Full charge of tour rate

※the Company shall accept the cancellation/change requests during the Company office hours on business day.

**14.2** If the client changes the departure day or any transportation/accommodations for his or her convenience, the Company shall consider it the entire tour to be cancelled and the specified cancellation charges will be levied on the client.

**14.3** In any of the following cases, the client may cancel the Travel Contract without paying a cancellation charge.

- (a) When the Travel Contract is changed under Article 11; or other important change
- (b) When the tour fare is increased in accordance with the provisions of Article 12

- (c) In cases where natural calamity or disaster, weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other causes make safe, smooth tour operation impossible, or when there is a valid reason to believe the tour cannot continue.
- (d) When the Company has not delivered the Final Tour Itinerary to the client by the prescribed date described in Article 5(5-3)
- (e) When tour operation becomes impossible owing to factors for which the Company is liable.

**14.4** If the cancellation fee exceeds the amount of application fee, the customer is required to pay the difference

**14.5** In case of cancellation due to a credit financing issues beyond the Company's control, the client shall pay the cancellation fees specified by the Company.

**14.6** Cancellation by Company

(a) If the client has not paid the tour price by the due date provided in Article 7, the Company may cancel the Tour Contract. In such case, the client shall pay the Company a penalty charge of the same amount as the cancellation fee described in Paragraph (14-1).

(b) In any of the following cases, the Company may cancel the Tour Contract:

- 1 When it becomes apparent that the client does not satisfy the gender, age, qualification, skill or other requirements specified by the Company in advance for participation in the tour;
- 2 When the client is found to be a person described in Article (3-3) through (3-5);
- 3 When the client is recognized as unfit to participate in the tour due to illness, absence of a necessary helper or for other reasons;
- 4 When the Company considers that the client may cause trouble for the other participants, or might otherwise interfere with the smooth operation of the group activities;
- 5 When the client makes demands beyond the reasonable scope of the details in the contract;
- 6 When the minimum number of participants as stipulated by the Company in the Brochure has not been reached. In such cases, the Company shall notify the clients of tour cancellation on no later than the 13th day (3rd day for one-day tours) prior to the day preceding the tour departure date;
- 7 When the necessary conditions as clearly specified by the Company in advance cannot be met or it is highly likely that such conditions will not be met, such as in the case of insufficient snowfall for ski tours; or
- 8 Safe and smooth tour operation of the tour itinerary as specified in the Brochure becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes.

**14.7** When the Company cancels the Tour Contract in accordance with Paragraph 14.6 (a), it shall refund the tour price (or application deposit) already received after deducting the applicable penalty charges. When the Company cancels a Tour Contract in accordance with Paragraph 14.6 (b), the Company shall refund a full amount of the tour price (or application deposit) already received from the client

**14.8** Cancellation After Departure

(a) Cancellation by Client

- 1 When the client leaves the tour group for personal reasons, the Company shall consider it a forfeiture of contractual rights and shall not make any refund.
- 2 If certain Tour Services cannot be provided as described in the Brochure due to reasons not attributable to the client, the client may cancel the contract relevant to such Tour Services not provided without paying any cancellation fees.

3 In the case of Paragraph 14-1, the Company shall refund the amount relevant to the Tour Services which are not provided. Provided, however, that if such event is caused by reasons not attributable to the Company, the Company shall refund the remaining amount after deducting the cancellation fee, penalty charges or other expenses for the relevant Tour Services which have already been paid or will have to be paid.

**(b) Cancellation by the Company**

The Company may cancel a part of the Tour Contract after the Company explains to the clients in the following cases:

- 1 When the Company considers that the client is unable to continue the tour owing to illness, absence of a necessary helper or other reasons;
- 2 When the client is found to be a person described in any of Article 4(4-3) through (4-5);
- 3 When the client disobeys the instructions of the Company through the tour conductor or other person to conduct safe and smooth tour operation, or disturbs the order of group activities of tour participants by violence or menace towards these people or those accompanying them or jeopardizes the safe and smooth operation of the tour; and
- 4 When the tour cannot continue due to war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes beyond the Company's control.

**(c) Effect of Cancellations and Refunds**

If the Company cancels the Tour Contract in accordance with Paragraph 14.6 (a) above, the cancellation fee or penalty charges or other charges which have already been paid or have to be paid to service providers of the Tour Services which have not been rendered due to cancellation of the contract, if any, shall be borne by the client. The Company shall refund the expenses for Tour Services which have not been rendered to the client after deducting the cancellation fee or penalty charges or other charges which have already been paid or will be paid to Tour Service providers.

- (d)** When the Company cancels the Tour Contract in accordance with Paragraph 14.6 (a) 1 or 4, the Company shall, at the client's request and expense, make necessary arrangements to return the client to the point of departure.
- (e)** When the Company cancels the Tour Contract in accordance with Paragraph 14.6 (a), the contractual relationship between the Company and the client shall be rescinded but not with retroactive effect. The Company's obligation in relation to the Tour Services that have been rendered to the client shall be deemed to have been validly fulfilled.

**15 Refund of Travel Cost**

When the Company owes any liability to refund to a client in cases such as "tour price reduction in accordance with Article 12 (12-2), (12-3) or (12-5)", or "if either the client or the Company has cancelled the Tour Contract in accordance with Article 11 through 12", the Company shall make said refund within 7 days counting from the day after cancellation, in the case of a refund arising from cancellation before departure, and within 30 days counting from the day after the tour ends, as stipulated in the Brochure in the case of a reduction in the tour price or refund due to cancellation after tour departure.

**16 Tour Conductors and Itinerary Management**

**16.1** The availability of a tour conductor will be expressly indicated in the brochures.

**16.2** A tour conductor will be, either in whole or in part, in charge of services necessary to secure safe and smooth implementation of travel and other services which are deemed necessary by the Company if the travel is accompanied



by a tour conductor, and local personnel of destination will be in charge of such services, if the travel is not accompanied by a tour conductor.

- 16.3** For travel without a tour conductor, the local contact information of the Company will be expressly indicated in the Final Travel Schedule.
- 16.4** In principle, the service hours of the tour conductor will be from 08:00 to 20:00.
- 16.5** In cases of the tour without a tour conductor, such as Free plan, customers shall be responsible for arranging the required services on their own when travel services must be altered owing to inclement weather or other conditions.

## **17 Liability of the Company**

- 17.1** In performing its obligations under the terms of its Tour Contract for an agent-organized tour, if the Company causes damage to clients through willful misconduct or negligence of the Company or the Company's agent, the Company shall be liable for such damage. However, this only applies if the notification is made to the Company within 2 years counting from the day following the occurrence of the damage.
- 17.2** In principle, the Company shall not be liable for damage incurred by clients as stipulated in Paragraph (17-1) above caused by the following events beyond the control of the Company or arrangement agents:
- (a)** Natural disaster, war, civil riot and alteration or cancellation of a tour itinerary due to such events;
  - (b)** Accidents during transportation or accommodation, damage by fire;
  - (c)** Cessation of services rendered by transportation or accommodation providers, and alteration or cancellation of tour itinerary due to such events;
  - (d)** Orders of governments, isolation resulting from infectious diseases, immigration control regulations, and alteration or cancellation of tour itinerary due to such events;
  - (e)** Accidents during the clients' free activities;
  - (f)** Food poisoning;
  - (g)** Theft;
  - (h)** Delays, stoppages, changes of schedule and route by transportation providers, and alterations of tour itineraries and/or shortened stays at destinations due to such events; or
  - (i)** Alterations of tour itineraries and/or shortened stays at destinations through the client's fault.
- 17.3** Notwithstanding the notification period of the damage as provided in Paragraph (17-1), the Company shall compensate for damage to baggage as provided in Paragraph (17-1) only when said damage is reported within 21 days counting from the day after the occurrence of such damage. The compensation shall be, regardless of the amount of the damage, up to a maximum of 150,000 yen per person (except for cases where the Company committed willful misconduct or gross negligence).

## **18 Special Indemnification**

- 18.1** Regardless of whether or not the Company is liable as mentioned in the preceding Article (1), in accordance with the Company's Special Rules for Compensation of the Company Terms and Conditions, the Company shall pay compensation for death (15 million yen), compensation for permanent physical injuries (up to 15 million yen), cost of hospitalization (20,000 - 200,000 yen), cost of hospital visit (10,000 - 50,000 yen) and compensation for damage to baggage (up to 100,000 yen per item of baggage or pair of items and up to 150,000 yen per person for one agent organized tour), for specific damage incurred by the clients' body, life or baggage, arising from sudden and accidental occurrence during an agent-organized tour.

- 18.2** Notwithstanding Paragraph (18-1), a day when no Tour Services included in an agent-organized tour organized by the Company are provided shall not be considered as a day during an agent-organized tour unless otherwise mentioned in the relevant Brochure.
- 18.3** The Company shall not pay compensation or cost as stipulated in Paragraph (18-1) when damage suffered by clients during an agent-organized tour results from the client's willful misconduct, driving while intoxicated and/or ill, or dangerous sports and activities such as mountain climbing (using mountain-climbing equipment such as ice axes, crampons, climbing rope hammers), luge, bobsledding, skydiving, hang-gliding, ultra-light plane flying (motor-driven hang-gliding, micro light planes, ultra-light planes), gyro-plane flying which are not included in the agent-organized tour and are engaged in during the client's free time. Provided, however, that this is not applicable when these activities are included in the itinerary of the agent-organized tour.
- 18.4** The Company shall not pay compensation for damage for exempted items listed in the Company Terms and Conditions such as cash, securities, credit cards, coupons, airplane tickets, passport, driver's licenses, visas, deposit receipts (including handbooks and bank cards), other data and similar items, contact lenses.
- 18.5** In cases where the Company is liable for compensation as stipulated in Paragraph (18-1) and compensation for damage as stipulated in the preceding Article, when any one of the liabilities is met, both liabilities shall be regarded as met to the extent of the amount paid.

## **19 Liability of Clients**

- 19.1** The client shall be liable to the Company for damage suffered arising from the client's willful misconduct, negligence, illegal conduct or conduct against public order and good manners, or breach of the Company Terms and Conditions.
- 19.2** Clients are required to make every effort to utilize information provided by the Company and to understand the details of the Tour Contract of the agent-organized tour including the rights and obligations of clients to conclude the agent-organized tour contract.
- 19.3** After the departure of the tour, if a client finds that the Tour Services provided are different from that specified in the contract documents, in order for the client to receive Tour Services smoothly as provided in the contract documents, clients are required to report the discrepancy promptly at the local destination to the tour conductor, conciliator, local assistant guide, providers of Tour Services or the tour sales store where the application was made.

## **20 Optional Tour and Provision of Information**

- 20.1** In relation to the application of Article 18 (Special Indemnification) about the small tour (hereinafter referred to as "Optional Tour") described in the Tour Brochure provided by our Company, the company shall treat it as a part of the main agent-organized tour contract.
- 20.2** If it is stated in the Brochure that the Optional Tour is operated by a company other than the Company (hereinafter referred to as "Tour Operator"), and the Client pays for and joins the Optional Tour of their own accord, the responsibilities of the Tour operator of the Optional Tour and of the clients are all governed by the terms and conditions of such tour operator.
- 20.3** The Company will not be responsible for any liability from accidents or damage that arises during the participation of the Optional Tour.

## **21 Itinerary Booking Guarantee**

- 21.1** Should material changes occur in the contents of the contract as stated in the left-hand column of the following table (except for changes mentioned in (a) through (c) below), the Company shall pay to the clients for compensation for changes by multiplying "tour prices" provided in Article 6 by the rate indicated in the right-hand column of the table within

30 days counting from the day after the tour ends. Provided, however, that if it is apparent that the Company is liable in accordance with Article 19(1) in relation to such changes, the Company shall pay the amount not as compensation for changes but as either a portion or full amount of compensation for damage.

- (a) The Company shall not pay compensation for changes due to the following reasons (however, the Company shall pay compensation for changes if such changes are caused by a shortage of seats, rooms or other facilities of the transportation or accommodation service providers, even when such services are provided): (a) bad weather and natural disasters, which hinder the tour itinerary; (b) war; (c) civil riots; (d) governmental orders; (e) suspension of Tour Services involving transportation or accommodation service providers such as cancellation, interruption, or cessation; (f) provision of transport services different from the original schedule; owing to delays or changes in operation schedules; and (g) necessary measures to secure tour participants' lives and bodies.
- (b) If a change occurs because of the cancellation of the Tour Contract in accordance with Articles 11 and 12, the Company shall not pay compensation for changes.
- (c) If the order of the Tour Services provided in the Brochure changes but such services are provided to the clients during the tour, the Company shall not pay compensation for changes.

**21.2** Notwithstanding Paragraph (21-1) above, the maximum amount of compensation for changes paid by the Company per one organized Tour Contract shall be limited to the "tour price" stipulated in Article 6 multiplied by 15%. If payment of compensation for changes to one client is less than 1,000 yen per one Tour Contract, the Company shall not pay such compensation for changes.

**21.3** The Company may pay compensation by providing goods or services equivalent to compensation money with clients' consent instead of paying the compensation for changes or for damage in cash.

The amount of compensation for changes equals the following rate per change multiplied by tour price

<b>Change for which the Company shall pay compensation for changes</b>	If clients are notified by a date prior to tour departure	If clients are notified after tour departure
(1) Change in tour departure or end date specified in the Brochure or the Final Tour Itinerary	1.5%	3.0%
(2) Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in the Brochure or the Final Tour Itinerary	1.0%	2.0%
(3) Changes in equipment of transportation facilities or down grade of the facilities as stated in the Brochure or the Final Tour Itinerary to those of lower cost (only when the total price of the grade and equipment of the facilities after change become less than those stated in the Brochure or the Final Tour Itinerary)	1.0%	2.0%
(4) Changes in types of the transportation facilities or the transportation company as stated in the Brochure or the Final Tour Itinerary	1.0%	2.0%
(5) Change to other flight involving a change of domestic airports	1.0%	2.0%

for departure or arrival of the tour stated in the Brochure or the Final Tour Itinerary		
(6) Change in the international flights stated in the Brochure or the Final Tour Itinerary from direct flight to connecting flight or flight with stops	1.0%	2.0%
(7) Change in accommodation facilities or the name of the accommodation providers as stated in the Brochure or the Final Tour Itinerary	1.0%	2.0%
(8) Change in type of rooms, facilities, views of accommodation as stated in the Brochure or the Final Tour Itinerary	1.0%	2.0%
(9) Among the changes in items (1) through (8) above, the matters included in the tour title as stated in the Brochure or the Final Tour Itinerary	2.5%	5.0%

**Note 1:** In the event that changes occur between the details as set forth in the Brochure and those in the Final Tour Itinerary, or between the details set forth in the Final Tour Itinerary and the actual Tour Services provided, each change shall be considered as one change.

**Note 2:** With regard to the changes set forth in (9) above, compensation rates set forth in (1) through (8) shall not apply, and the compensation rate set forth in (9) shall apply.

**Note 3:** For transportation facilities, one change shall be deemed as one change per ride or ship; for accommodation facilities, one change per overnight stay; and for other tour services, one change per item.

**Note 4:** In the event that multiple changes set forth in (4), (7), and (8) occur per ride or ship or per overnight stay, such changes shall nevertheless be deemed as one change per ride or ship, or as one change per overnight stay.

**Note 5:** In the event that the transportation facilities set forth in (3) and (4) accompany usage of accommodation facilities, changes shall be deemed as one change per overnight stay.

**Note 6:** For company name changes in transportation facilities as set forth in (4) and name changes in accommodation facilities as set forth in (7), this only means the cases where the facilities themselves change.

## 22 Communications Contract

The Companies may accept an application for the tour from a card holder (hereinafter referred to as a "Card Holder") of a credit card issued by the Company or credit card companies with which the Company have an alliance (hereinafter referred to as "Affiliated Companies") under the condition that the tour price and cancellation fee may be paid without the Card Holder's signature ("Communications Contract"). The terms and conditions of the Communications Contract are different from the usual terms and conditions of the tour in the points below. (Some travel sales agents may not be able to deal with such applications. Also, the type of cards acceptable will depend on the relevant travel sales agent.)

**22.1** "Card Use Day" means, in this Article, the date when the Card Holder or the Company pays the tour price or other amount or refunds debts in accordance with the Tour Contract.

**22.2** When applying, the credit card number and card expiration date and other matters must be notified to the Companies.

- 22.3** Tour Contracts by way of Communications Contracts are concluded, when the Companies send a notice of acceptance to conclude such Tour Contracts; provided, however, that, in the case that the Companies provide notice of acceptance by electronic means such as telephone or e-mail, when such notice reaches the client.
- 22.4** The Companies shall receive the payment of the “tour prices described in the Brochure” and the “cancellation fee as provided in Article 14” by a credit card issued by the Affiliated Companies without a signature of the Card Holder on the prescribed slip. In this case, the Card Use Day for the tour price shall be the day when the contract enters into effect.
- 22.5** If payment by the credit card presented by the Card Holder cannot be made due to credit reasons, the Companies shall terminate the Communications Contract and the Client must pay to the Companies the tour price in cash by a date which the Companies separately specifies. If the client is not able to pay by the due date, the client shall be charged a penalty charges equivalent to the cancellation fee described in Article (14-1).

## **23 Other**

- 23.1** The client shall bear the expenses incurred when he/she asks a tour conductor for the personal accompaniment or shopping, costs arising from his/her injury or illness, expenses incurred from the collection of lost baggage or articles left behind owing to personal negligence, as well as charges incurred by independent activity.
- 23.2** The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by the Company. The Company will not accept any exchange or return of products.
- 23.3** By joining the agent-organized tours operated by the Companies, the client may be eligible for the frequent flyer miles services provided by airlines. For inquiries regarding or registration for such services, the client shall contact the corresponding airline directly. Furthermore, changes of the tour conditions arising from changes in airline shall not apply to the liabilities set forth in Article (17-2).
- 23.4** Child Price is based on the child's age 3 ~ 12yrs. on the day the tour commences. Infant Price is based on if the child does not need a seat and is 2 and under on the day the tour commences.
- 23.5** The images and photos on pamphlet and homepage are for sample purposes and may differ in actuality depending on the date the customer attends the tour.
- 23.6** If a client is injured during a tour, treatment costs, transportation costs and other expenses may be high. In the case of an accident, compensation claims for damages against the assailant and the collection of compensation may be very difficult. To secure these, it is recommend that clients take out sufficient travel insurance themselves. For details, please consult the sales staff of the store at which the client applied to the tour.
- 23.7** If the client requests, the Tour Term and Conditions details can be explained in final by the travel service supervisor.

## **24 Handling of Personal Information**

- 24.1** When clients apply for tours, the Companies obtain the clients' personal information described in the Companies' application form. Clients may choose which personal information to provide to the Companies at their own discretion but the Companies may not be able to accept an application or request of a client if all or part of the personal information is not provided and the Companies cannot contact the client or carry out the necessary procedures to arrange and provide the Tour Services.
- 24.2** The Companies use the personal information obtained in accordance with the preceding Paragraph to contact clients and use such information to the extent necessary for the process of arranging the Tour Services and receiving such services for the tour applied to by the client and provide such information to the transportation and accommodation providers described in the Brochure and insurance companies and arrangement agent by electronic means. In addition, the Companies may use the clients' personal information (1) for news in relation to the Companies or Affiliated

Companies' products or services or campaigns, (2) to request opinions and impressions after tour participation, (3) to request the completion of a questionnaire, (4) to offer VIP services and (5) to formulate statistical documents.

**24.3** The Companies duly use and manage the clients' personal information in accordance with the Personal Information Protection Law of Japan and the privacy policies posted on the websites of the Companies. Please refer to the privacy policies of the companies which plan and carry out the relevant tours as to other details of use and management of personal information, including provision to a third party or shared use of personal information and a contact point for inquires.

**24.4** The Company may entrust part or the entire handling of the personal information provided in accordance with Paragraph (24-1) to other companies in relation to the tour conductor services or reference services at the airport. In this case, the Company shall choose such companies to entrust based on the Company's criteria and only entrust the personal information after first concluding a non-disclosure agreement.

## **25 Reference Date of Tour Conditions and Prices**

**25.1** The reference date of the tour conditions and tour prices are as specified in the Brochures (Japan time).