

# **Statement of Travel Terms and Conditions** **(for Agent-Organized Domestic Tours within Japan)**

*These Terms and Conditions shall apply to Ace JTB tours and JTB Mystyle tours as well as agent-organized tours offered by the companies listed in Article 2.*

## **Article 1 Significance of Statement of Terms and Conditions**

This Statement of Terms and Conditions constitutes the written statement of transaction terms and conditions provided for under Article 12-4 of Japan's Travel Agency Act and constitutes part of the contract documents provided under Article 12-5 of said Act.

## **Article 2 Agreement regarding Participation in Agent-Organized Tour**

- (1) This tour is organized and implemented by one of the following travel service companies (hereinafter referred to as "the Company") as identified in the pertinent web information or brochure. The Customer is entering into an agreement with the Company regarding participation in an agent-organized tour (hereinafter referred to as the "Tour Participation Agreement").
- JTB Corp. (2-3-11 Higashi-Shinagawa, Shinagawa-ku, Tokyo; Japan Tourism Agency Commissioner Registered Travel Agency No. 64)
  - JTB GAIAREC, INC (2-3-11 Higashi-Shinagawa, Shinagawa-ku, Tokyo; Japan Tourism Agency Commissioner Registered Travel Agency No. 712)
  - OKINAWA JTB Corp. (112-1 Asahimachi, Naha, Okinawa Prefecture; Japan Tourism Agency Commissioner Registered Travel Agency No. 1492)
  - JTB Global Marketing & Travel Inc. (2-3-14 Higashi-Shinagawa, Shinagawa-ku, Tokyo; Japan Tourism Agency Commissioner Registered Travel Agency No. 1723)
  - JTB BUSINESS INNOVATORS Corp. (1-6-31 Konan, Minato-ku, Tokyo; Japan Tourism Agency Commissioner Registered Travel Agency No. 1776)
  - JTB Business Travel Solutions, inc. (5-6-52 Toyosu, Koto-ku, Tokyo; Japan Tourism Agency Commissioner Registered Travel Agency No. 1571)
  - JTB Communications Design, Inc. (3-23-1 Shiba, Minato-ku, Tokyo, Japan Tourism Agency Commissioner Type 2 Registered Travel Agency No. 7116 )
- (2) The Company agrees to undertake the arrangements and to provide the necessary itinerary management services in order to ensure that the Customer is able to receive the transportation, accommodations and other travel-related services to be provided by the relevant providers in accordance with the travel itinerary prepared by the Company (hereinafter referred to as the "Travel Services").
- (3) The terms and conditions applicable to the Tour Participation Agreement are those set forth in the pertinent web information and brochure, this Statement of Travel Terms and Conditions, the written confirmation referred to as the Final Travel Itinerary which is to be furnished to the Customer prior to departure (hereinafter referred to as the "Final Travel Itinerary") and the provisions contained in the Company's General Terms and Conditions regarding Agent-Organized Tour Participation Agreements (hereinafter referred to as the "Company's General Terms and Conditions").

## **Article 3-1 Tour Participation Requests and Formation of Binding Agreement**

- (1) Customers interested in signing up for the tour should submit the required information to the Company or one of its Sales Location identified under "Sales Locations" (hereinafter collectively referred to as "the

Company or its Sales Location”) along with a deposit in the amount indicated in the pertinent web information or brochure. For operational reasons, the Customer may be required to furnish the required information using a prescribed form or screen. The deposit shall be applied towards payment for travel. The Tour Participation Agreement between the Customer and the Company shall become legally binding upon agreement by the Company or its Sales Location to enter into the Tour Participation Agreement with the Customer and receipt of the deposit.

- (2) ① The Company or its Sales Location may accept tour reservation requests by telephone, mail, facsimile or other electronic means. In such case, the Tour Participation Agreement shall not become legally binding at the time that said reservation request is received. Rather, the Customer shall be required to confirm the details of said reservation request and to remit payment of the deposit within three (3) days from the day following the date on which the Company or its Sales Location furnishes notice of acceptance of the Customer’s reservation request. If payment of the deposit is not received by the deadline stated above, the Company or its Sales Location shall treat said reservation request as null and void.  
② If the Customer makes a reservation request online but wishes to make payment at a Sales Location, the Customer shall be required to confirm the details of the reservation request and make payment of the deposit within two (2) days from the day following the date on which the Company or Sales Location furnishes notice of acceptance of the Customer’s reservation request. If payment of the deposit is not received by the deadline stated above, the Company or its Sales Location shall treat said reservation request as null and void.  
③ If the Customer makes a reservation and payment through a travel booking website, the travel conditions specified in Article 24 will apply, and the contract will be established in accordance with the provisions of Article 24 (6).
- (3) In the case of telephonic reservation requests, the Tour Participation Agreement shall become legally binding upon receipt by the Company or its Sales Location of the deposit pursuant to the provisions of Paragraph (2) of this Article 3-1. In the case of reservation requests made by mail or facsimile, the Tour Participation Agreement shall become legally binding upon receipt of the deposit and the issuance of notice by the Company or its Sales Location of acceptance of the Customer’s reservation request. If a reservation request is made by telephone, mail, facsimile or other electronic means but the Customer intends to pay by credit card, the formation of a legally binding agreement shall be governed by the provisions set forth in Paragraph (3) of Article 24 below.
- (4) If the Company or its Sales Location receive a tour reservation request from an Authorized Contracting Party acting on behalf of travelers who will constitute a group or party, the Company or its Sales Location shall deem said Authorized Contracting Party to possess full powers of agency to act on behalf of said group or party in connection with all contractual matters, including but not limited to the execution and termination of agreements.
- (5) The Authorized Contracting Party shall be required to submit a list of the members of the group or party to the Company or its Sales Location by the deadline specified by the Company or its Sales Location. The Authorized Contracting Party shall be responsible for obtaining consent from all members of the group or party with respect to the furnishing of personal information to third-parties in accordance with Article 26 below.
- (6) Neither the Company nor its Sales Location shall assume any responsibility whatsoever with regard to any obligations or duties currently owed or anticipated to be owed at any future time by the Authorized Contracting Party to any members of the group or party.
- (7) If the Authorized Contracting Party will not be traveling with the group, the member of the group preselected by said Authorized Contracting Party shall be deemed by the Company or its Sales Location to be serving as the Authorized Contracting Party subsequent to the commencement of the tour.

### **Article 3-2 Special Provisions regarding Waitlisting**

If the Company is unable to execute a Tour Participation Agreement with the Customer for a tour requested by the Customer for any reason, including but not limited to a lack of available spots, the Company – at the specific request of the Customer - may enter into a special arrangement with the Customer pursuant to the terms and conditions set forth below under which the Company shall enter into a Tour Participation Agreement with the Customer if and when it becomes possible to do so at a future point in time (hereinafter referred to as “Waitlisting”).

- (1) If the Customer wishes to be Waitlisted, the Customer shall confirm how long the Customer is willing to wait for a response from the Company (hereinafter referred to as the “Waitlist Period”) and shall submit the required tour participation request along with an amount equal to that of the required deposit. During Waitlisting, there exists no legally binding Tour Participation Agreement between the Company and the Customer nor does the Company make any promise to the Customer that a Tour Participation Agreement will be executed at some future time.
- (2) The Company shall hold ‘in trust’ for the Customer an amount equal to that of the required deposit described in the preceding Paragraph (1). If it becomes possible to execute a Tour Participation Agreement with the Customer at a later point in time, the Company shall issue notice to the Customer of the Company’s agreement to enter into a Tour Participation Agreement with the Customer and shall apply the above-mentioned amount held in trust for the Customer towards the payment of the required deposit.
- (3) The Tour Participation Agreement between the Company and the Customer shall become legally binding upon the issuance of notice by the Company to the Customer of the Company’s agreement to enter into a Tour Participation Agreement with the Customer as described in Paragraph (2) above. (If notice of the Company’s consent to enter into the Tour Participation Agreement is furnished electronically, the Tour Participation Agreement shall become legally binding upon delivery of said notice to the Customer).
- (4) If the Company is unable to enter into a Tour Participation Agreement with the Customer prior to the expiration of the Waitlist Period, the Company shall refund the entire abovementioned amount held in trust to the Customer.
- (5) If the Company receives a request from the Customer to terminate the Waitlisting arrangement before the Company has furnished notice to the Customer of its agreement to enter into a Tour Participation Agreement with the Customer, the Company shall refund the entire above-mentioned amount held in trust to the Customer. In such case, the Company shall not charge any cancellation fees even if the Customer’s request for termination of the Waitlist arrangement is received during the period otherwise subject to the assessment of cancellation fees by the Company.

### **Article 4 Terms and Conditions regarding Tour Participation**

- (1) Written parental consent shall be required for all travelers under the age of eighteen (18). Travelers less than fifteen (15) years of age or who have not yet matriculated in middle school must be accompanied by a parent or guardian.
- (2) If any special requirements have been established by the Company regarding participation in the tour, the Company reserves the right to refuse participation to any individual who fails to satisfy any such requirements, including but not limited to participant gender, age, qualifications and/or skills.
- (3) The Company reserves the right to refuse participation to any individual that is determined to be a member of an organized crime group, affiliated with an organized crime group or otherwise associated with any criminal or corruptive element.
- (4) The Company reserves the right to refuse participation to any Customer who makes any violent or improper request towards the Company or its Sales Location or employs any threatening behavior or violence in connection with the transaction.

- (5) The Company reserves the right to refuse participation to any Customer who takes any action which serves to defame the Company or its Sales Location or to obstruct the operations thereof through the dissemination of false information or the use of fraud or force.
- (6) Individuals with health conditions, individuals requiring the use of a wheelchair or other assistive device, individuals with any physical and/or mental disabilities, individuals with any food and/or animal allergies, individuals who are pregnant or may be expecting, individuals requiring the assistance of a service dog (seeing-eye dog, hearing dog, etc.) or otherwise requiring any special accommodations should inform the Company or its Sales Location of their needs when submitting the tour participation request. (In addition, please immediately advise the Company or its Sales Location in the event that the need for any such special accommodation arises subsequent to the execution of the Tour Participation Agreement.) In order to enable us to better serve you, please provide a specific description of the accommodations that will be required during travel.
- (7) To the extent reasonably possible, the Company shall accommodate requests received pursuant to the preceding Paragraph (6). In order to better serve you, the Company or its Sales Location may ask to be furnished with additional information either orally or in writing regarding the traveler's condition and any required accommodations.
- (8) In order to ensure the safe and expeditious implementation of the tour, the Company reserves the right to condition the Customer's participation upon the accompaniment of a helper or companion, the submittal of a physician's note and/or a partial modification to the tour itinerary. In addition, the Company reserves the right to refuse to accommodate any tour participation request and/or to terminate any Tour Participation Agreement in the event that the Company is unable to arrange for any accommodations required by the Customer. As a general rule, the Customer shall be responsible for any expenses required in connection with any special accommodations arranged by the Company for the Customer pursuant to any request for accommodations received from the Customer.
- (9) If the Company needs to contact the Customer in connection with any situation described under Paragraphs (1), (2), (6), (7) and/or (8) above, the Company shall, as a general rule, contact the Customer within one (1) week from the date on which the Customer's reservation request is received (in the case of Paragraphs (1) and/or (2)) or within one (1) week from the date on which the Customer furnishes the relevant information (in the case of Paragraphs (6), (7) and/or (8)).
- (10) If the Company determines that a Customer requires a diagnosis or treatment by a physician during travel for any reason, including but not limited to illness or injury, the Company shall take the measures necessary in order to ensure the expeditious implementation of the tour. The Customer shall be responsible for any costs associated with any such measures.
- (11) As a general rule, independent activity by the Customer for personal reasons is not permitted. Depending on the tour, the Company may agree to permit independent activity under conditions to be separately established.
- (12) The Company reserves the right to refuse participation to any Customer that the Company determines may be disruptive to other customers or may interfere with the expeditious implementation of group activity.
- (13) The Company additionally reserves the right to refuse any tour participation requests for operational reasons.

## **Article 5 Delivery of Contract Documents and Final Travel Itinerary**

- (1) Upon formation of a legally binding Tour Participation Agreement, the Company or its Sales Location shall promptly furnish the Customer with a travel itinerary as well as contract documents describing the travel services to be provided, other terms and conditions of travel and information concerning the responsibilities of the Company and/or its Sales Location. The contract documents shall consist of the pertinent tour website and/or brochure, this Statement of Travel Terms and Conditions and other relevant documents.

- (2) As a supplement to the contract documents described in Paragraph 5(1) above, the Company or its Sales Location shall furnish the Customer with a Final Travel Itinerary no later than the day prior to the commencement of the tour containing final information regarding the time/location of tour convocation as well as the names of the travel service providers (transportation, lodging, etc.) to be used. Notwithstanding the foregoing, if a request for tour participation is received from the Customer seven (7) days or less prior to the day preceding the tour commencement date, the Final Travel Itinerary may be furnished to the Customer on the tour commencement date.

#### **Article 6 Payment for the Tour**

- (1) Payment for the tour must be made by the thirteenth (13<sup>th</sup>) day prior to the day preceding the tour commencement date. Customers submitting tour participation requests subsequent to the thirteenth (13<sup>th</sup>) day prior to the day preceding the tour commencement date must pay for the tour prior to the tour commencement date and in no case later than the deadline for payment specified by the Company or its Sales Location. If the Customer is a cardholder of a credit card issued by a partner credit card company, the Company, with the consent of the Customer, may charge payment for the tour (including the deposit and any items identified as Additional Charges) as well as any applicable cancellation fees and/or other charges under Article 14, additional charges under Article 10 and any traveler substitution fees under Article 13 to said credit card without obtaining the signature of the Customer even in the absence of an agreement between the Customer and the Company regarding Credit Card Payment Authorization under Article 24 below. In such case, unless otherwise requested by the Customer, the Card Transaction Date shall be the date on which said consent is given by the Customer.
- (2) Regardless of the provisions in this Paragraph 5(1), for some products, you may be required to pay the full travel fare at the time of contracting. In addition, for certain communication contracts, you are required to make payment within 3 days from the date when you receive our notification of contract acceptance.

#### **Article 7 Tour Pricing**

- (1) Unless otherwise specifically noted, adult rates shall apply to travelers twelve (12) years of age or older and child rates shall apply to travelers between the ages of six and eleven (or between the ages of three and eleven for tours involving air travel).
- (2) Tour pricing is indicated separately based on tour features. Please confirm applicable pricing based on departure date and number of participants.
- (3) The "Tour Price" is calculated based on the provisions concerning the "deposit" set forth in Article 3 above, the provisions concerning "cancellation fees" described in Paragraph (1) of Article 14 below, the provisions concerning "amount equal to the applicable cancellation fees" described in Paragraph (3) of Article 14 below and the provisions concerning the amount of any "Modification Indemnification" payable under Article 23 below. The Tour Price (or base tour price) shall be computed based on price information indicated in the pertinent tour advertisement, website or brochure increased by any applicable "Additional Charges" and decreased by any applicable "Discounts".

#### **Article 8 What is Included in the Tour Price**

- (1) Fares and fees charged by any transportation carriers (economy class unless otherwise noted), the cost of accommodations, the cost of meals, admission fees and the like as well as sales and other taxes as explicitly stated in the travel itinerary.
- (2) Tour conductor expenses in the case of tours accompanied by a tour conductor as well as gratuities required in connection with group activity.
- (3) Other items indicated as included in the pertinent web information or brochure.

As a general rule, costs associated with the items described above are not refundable in the event that the Customer does not avail himself/herself of certain services for personal reasons.

#### **Article 9 What is Not Included in the Tour Price**

Items not described in Paragraphs (1) through (3) of the preceding Article 8 are not included in the Tour Price. A partial enumeration of such items is provided below for illustrative purposes:

- (1) Excess Baggage Charges (for baggage exceeding specified weights, size or number)
- (2) Airport facility usage fees (unless otherwise explicitly indicated in the pertinent web information or tour brochure)
- (3) Laundry, telephone/telecommunications charges, additional food or beverage costs and other charges of a personal nature along with any taxes and service fees associated therewith.
- (4) Charges for participation in (separately priced) optional tours
- (5) Additional transportation carrier charges and/or surcharges (fuel surcharges, etc.)
- (6) Transportation and/or accommodations costs between the Customer's personal residence and the point of departure or arrival.
- (7) Charges required for special consideration / treatment.
- (8) Communication charges for providing services via the Internet.

#### **Article 10 Additional Charges**

- (1) The "Additional Charges" referenced in Article 7 above refer to the following charges (except when indicated as included in the Tour Price).
  - ① Additional charges for hotel or room category upgrades offered as "Upgrade Options" by the Company in the pertinent web information, brochure or other relevant literature.
  - ② Additional charges for 'meals' and similar such items if the base tour package does not include meals, etc.
  - ③ Additional charges for extended hotel stays described by the Company as "Extended Stay Options" in the pertinent web information, brochure or other relevant literature.
  - ④ Other items or classes of service described as "Additional Charges" in the pertinent web information, brochure or other relevant literature (including but not limited to any cost differential for any change to class of airline service, Additional Charges for straight-through check-in and Additional Charges for selection of Customer-preferred airlines if indicated as permitted in the pertinent brochure.)
- (2) The "Discounted Charges" referenced Article 7 above refer to the following charges (except when the travel fare after discount has been set in advance).
  - ① The term refer to "Early ○ days prior discount" by the Company in the pertinent web information, brochure or other relevant literature.
  - ② The term refer to "○ discounted Charges" by the Company in the pertinent web information, brochure or other relevant literature.

#### **Article 11 Changes to Terms of Tour Participation Agreement**

The Company reserves the right to modify the tour itinerary and/or the travel services subsequent to the execution of the Tour Participation Agreement in the event of natural disaster, war, rioting, suspension of travel services by any provider of transportation, accommodations or other travel services, government order, the furnishing of transportation service in a manner that is inconsistent with the original transportation service plan, or in the event of the occurrence of any other cause beyond the Company's control when such modification is unavoidable in order to ensure the safe and expeditious implementation of the tour. In such case, prior to making any modifications to the tour itinerary and/or travel services, the Company shall promptly explain to the Customer

(a) why the cause requiring any such modification is beyond the Company's control and (b) the cause-and-effect relationship between the cause of said modification and the modification to be made. Notwithstanding the foregoing, the Company may provide said explanation to the Customer subsequent to the implementation of any such modifications in unavoidable emergency situations.

## **Article 12 Changes to the Tour Price**

Subsequent to the execution of the Tour Participation Agreement, the Company shall make no changes to the Tour Price nor to the amounts of any Additional Charges or Discounts except in the following situations:

- (1) If fares and/or fees charged by any transportation carrier whose services are to be used as part of the tour are revised to an extent that significantly exceeds the normally anticipated range for any reason (including but not limited to a substantial change in economic conditions), the Company shall modify the Tour Price to reflect said cost differential. The Company shall furnish the Customer with notice regarding any increases to the Tour Price no later than the fifteenth (15<sup>th</sup>) day prior to the day preceding the tour commencement date.
- (2) In the event of any substantial reduction to the applicable fares and fees described under Paragraph (1) above, the Company shall decrease the Tour Price by the amount of said reduction.
- (3) In the event that any modification to the content of the tour results in a reduction in the costs required to implement the tour, the Company shall reduce the Tour Price by the amount of said differential.
- (4) In the event that any modification to the content of the tour described in Article 11 above results in an increase in the costs required to implement the tour (including cancellation fees or other charges either paid or payable in connection with any travel services not received as a result of said modification), the Company shall modify the Tour Price to reflect said differential. However, this provision shall not apply in the event that the modification arises out of the lack of available seats, rooms or other capacity limitations despite the fact that service is otherwise provided by the relevant provider to other patrons (i.e. overbooking).
- (5) If the Company has indicated in the pertinent web information, brochure or other relevant literature that the Tour Price depends on the number of users of a particular provider of transportation, accommodations or other travel services, the Company shall modify the Tour Price within the range described in the contract documents in the event of any change to said number of users subsequent to the execution of the Tour Participation Agreement. However, this provision shall not apply if the cause of said change is attributable to the Company.

## **Article 13 Traveler Substitution**

With the consent of the Company, the Customer may assign his/her status under the Agreement to another individual. In such case, the Customer shall be required to provide the required information to the Company. Such substitutions shall be subject to the prescribed charges. (The Company reserves the right to also charge for any costs associated with reticketing in the event that airline tickets have already been issued.) In addition, the assignment of status under the Agreement shall become valid only once the Company has granted its consent thereto. Once said assignment of status is valid, the individual who has taken assignment to the Customer's status under the Tour Participation Agreement shall assume all rights and obligations of the Customer in connection with this Tour Participation Agreement. Notwithstanding the foregoing, the Company reserves the right to refuse to accommodate any traveler substitution for any reason, including but not limited to refusal by any provider of transportation, accommodations or other travel services to accommodate a substitution of travelers.

## **Article 14 Cancellation Fees**

- (1) If the Customer cancels travel for personal reasons subsequent to the formation of a legally binding Tour Participation Agreement, the Customer shall be required to pay the cancellation fees indicated in the

pertinent web information or brochure and the relevant tour participant[s] shall be required to pay any cost differential associated with any change in the number of travelers occupying any guestrooms.

- (2) The Customer shall also be liable for payment of the prescribed cancellation fees in the event of cancellation by the Customer due to the Customer's inability to obtain financing due to any cause not attributable to the Company.
- (3) If the Customer fails to make payment of the Tour Price by the deadline, the Company shall deem the Customer to have terminated the Tour Participation Agreement as of the day following said payment deadline and an amount equal to the applicable cancellation fee shall be charged and payable by the Customer to the Company.
- (4) Any modification to the departure date or any partial modification to the itinerary (including but not limited to transportation and accommodations) made by the Customer for the Customer's own personal reasons shall be deemed a cancellation of the Customer's participation in the overall tour and shall subject the Customer to the payment of the prescribed cancellation fees.

## **Article 15 Termination Prior to Commencement of Tour**

### **(1) Termination Rights of Customer**

- ① The Customer may terminate the Tour Participation Agreement at any time by paying the cancellation fees indicated in the pertinent web information or brochure. However, requests for termination shall only be accepted during business hours at the sales location where the Customer signed up to participate in the tour.
- ② The Customer may terminate the Tour Participation Agreement without incurring cancellation fees in the following situations:
  - a. In the event of any modification to the terms and conditions of the Tour Participation Agreement. (Note that this provision is limited only to material modifications, including but not limited to those described in the left-hand column of the table in Article 23 below).
  - b. If the Tour Price is increased pursuant to Paragraph 12(1) above.
  - c. If the safe and expeditious implementation of the tour becomes impossible or promises to become impossible for any reason, including but not limited to natural disaster, war, rioting, suspension of the furnishing of travel services by any transportation, accommodations or other travel service provider, or government order.
  - d. If the Company or its Sales Location fail to furnish the Customer with a Final Travel Itinerary as described in Paragraph 5(2) above by the deadline specified in said Paragraph.
  - e. If it becomes impossible to implement the tour in accordance with the travel itinerary described in the pertinent web information or brochure due to any cause attributable to the Company.
- ③ If the travel contract is terminated by our company under Paragraph 15 (1) ①, we will refund the predetermined cancellation fee deducted from the already received travel fare (or application fee). If the cancellation fee cannot be covered by the application fee, we will charge you the difference. Additionally, under Paragraph 15 (1) ②, if the travel contract is terminated, we will refund the full amount of the already received travel fare (or application fee).

### **(2) Termination Rights of Company**

- ① The Company may terminate the Tour Participation Agreement if the Customer fails to remit payment of the Tour Price by the deadline specified in Article 6 above. In such case, an amount equal to the cancellation fee prescribed under Subparagraph (1)① of this Article 15 shall be charged and payable by the Customer to the Company.
- ② The Company may terminate the Tour Participation Agreement in the following situations:



- a. If the Customer is determined not to satisfy any gender, age, qualifications, skill or other requirement for tour participation explicitly pre-disclosed by the Company.
  - b. If the Company determines that any provision contained in Paragraphs (3) – (5) of Article 4 applies to the Customer.
  - c. If the Company determines that the Customer is unable to withstand the demands of the tour for any reason, including but not limited to illness or the absence of a helper.
  - d. If the Company determines that the Customer is disruptive to other customers or may interfere with the expeditious implementation of group activity.
  - e. If the Customer makes any overly burdensome demands in connection with the Agreement.
  - f. If the number of tour participants is less than the minimum required number identified in the pertinent web information or travel brochure. In such case, the Company shall notify the Customer of cancellation of the tour by the thirteenth (13<sup>th</sup>) day prior to the day preceding the tour commencement date (or by the third day prior to the tour commencement date in the case of single-day tours).
  - g. If any condition required for the implementation of the tour as explicitly prediscovered by the Company (such as inadequate snowfall in the case of ski tours) is unsatisfied or is highly unlikely to be satisfied.
  - h. If the safe and expeditious implementation of the tour in accordance with the travel itinerary described in the pertinent web information or brochure becomes impossible or promises to become impossible for any reason beyond the control of the Company, including but not limited to natural disaster, war, rioting, suspension of travel services by any transportation, accommodations or other travel service provider or government order.
- ③ In the event of termination of the Tour Participation Agreement by the Company in accordance with the provisions of Paragraph (2) ① of this Article 15, the Company shall refund any amount already received from the Customer as payment for the tour (or deposit) less the applicable cancellation fee. In the event of termination of the Tour Participation Agreement pursuant to Paragraph (2)② of this Article 15, the Company shall refund the entire amount already received from the Customer as payment for the tour (or deposit).

## **Article 16 Termination Subsequent to Commencement of Tour**

### **(1) Termination Rights of Customer**

- ① If the Customer separates from the tour during travel for personal reasons, the Customer shall be deemed to have forfeited his/her rights and shall not be eligible for any refund.
- ② If the Customer is unable to receive any travel services described in the pertinent web information or brochure due to any cause not attributable to the Customer, the Customer shall be entitled to terminate the Agreement without incurring any cancellation fees for the portion of travel services which the Customer was unable to receive.
- ③ In the situation described in the preceding Paragraph (1)② of this Article 16, the Company shall refund the Customer for those portions of the Tour Price corresponding to the travel services that the Customer was unable to receive. Notwithstanding the foregoing, if the cause pursuant to which the Customer was not able to receive said travel services is not attributable to the Company, the Company shall subtract from the refund to be paid to the Customer the amount of any cancellation fees and/or other charges either paid or payable in connection with said travel services.

### **(2) Termination Rights of Company**

- ① The Company shall be entitled to terminate any portion of the Tour Participation Agreement in any of the situations described below. In such case, the Company shall be required to first provide the Customer with an explanation of the basis for said termination.

- a. If the Company determines that the Customer is unable to withstand the demands of continued participation in the tour for any reason, including but not limited to illness or the absence of a helper.
- b. If the Company determines that any of the provisions of Paragraphs (3) – (5) of Article 4 applies to the Customer.
- c. If the Customer fails to comply with any instructions issued by the tour conductor or any other representative of the Company for the purpose of ensuring the safe and expeditious implementation of the tour or if the Customer is otherwise disruptive to the orderly implementation of group activity or interferes with the smooth and expeditious implementation of the tour in any way, including but not limited to the use of violence or threats directed towards any tour conductor, any representative issuing instructions on behalf of the Company or any other traveler.
- d. If it becomes impossible to continue the tour for any reason beyond the control of the Company, including but not limited to natural disaster, war, rioting, suspension of travel services by any transportation, accommodations or other provider, or government order.

② Effects of Termination; Refunds

In the event of termination of the Tour Participation Agreement by the Company for any cause described in Paragraph (2)① of this Article 16, the Customer shall be responsible for any amounts either paid or payable to any providers of any travel services that the Customer was unable to receive as a result of said termination, including but not limited to charges described as cancellation fees. In such case, the Company shall refund to the Customer the amount corresponding to the portion of travel services not received by the Customer reduced by any amounts either paid or payable to said travel service providers, including but not limited to charges described as cancellation fees.

③ If the Company terminates the Tour Participation Agreement pursuant to Subparagraph (a) or (d) of Paragraph (2)① of this Article 16, the Company shall, upon request by and at the expense of the Customer, make the necessary arrangements in order to enable the Customer to return to the point of departure.

④ In the event of termination of the Tour Participation Agreement by the Company pursuant to Subparagraph (2)① of this Article 16, termination shall be applicable only with respect to the future contractual relationship between the Company and the Customer. To wit, the obligations of the Company in connection with any travel services already received by the Customer shall be deemed to have been effectively discharged.

## Article 17 Refund of Tour Price

- (1) If the Company is required to issue a refund to the Customer in the case of a reduction to the Tour Price pursuant to the provisions of Paragraphs (2), (3) or (5) of Article 12 above or in the event of termination of the Tour Participation Agreement by either the Customer or the Company pursuant to the provisions of the preceding Articles 14 through 16, said refund shall be issued within seven (7) days from the day following termination in the event of refunds arising from termination prior to tour commencement and within thirty (30) days from the day following the tour completion date set forth in the pertinent web information or brochure in the event of refunds arising from a reduction to the Tour Price or termination subsequent to tour commencement.
- (2) Nothing in Paragraph 16(1) above shall prevent the Customer or the Company from exercising any rights to seek compensation for damages pursuant to the provisions set forth in Article 19 (Responsibilities of the Company) or Article 21 (Responsibilities of the Customer) below.
- (3) The Customer should make any refund request within one (1) month from the departure date at the sales location where the Customer signed up to participate in the tour.

- (4) In order to process any refund in connection with travel vouchers that have already been furnished to the Customer, the Customer will need to submit said vouchers to the Company or its Sales Location. It may not be possible to process a refund of the Tour Price without the return of said vouchers.

#### **Article 18 Tour Conductors**

- (1) If a tour itinerary is described as “Accompanied by Tour Conductor”, the tour shall be accompanied by a tour conductor throughout the duration of the itinerary. As a general rule, the services to be provided by the tour conductor shall consist of those services required in order to ensure the expeditious implementation of the itinerary set forth in the contract documents. In order to ensure the safe and expeditious implementation of the tour, the Customer shall be required to comply with any instructions issued by the tour conductor during the tour. As a general rule, tour conductor services shall be rendered from 8:00AM through 8:00PM.
- (2) As a general rule, if an itinerary is described as “Accompanied by Local Tour Conductor”, the tour shall be accompanied by a local tour conductor from the time of arrival at the destination of travel to the time of departure from said destination. The services to be provided by any such local tour conductor shall be consistent with those of a tour conductor described in the preceding Paragraph 18(1).
- (3) If an itinerary is described as “Support Furnished by Local Staff”, the tour is not accompanied by a tour conductor. In such case, local staff shall provide the support services required in order to facilitate the tour.
- (4) Individual travel plans are not accompanied by tour conductors or any similar such personnel. If the Customer is traveling without the accompaniment of a tour conductor, the Customer is required to manage his/her own travel itinerary. Although the Customer will be provided with the vouchers required in order to receive travel services, the Customer is responsible for undertaking all formalities required in order to receive the travel services. Please contact your sales office in the event of the suspension of any travel services by any transportation carrier or other provider or in the event that the Customer unexpectedly needs to cancel travel for personal reasons. If you are unable to communicate with your sales office because it is closed or outside business hours, please contact the providers scheduled to provide you with any remaining services (hotel, transportation, etc.) in order to inform them of your cancellation and/or to process any such cancellation. If you fail to contact the service providers to inform them of your cancellation and/or to process any such cancellation, you will be deemed to have forfeited your rights and will therefore become ineligible to receive any refunds. Thank you for your understanding.
- (5) For segments of travel unaccompanied by a tour conductor or segments of travel or services for which local staff support is not scheduled to be furnished, the Customer should make the necessary arrangements to obtain and secure alternative services in the event of the occurrence of any cause (including but not limited to adverse weather conditions) necessitating a change to any scheduled services.
- (6) If you need to abruptly cancel your trip before the start of the trip due to the suspension of services by transportation providers or for personal reasons, please contact the sales agent handling your reservation. However, if the sales agent is closed or unavailable during non-business hours and cannot be contacted, please personally contact and cancel your reservation with the service providers you were planning to use (such as hotels, transportation companies, etc.). If the necessary procedures are not completed before the start of the trip, it will be treated as a cancellation after the start of the trip, and there will be no refund of the travel fare.

#### **Article 19 Responsibilities of the Company**

- (1) The Company shall be responsible for compensating the Customer for any losses incurred by the Customer as a result of any willful or negligent act on the part of the Company or any agent performing travel arrangement services on behalf of the Company in connection with performance under the Tour Participation Agreement. However, said responsibility shall only apply in those instances in which notice is received by the Company within two (2) years from the day following the occurrence of any such loss.

- (2) As a general rule, the Company shall assume no responsibility under Paragraph (1) above if the Customer incurs any loss due to the following causes (this non-exhaustive list is presented here for illustrative purposes):
- ① Natural disaster, war, rioting and/or any modification to the tour itinerary or tour cancellation resulting therefrom
  - ② Losses resulting from accidents or fires involving any provider of transportation, accommodations or other travel services
  - ③ Suspension of service by any provider of transportation, accommodations or other travel services and/or any modification of the tour itinerary or tour cancellation resulting therefrom
  - ④ Government order, quarantine due to communicable disease and/or any modification to the tour itinerary or tour cancellation resulting therefrom
  - ⑤ Accidents occurring during free activity time
  - ⑥ Food poisoning
  - ⑦ Theft
  - ⑧ Delays, suspension of service, schedule changes or rerouting by any transportation provider or any modifications to the tour itinerary or any curtailment of stay at the destination resulting therefrom.
- (3) Notwithstanding the provisions regarding the deadline for furnishing notice of loss to the Company set forth in Paragraph (1) above, the Company shall only furnish compensation for losses involving baggage under said Paragraph (1) if notice is received by the Company within fourteen (14) days from the day following the occurrence of said loss. Irrespective of the amount of said damages, the maximum amount of compensation to be furnished by the Company for losses involving baggage shall be limited to 150,000 yen per person (except in instances involving any willful or grossly negligent act on the part of the Company).
- (4) A travel arrangement agent refers to a person who arranges transportation and accommodation services (such as airlines, railways, buses, hotels, restaurants, etc.) on behalf of our company for the provision of travel services to customers. However, in the event of any damages caused to customers due to intentional or negligent acts of transportation and accommodation service providers (such as airlines, railways, buses, hotels, restaurants, etc.), the responsibility lies with the respective travel service provider.

## **Article 20 Special Compensation**

- (1) Irrespective of whether or not any liability is incurred by the Company pursuant to Paragraph (1) of the preceding Article 19, the Company shall pay the Customer a Death Indemnity (15,000,000 yen), Permanent Disability Indemnity (up to a maximum of 15,000,000 yen), Inpatient Solatium (20,000 yen – 200,000 yen) or Outpatient Solatium (10,000 yen – 50,000 yen) for certain damages sustained to life or limb if the Customer suffers any sudden and unforeseen accident while participating in an agent-organized tour and an indemnity for losses involving baggage (up to a maximum of 100,000 yen per piece or pair and up to a maximum of 150,000 yen per agent-organized tour participant) in accordance with the Special Compensation Rules set forth in the Company's General Terms and Conditions.
- (2) Notwithstanding the provisions set forth in the preceding Paragraph (1), losses occurring on a day during which no travel services that constitute part of the Company-organized tour are furnished shall not be considered as having occurred during the Customer's participation in the tour as long as said day is explicitly indicated in the pertinent web information or brochure as a day on which no travel services are to be furnished.
- (3) The Company shall not pay any indemnity or solatium under Paragraph (1) above for any losses incurred by the Customer during participation in an agent-organized tour if said losses result from a willful act or drunk driving by the Customer, illness or similar such cause, or as a result of any accident occurring during any dangerous activity, including but

not limited to mountain climbing (involving the use of mountain climbing gear such as ice axes, climbing irons, ropes and/or hammers), luge riding, bobsled riding, skydiving, hang gliding, flying aboard any ultralight aircraft (powered hang gliders, microlight aircraft, etc.) and/or gyroplaning during free activity time if such activity is not included in the agent-organized tour. The foregoing exception shall not apply in the event that said activity is included in the agent-organized tour itinerary.

- (4) The Company shall not pay any indemnification for losses in connection with any items identified as excluded from indemnification in the Company's General Terms and Conditions, including but not limited to cash, securities, credit cards, vouchers, airline tickets, passports, driver's licenses, visas, certificates of deposit, certificates of savings (including passbooks and ATM cards), data or any similar such items, and contact lenses.
- (5) If the Company is subject to an obligation to pay any indemnification under Paragraph (1) above as well as an obligation to pay any compensation for losses as described under the preceding Article 19, the Company shall be deemed to have performed its obligation to pay both said indemnification and said compensation to the extent of the amount paid by the Company in performance of either of these two obligations.

## **Article 21 Responsibilities of the Customer**

- (1) The Customer shall be responsible for compensating the Company for any losses incurred by the Company as a result of any willful or negligent act or violation of law, public order or decency by the Customer or any failure of the Customer to comply with the provisions of the Company's General Terms and Conditions.
- (2) In executing the Agent-Organized Tour Participation Agreement, the Customer shall strive to make effective use of the information furnished by the Company and to understand the provisions of said Agreement, including but not limited to the Customer's rights and obligations.
- (3) In order to ensure the expeditious receipt of the travel services described in the contract documents, if the Customer becomes aware subsequent to the commencement of the tour that travel services have been provided that differ from those specified in the contract documents, the Customer shall promptly and at the affected point of travel bring said discrepancy to the attention of a tour conductor, meet-and-greet staff, local guide, provider of the relevant travel services or the sales location where the Customer signed up to participate in the tour.
- (4) The Company reserves the right to take any necessary measures in the event that the Company deems that a Customer requires protection during travel for any reason, including but not limited to illness or injury. In such case, if the cause thereof is not attributable to the Company, the Customer shall be responsible for any expenses incurred as a result of any such measures and shall be required to pay the Company for said expenses in the manner specified by the Company by the deadline specified by the Company.
- (5) In the event of the loss of any travel vouchers, the Customer shall be responsible for any fares and/or fees charged by any transportation carrier in connection with the reissuance thereof. In such case, the Customer shall be liable for the payment of the fares and fees prescribed by the relevant carrier.

## **Article 22 Optional Tours; Reference Information**

- (1) The Company shall treat optional tours that are organized and implemented by the Company and made available to participants in the agent-organized tour subject to the receipt of a separate participation fee (hereinafter referred to as "Company-Implemented Optional Tours") as constituting part of the primary Agent-Organized Tour Participation Agreement for purposes of the applicability of the provisions of Article 20 (Special Compensation) above. Company-Implemented Optional Tours shall be explicitly so identified in the pertinent web information, brochure or other relevant literature.
- (2) If the pertinent web information or brochure explicitly indicate that an optional tour is operated by a company other than the Company, the Company shall pay the indemnities and/or solatiums described in Article 20 (Special Compensation) above for losses sustained by the Customer during participation in said optional

tour as described in said Paragraph 20 (with the exception that this provision shall not apply if the Customer participates in said optional tour on a day during the agent-organized tour on which “no activity is scheduled” and said absence of scheduled activity is indicated in the pertinent web information, brochure or final documentation.) In addition, the responsibilities of the optional tour operator and the Customer shall be governed entirely by the policies established by said operator and applicable local law.

- (3) If the Company provides information regarding available sports or other activities on any pertinent website, brochure or other relevant literature for ‘reference purposes’, the Company shall explicitly indicate that said information is simply being provided for reference. In such case, while the Special Compensation Rules described in Article 20 above shall apply with respect to any damages incurred by the Customer during participation in any such sports or other activity (with the exception that this provision shall not apply if the Customer participates in said optional tour on a day during the agent-organized tour on which “no activity is scheduled” and said absence of scheduled activity is indicated in the pertinent web information, brochure or final documentation), the Company shall assume no other liability in connection therewith.

### **Article 23 Itinerary Guarantees**

- (1) In the event of any material modification to the terms and/or conditions of the Agreement described in the left-hand column of the table below (with the exception of modifications described in Subparagraphs ①, ② and ③ below), the Company shall pay the Customer a Modification Indemnity in an amount obtained by multiplying the Tour Price as defined under Article 7 above by the percentage indicated in the right-hand column of the table below. Said payment shall be made to the Customer within thirty (30) days from the day following the tour completion date. Notwithstanding the foregoing, if it is evident that the Company is liable for said modification under the provisions of Paragraph 19(1) above, said payment shall be made by the Company not as a Modification Indemnity but rather as payment towards all or part of the Company’s responsibility to compensate the Customer for losses.
- ① The Company shall not pay a Modification Indemnity in the event of any modification arising out any of the causes set forth below. (Note: The Company shall pay a Modification Indemnity in the event of any modification arising out of the lack of available seats, rooms or other capacity limitations despite the fact that service is otherwise provided by the relevant provider to other patrons (i.e. overbooking).
- a. inclement weather conditions or natural disaster impacting the tour itinerary
  - b. war
  - c. rioting
  - d. government order
  - e. suspension of travel services (cancellation of service, suspension of service, suspension of operations, etc.) by any transportation, accommodations or travel service provider
  - f. transportation service that is inconsistent with the original transportation service plan (delays, transportation schedule changes, etc.)
  - g. necessary measures taken to protect the life and limb of tour participants.
- ② If the Tour Participation Agreement is terminated pursuant to the provisions of Article 15 or Article 16 above, the Company shall not pay any Modification Indemnity with respect to any modification associated with any such terminated portions of the tour.
- ③ In the event of a modification to the order in which travel services are to be provided according to the pertinent web information or brochure, the Company shall not pay a Modification Indemnity if the Customer is able to receive the relevant services during the course of the tour.
- (2) Notwithstanding the provisions set forth in Paragraph (1) above, the maximum amount of the Modification Indemnity to be paid by the Company under a single Tour Participation Agreement shall be the amount obtained by multiplying the Tour Price as defined in Article

7 above by fifteen percent (15%). In addition, the Company shall not pay a Modification Indemnity to the Customer if the amount of any such Modification Indemnity to be paid to the Customer under any single Tour Participation Agreement is less than 1,000 yen.

- (3) With the consent of the Customer, the Company may compensate the Customer by furnishing merchandise and/or services in lieu of making a monetary payment of any Modification Indemnity or compensation for damages.

**Amount of Modification Indemnity per Incident = Tour Price x Percentage Shown Below**

<b>Modification Eligible for Payment of Modification Indemnity by Company</b>	<b>If notice furnished to Customer by day preceding tour commencement date</b>	<b>If notice furnished to Customer on or after tour commencement date</b>
① Any modification to the tour commencement date or tour completion date indicated in the pertinent web information, brochure or final documentation	1.5%	3.0%
② Any modification to any sightseeing venues or facilities (including restaurants) or other travel destinations indicated in the pertinent web information, brochure or final documentation	1.0%	2.0%
③ Any downgrade to a lower transportation class or less expensive amenities than those shown in the pertinent web information, brochure or final documentation (only if the total cost of the resulting class of service or amenities is lower than that of the class of service and amenities indicated in the pertinent web information, brochure or final documentation)	1.0%	2.0%
④ Any modification to the mode of transportation or the name of the transportation carriers indicated in the pertinent web information, brochure or final documentation.	1.0%	2.0%
⑤ Any modification to the airport in Japan constituting the point of origin of the tour or the return flight back to the airport constituting the completion point of the tour as indicated in the pertinent site information, brochure or final documentation	1.0%	2.0%
⑥ Any modification of any direct flight between Japan and any non-Japan destination indicated in the pertinent web information, brochure or final documentation to a flight with stops or connections	1.0%	2.0%
⑦ Any modification to the category of accommodations or the name of the accommodations providers indicated in the pertinent web information, brochure or final documentation (excluding those instances in which the Company has designated a grade of accommodations and the grade of the new accommodations exceeds the grade of the accommodations indicated in the contract documents)	1.0%	2.0%
⑧ Any modification to the category, amenities, views or other characteristics of guestrooms indicated in the pertinent web information, brochure or final documentation	1.0%	2.0%
⑨ Any modification described in Items ① through ⑧ above that constitute a modification to an item included in the name of the tour as reflected in the pertinent web information, brochure or final documentation	2.5%	5.0%

**Notes:**

- <sup>1</sup> Changes between information indicated in the pertinent website or brochure and the information contained in the final documentation as well as changes between information contained in the final documentation and travel services actually furnished shall each respectively be treated as separate modifications for the purpose of calculating the Modification Indemnity.

- <sup>2</sup> Modifications described under ⑨ above shall be calculated using the percentage rates shown in (9), not the percentage rates shown under ① - ⑧.
- <sup>3</sup> 'One Incident' shall refer to one ride in the case of transportation, one night in the case of accommodations and one item in the case of other travel services.
- <sup>4</sup> If multiple modifications described in ④, ⑦ or ⑧ arise within the duration of a single ride or a single night, said modifications shall be collectively treated as one ride or one night.
- <sup>5</sup> If transportation services described in ③ or ④ include the use of sleeping accommodations, each affected night shall be treated as one incident.
- <sup>6</sup> Modifications to the name of transportation carriers or accommodations providers under ④ and ⑦ refer respectively to changes to the actual transportation or accommodations provider used.
- <sup>7</sup> A modification to the name of a transportation carrier under ④ shall not be considered a modification for the purposes of calculating the Modification Indemnity if it entails an upgrade a higher class of service or amenities.
- <sup>8</sup> Grades of accommodations are based on the list set forth in the contract documents and available for viewing on the Company's website at the time of execution of the Tour Participation Agreement.

## **Article 24 Agreements regarding Credit Card Payment Preauthorization**

The Company or its Sales Location may accept tour participation requests from any cardholder (hereinafter referred to as the "Cardholder") of any credit card issued by the Company or by any company partnering with the Company (hereinafter referred to as a "Partner Credit Card Company") subject to submittal of the designated form confirming that payment for the tour, applicable cancellation fees and other charges may be charged to the Cardholder's credit card without the Cardholder's signature" (hereinafter referred to as an "agreement regarding Credit Card Payment Preauthorization"). Terms and conditions governing agreements regarding Credit Card Payment Preauthorization differ from those governing conventional tour participation agreements in the manner described below. (Certain sales location may be unable to accommodate Credit Card Payment Preauthorization. In addition, certain sales locations may only be able to accommodate Preauthorization for certain credit cards.)

- (1) For purposes of this Article 24, the "Card Transaction Date" shall refer to the date on which any obligation to make payment for the tour or to refund any applicable sums is to be performed by the Cardholder or the Company pursuant to the Tour Participation Agreement.
- (2) Customers shall be required to furnish a credit card number, expiration date and other relevant card information to the Company or its Sales Location at the time they submit the tour participation request.
- (3) Tour Participation Agreements based on Credit Card Payment Preauthorization shall become legally binding upon issuance of notice by the Company or its Sales Location of agreement by the Company or its Sales Location to execute the Agreement in the event that said notice is issued by telephone or mail. Tour Participation Agreements based on Credit Card Payment Preauthorization shall become legally binding upon delivery to the Customer of notice of the agreement of the Company or its Sales Location to execute the Agreement in the event that said notice is issued via e-mail or other electronic means.
- (4) The Company or its Sales Location may charge payment of the Tour Price as indicated in the pertinent web information or brochure and/or any applicable cancellation fees under Article 14 above without obtaining the signature of the Cardholder on the form designated by the Partner Credit Card Company. In such case, the Card Transaction Date for payment of the Tour Price shall be the date of the legal formation of the Agreement.
- (5) Upon receipt of a request for termination of the Agreement, the Company or its Sales Location shall refund to the Customer's credit card the payment of the Tour Price less any applicable cancellation fees within seven (7) days from the day following the receipt of said termination request (or within thirty (30) days in the case of a reduction to the Tour Price or termination subsequent to tour commencement).
- (6) If payment cannot be made using the Cardholder's credit card for any reason, including but not limited to a lack of available credit, the Company or its Sales Location shall terminate the Credit Card Payment Preauthorization between the Customer and the Company. In such case, the Customer shall be required to



make payment of the Tour Price in cash by the deadline separately specified by the Company or its Sales Location. If payment is not received by said deadline, an amount equal to the cancellation fees described in Paragraph (1) of Article 14 shall be charged and payable by the Customer to the Company.

## **Article 25 Domestic (Japan) Travel Insurance**

Injury during travel may result in considerable expenses for medical care, evacuation and other services. In some cases, it may be extremely difficult to pursue a claim for accident-related damages and/or to collect damages from the party/parties at fault. In order to protect against these risks, we recommend that Customers enroll in domestic (Japan) travel insurance with adequate coverages. Please inquire with your sales representative for details regarding domestic (Japan) travel insurance.

## **Article 26 Handling of Personal Information**

- (1) Upon submittal of the Customer's tour participation request, the Company and/or its Sales Locations acquire certain personal information that the Customer provides on the prescribed tour participation request form. While Customers are free to determine what personal information they choose to share with the Company and its Sales Location, the Company and its Sales Location reserve the right to refuse to accommodate any requests for tour participation or other services in the event that the Customer opts not to provide any or all requested personal information and the non-furnishing of said personal information renders it impossible for the Company or its Sales Location to contact the Customer, arrange for travel services or undertake any formalities required in order to enable the Customer to receive said services. The (General) Travel Service Supervisor identified by the Company or its Sales Location shall act on behalf of the Company's Personal Information Officer in order to ensure the proper handling of personal information acquired by the Company and/or its Sales Location.
- (2) In addition to using any personal information acquired pursuant to the preceding paragraph to contact the Customer, the Company and/or its Sales Location may also furnish said personal information as well as searchable personal information data sets containing customer flight information to transportation carriers, accommodations providers and other travel service providers identified in the pertinent brochure and/or in the Final Travel Itinerary referenced in Paragraph (2) of Article 5 above as well as to insurance carriers and gift shops by transmitting said information in advance via electronic or other means to the extent necessary in order to arrange the requested travel services in connection with the tour, undertake any formalities required in order to enable the Customer to receive said services, and to the extent necessary in order to obtain insurance to protect against any costs arising out of the Company's responsibilities under the Tour Participation Agreement or as a result of accidents, as well as to the extent necessary in order to enhance the Customer's shopping experience at gift shops at the travel destination. In addition, the Company and/or its Sales Location may also use a Customer's personal information in order to (1) provide information regarding products, services and promotional campaigns offered by the Company and/or its Sales Locations and business partners, (2) request feedback and input following the completion of travel, (3) request participation in surveys, (4) offer special services and benefits, and (5) compile statistical data.
- (3) The Company or its Sales Locations may request the personal information of an individual who is to serve as the Customer's emergency contact person during travel in the event of illness, accident or other contingency. The personal information of said emergency contact person shall be used if the Company or its Sales Location deem it necessary to contact said emergency contact person if the Customer suffers any illness or encounters any other unforeseen circumstances during travel. The Customer shall be responsible for obtaining the consent of his/her emergency contact person regarding the furnishing of said personal information to the Company and/or its Sales Location.
- (4) In retaining any third parties to perform travel arrangement services, tour conducting services, airport meet-and-greet services or any similar such services on behalf of the Company, the Company may outsource, in whole or in part, operations involving the handling of personal information acquired pursuant

to Paragraph (1) above. In such instance, the Company shall select its vendors based on the same standards established by the Company and shall share said personal information with any such vendors only upon execution of a non-disclosure agreement.

- (5) To the minimum extent necessary in order to communicate with the Customer, the Company may share searchable data sets containing customer information in its possession (including but not limited to names, addresses, telephone numbers and e-mail addresses) with other companies in the JTB Group. Said JTB Group companies may use said information in order to provide the Customer with sales information, simplify the process of purchasing travel products and services, furnish information regarding events and functions and deliver merchandise purchased by the Customer. For information regarding the Customer Service Desk for requests for disclosure, correction or deletion of searchable data sets containing personal information, the names of the JTB Group companies with whom searchable data sets containing personal information are shared or the JTB Group companies managing searchable data sets containing such personal information, please visit JTB Corp.'s website at <http://www.jtbcorp.jp/jp/privacy>.
- (6) The company will promptly respond when customers request notification, disclosure, correction, addition, deletion, suspension of use, erasure, or third-party provision of their records for the purpose of utilization.

## **Article 27 Reference Dates**

The Reference Date for this Statement of Travel Terms and Conditions as well as the Reference Date for tour pricing shall be explicitly indicated in the pertinent web information or brochure.

## **Article 28 Miscellaneous Provisions**

- (1) The Customer shall be responsible for all expenses arising in connection with any requests made by the Customer to any tour conductor or other individual for personal services, shopping or other assistance, all expenses arising in connection with any injury or illness sustained by the Customer, all expenses involved in the loss of any belongings or the recovery of any forgotten items arising out of the Customer's negligence as well as any expenses incurred in the arrangement of any independent activity.
- (2) While the Company or its Sales Location may provide the Customer with information regarding gift shops for the convenience of the Customer, all purchases shall be made by the Customer at the Customer's own risk. We are unable to assist the Customer in processing exchanges or returns for any purchases.
- (3) If the Customer agrees to participate in any program under which an airline may ask the Customer to voluntarily board an aircraft other than the Customer's scheduled aircraft (flexible travel) and the Customer boards any aircraft other than the aircraft arranged by the Company, the Company shall be deemed to have discharged its obligations in connection with the arrangement of travel and itinerary management and shall be relieved of any responsibility associated with any itinerary guarantees or special compensation in connection with the affected portion of travel. Thank you for your understanding.
- (4) The Company shall not re-conduct any tours under any circumstances.
- (5) By participating in an agent-organized tour organized by the Company or its Sales Location, the Customer may be eligible to participate in an airline frequent flyer program. The Customer should direct any inquiries regarding frequent flyer programs (including inquiries regarding enrollment) to the airlines. In addition, the Company and its Sales Location shall assume no liability under Paragraph (1) of Article 19 or Paragraph (1) of Article 23 in the event of any changes to the terms of any such frequent flyer program in the event of a change in the airline flown.

<p>* As a general rule, additional alcoholic beverages, food or other services requested by the Customer at any Japanese-style inn (<i>ryokan</i>), hotel or similar such facility are subject to consumption taxes and other applicable taxes. Thank you for your understanding.</p>
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**Article 29 Applicable Language and Governing Law**

This is an English-language translation of the Company’s standard Japanese-language. This translation is provided strictly for the convenience of the Customer. In the event of any discrepancy between this translation and the original Japanese-language document, the Japanese language version shall control in all respects. This Agreement between the Customer and the Company shall be governed by and construed in accordance with the laws of Japan. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

**Sales Locations**

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