

# Tour Terms and Conditions (Domestic Trip)

## ■ Subscription

- (1) Please fill in the application form and submit it. Please transfer the application fee to the designated account at the same time.
  - \*The application fee will be treated as a part or all of the "tour Price", "cancellation fee", and "penalty".
- (2) If you make a reservation by telephone or other means of communication, you must submit the application form and pay for the application fee within three business days from the day following the date of our acceptance of the reservation. If application fee is not paid, it will be treated as if there was no reservation. (Please contact us if you cancel)

## ■ Special Clause on Handling of Waiting

If, at the time of subscription, the tour contract cannot be executed immediately due to no vacancy, full occupancy, or any other reason, we may explain that, obtain the customer's consent, confirm the time limit by which the customer can stay in the status of "Waiting for Cancellation," and make an effort to make the reservation possible (hereinafter referred to as the "Waiting Registration"). In such case, we will receive the "Application Form" and the same amount as application fee as the "Deposit." If the reservation is completed, we will promptly notify that. At that time, the contract is executed, and the "Deposit" is treated as the "Application Fee." However, in cases where we receive a request for cancellation of the "Waiting Registration" from the customer prior to the notification of the completion of reservation, or if it is eventually unable to make a reservation by the time limit by which the customer can wait, we will refund the "Deposit" in full. In addition, the "Waiting Registration" does not guarantee that the completion of reservation.

## ■ Terms and Conditions of Subscription

- (1) Persons who are in poor health, persons who use wheelchairs and other equipment or persons who have physical or mental disabilities, persons who have food or animal allergies, persons who are pregnant, persons who may be pregnant, persons who bring assistance dogs for persons with physical disabilities (guide dogs, hearing dogs, and care dogs), or other persons who require special consideration, shall notify us that the special consideration is required for participation at the time of subscription. (Please notify us immediately if customers become into such state after the execution of the tour contract.) As we will inform the customer again, please notify us of the details of the measures required during the tour. We will support to the extent possible and reasonable. In doing so, we may ask the customer's state and required measures, or ask to notify us these in writing.
- (2) In order to ensure the safe and smooth implementation of the tour, we may make conditions such as the attendance of the aide/helper or accompanying person, the submission of a medical certificate by a doctor, and the alteration of a part of the course. In addition, if it is unable to arrange the measures required by the customer, the subscription for the tour contract may be rejected or cancelled. In addition, in principle, the expenses required for special measures taken by us on behalf of the customer based on the customer's request shall be borne by the customer.
- (3) A person under 18 years of age at the time of subscription, he/she must obtain a letter of consent from the person with parental authority. A person under 15 years of age is required to accompany by his/her guardian. (However, some courses are excluded.)
- (4) This tour is an Organized Tour planned, recruited and implemented by Kinki Nippon Tourist Co., Ltd., and participants shall execute an Organized Tour Contract with us. The contract shall be executed with our acceptance and receipt of the above application fee, and the execution date shall be the date when we receive the application fee.
- (5) Tour Terms and Conditions with customers who wish to execute the tour contract by Communication Contract
  - (i) We may execute the tour contract by telephone, postal mail, facsimile, or other means of communication with a credit card member (hereinafter referred to as "Member") of a credit card company to which we are affiliated (hereinafter referred to as "Affiliated Company") on the condition that we receive a portion of the tour price (application fee) and other payments without the Member's signature (hereinafter referred to as "Communication Contract"). However, there may be cases where we cannot accept the subscription because we do not have a member shop contract with an Affiliated Company that includes a special contract on handling without signatures or due to business reasons.
  - (ii) When subscribing for a Communication Contract, the Member shall notify us of the "name of the card," "member number," and "card expiration date," etc. in addition to the "name of the Organized Tour" and "date of departure," etc. to which the Member intends to subscribe.
  - (iii) The Communication Contract will be executed when we have sent out a notice to the effect that we accept the execution of the contract. Provided, however, that if the notice of the acceptance of the subscription to the contract is given by e-mail, fax, or telephone message, etc., the contract shall be executed when the said notice reaches at the Member.
  - (iv) "Date of use of the card" in the Communication Contract shall mean the date on which the Member and we are required to pay the tour price, etc. or execute refundable liability under the Organized Tour Contract, and the date on which the contract is executed in the case of the former, and the date on which the request for cancellation of the contract is made in the case of the latter.
- (6) We may reject a subscription if the customer falls under any of the following items (i) to (iv):
  - (i) In cases where we consider that it is likely to create a nuisance for other travelers or hinder smooth implementation of the tour as a group;
  - (ii) In cases where the customer is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;
  - (iii) In cases where the customer has made claims through forceful behavior or unjust claims to us or acted in a threatening manner or made threatening statements, or has conducted violent acts or behavior in connection with any transaction, or other acts or behavior equivalent to these; or
  - (iv) In cases where the customer committed acts which may damage our reputation or obstruct our business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these.
- (7) We may reject an subscription in cases where there is an inconvenience related to our business other than above.

## ■ Tour Price and Additional Tour Price

The tour price used as the standard for calculating the application fee, the cancellation fee, and the compensation for change shall be the price including the additional tour price. Additional price shall mean (i) additional charges for a single room, and (ii) accommodation charges for a stay in excess, etc.

## ■ Determinate Itinerary

A determinate itinerary specifying the certified flight number, hotel name for staying, etc. will be delivered by the day before the departure. Provided, however, that in cases where the subscription is made after seven days before the departure, the determinate itinerary may be delivered on the day of commencement of the tour. Even before the delivery date, we will explain the situation of arrangements if you contact us.

## ■ Change in the Content and Payment of the Tour Contract

- (1) We may change the contents of the contract in case where there arise causes beyond our control, such as act of God, acts of war, civil commotion, suspension of tour services by transportation and accommodation facilities, etc., orders from government and other public agencies, the need to use transportation services not based on our original transportation plan, and other causes. In addition, we may change the tour price in accordance with such change. We may change the tour price if there is a revision to the fare and charges of the transportation facilities being used that will be considerably beyond the price level normally assumed due to significant changes in economic conditions. In cases where we increase the tour price, we will inform to that effect before the 15th day counting retroactively from the day before the departure date of the tour.
- (2) If two or more customers subscribed together and one of them cancels the contract, and it causes another customer to stay in a single room, we will receive a cancellation fee from the customer who canceled the contract as well as an additional charge for single room from the customer who uses the single room.

## ■ Cases where Cancellation Fee is Required (Cancellation of the Contract by the Customer)

The customer may cancel the tour contract by paying the following cancellation fee.

|   |                       |
|---|-----------------------|
| The cancellation from the 20th day (10th day for one-day tour) to the 8th day counting retroactively from the day before the starting date of the tour. | 20% of the tour price |
| Cancellation from the 7th day to the 2nd day counting retroactively from the day before the starting date of the tour                                   | 30% of the tour price |
| Cancellation in day before the starting date of the tour  | 40% of the tour price |
| Cancellation in the starting date of the tour (before the start of the tour)  | 50% of the tour price |
| In cases where cancellation after the start of the tour or not participating without a contact  | Full tour price       |

- (i) In the case of cancellation due to reasons such as loans, etc. not attributable to us, the described Determinate Itinerary cancellation fees shall be required.
  - (ii) The tour price subject to cancellation fees is the total of the described tour price and additional price.
- ## ■ Cases where Cancellation Fee is NOT Required (Cancellation of the Contract by the Customer)
- No Cancellation fee shall be required in the following cases (some examples)
- (i) In cases where there has been a material change to the contents of the tour contract. Material changes shall mean the matters stipulated in items 1 to 9 of the "Guarantee of Itinerary";
  - (ii) In cases where the tour price is increased;
  - (iii) In cases where we do not deliver the Determinate Itinerary by the described date; or
  - (iv) In cases where it is unable to implement the original itinerary due to reasons attributable to us.
- ## ■ Cancellation of the Tour Contract by Our Company
- In the following cases, we may cancel the tour contract (some examples)
- (i) In cases where the number of customers participating in the tour does not reach the minimum number of participants for the tour as specified in the contract document. In this case, we will notify the customer of the cancellation of the tour prior to the 13th day (the 3rd day for one-day tour) counting retroactively from the day before the starting date of the trip;
  - (ii) In cases where the customer fails to pay the tour price by the due date;
  - (iii) In case of non-compliance with terms and conditions of subscription;
  - (iv) In cases where it is impossible to smoothly implement the tour due to illness, disruption to group activities etc.; or

(v) In cases where the customer is found to fall under any of items (6)(i) to (iv) of ■ Terms and Conditions of Subscription.

## ■ Responsibility of Our Company

We will compensate for damage caused to the customer by us or business agent. The amount of compensation limit with regard to baggage is 150,000 yen per person (except in cases where the damages were caused by us intentionally or by our gross negligence). In addition, in principle, we will not be responsible for the following cases; the customer has suffered damage due to causes beyond the control of us or our business agent, such as acts of God, acts of war, civil commotion, suspension of tour services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other such causes.

## ■ Special Indemnity

We will pay up to 15,000,000 yen as an indemnity for death, 20,000 to 200,000 yen as a solatium for hospitalization according to the number of days hospitalized, 10,000 to 50,000 yen as a solatium for hospital visits, and a compensation for belongings (the limit is 150,000 yen) (however, the compensation limit for one or a pair belonging is 100,000 yen), pursuant to the Rules of Special Indemnity of the General Conditions of Travel Agency Business, for certain damages that the customer in our tour has suffered to his/her life, body, or belongings due to a sudden and extraneous accident while participating in the tour. However, provided that any date specified in the itinerary upon which any travel service will not be provided arranged by us, the said date shall not be considered "while participating in the tour," as long as it is clearly described that compensation for the damage suffered by the customer on the said date shall not be paid,

## ■ Guarantee of Itinerary

In the case where an alteration is made to the itinerary listed in the table below we will pay an indemnity for the alteration in the amount calculated by multiplying the tour price, by the rate set forth in the table below under the provisions of the General Conditions of Travel Agency Business (Organized Tour Contract Part) according to the content of the alteration. Provided, however, that the amount of indemnity for the alteration to be paid for one tour contract shall be up to 15% of the tour price. In addition, if the amount of indemnity for the alteration for one tour contract is less than 1,000 yen, we will pay no indemnity for the alteration. The tour price used as the basis for the calculation of the indemnity for the alteration is the total of the described tour price and additional price.

| Alterations Requiring Payment of Indemnity   | Percentage per Case (%)        |                             |
|--|--------------------------------|-----------------------------|
|  | Prior to the start of the tour | After the start of the tour |
| 1. Alterations to the starting or final days of the tour described in the contract document  | 1.5                            | 3.0                         |
| 2. Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the tour   | 1.0                            | 2.0                         |
| 3. Alterations to the class or facilities of transportation facilities to those of lower rates than those described in the contract document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the contract document) | 1.0                            | 2.0                         |
| 4. Alterations to the class of the transportation facilities or in the names of companies as specified in the contract document  | 1.0                            | 2.0                         |
| 5. Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the contract document  | 1.0                            | 2.0                         |
| 6. Alterations/additions to connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly between Japan and outside of Japan as specified in the contract document  | 1.0                            | 2.0                         |
| 7. Alterations of the type or name of accommodation facilities as specified in the contract document (except cases where we set the class of accommodation facilities, and the class of accommodation facilities after the alteration exceeds the class of accommodation facilities specified in the contract document.)       | 1.0                            | 2.0                         |
| 8. Alterations to the conditions of guest rooms as specified in the contract document, such as the type of guest rooms, equipment, scenery, etc.   | 1.0                            | 2.0                         |
| 9. Alterations in any of the changes listed in the preceding items that were included in the tour title in the contract document   | 2.5                            | 5.0                         |

## ■ Responsibility of the Customer

In cases where we have suffered damages due to the willful misconduct or negligence of the customer, the customer will be required to compensate us for the damages. The customer will be required to try to understand the content of the Organized Tour Contract, such as the rights and obligations of the traveler, by utilizing the information provided by us. Should the customer realize that the tour service differs from that as stated in the contract document after the start of the tour, the customer will be required to report promptly to us, business agent or the provider of the tour service at the location that is being toured.

## ■ Change of the Customer

The customer can change his/her status with other person by paying prescribed fee if we accept it.

## ■ Report of Accidents, etc.

In the case of an accident or other incident during the tour, please immediately notify to the contact address to which you will be informed in the final itinerary. (If there are any circumstances that make it impossible to notify, please notify us as soon as such circumstances have ceased to exist.)

## ■ About Handling of Personal Information \*Please contact us if you live in the EU.

A. We and entrusted travel agency whom you subscribed to the tour (hereinafter referred to as the "Dealer") will use the personal information the customer submits when the customer subscribed to the tour for the purpose of communicating with the customer and arranging transportation and accommodation facilities, etc. and will also provide such facilities, etc. to the extent necessary for our obligations under the tour contract, procedures of insurance to secure expenses, etc. in case of an accident. In addition, for the convenience of customer's shopping at the destination, etc., we will provide personal information such as the customer's name and the flight on board, etc. to business operators such as duty-free stores by electronic means, etc. The customer shall agree to provide these personal information at the time of subscription.

B. In case of your injury or illness during your trip, we ask for personal information of the contact person during the trip. This personal information will be used when we determine that in the event of your injury or illness, we need to contact the contact person. You shall obtain the consent of the contact person to provide us with his/her personal information.

C. We will jointly use the personal information we possess with our group companies and the Dealer for promotional activities such as product development and product introduction and for contacting and responding to the customer. Personal information jointly used by our group companies and the Dealer is as follows:

Address, name, telephone number, age, date of birth, sex, product purchase history, e-mail address

D. In addition to the above, please see our store or website for information about our policies regarding the handling of personal information.

## ■ About General Conditions of the Subscription Type Organized Tour Contract

Any matters not stipulated in this terms and conditions shall be as stipulated in our General Conditions of Travel Agency Business (Subscription Type Organized Tour Contract Part). If you wish to have our General Conditions of Travel Agency Business, please ask us to do so. Our General Conditions of Travel Agency Business can also be found on our website <http://www.knt.co.jp>.

We will not re-implement the trip in any case. This document will be the Explanatory Document on the Terms and Conditions of Travel under Article 12-4 of the Travel Agency Act. If a tour contract is executed, it will be a part of the Contract Document under Article 12-5 of the Travel Agency Act.

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