

## **Agent-Organized Tour Terms and Conditions (Domestic Travel)**

### **1. Contract for Agent-Organized Tours**

- 1)This contract is for the participation of tour planned, organized, and operated by Kinki Nippon Tourist Co., Ltd. (hereinafter referred to as "Company").
- 2)Applicants shall conclude an Agent-Organized Tour Contract (hereinafter referred to as the Travel Contract) with the Company.

### **2. Application for Agent-Organized Tour and Completion of Contracts**

- 1)Applicants shall provide information on the Company application form as required by the Company and submit the form together with the necessary reservation deposit. Paid deposit shall be applied to the tour fare, cancellation charges, and/or penalties.
- 2)The Company may accept applications for travel contracts by telephone, mail, facsimile and other means of communication. In such cases, the applicant shall submit the application form and reservation deposit to the Company within 3 days counting from the day when acceptance of application is confirmed. If the applicant fails to supply the required application form and deposit within 3 days, the reservation shall be voided.
- 3)The order of conclusion of tour contract is based upon the order of when the application and tour fare deposit is received.
- 4)The tour fare deposit is a provision for the partial deposit of tour fare. In the event that a cancellation has occurred at discretion of applicant, the deposit will be considered a portion towards the cancellation fee, and in the event that the tour fare was not settled by the due date, the deposit will be considered a portion to the penalty charges.

### **3. Conditions of Tour Application**

- 1)Applicants aged under 15 years old shall be accompanied by a guardian. In the event that the applicant's age is between 15 and 21, he/she needs to submit a written consent form from his/her guardian.
- 2)The Company may refuse an application if any one of the applicant's age, qualifications, skills or other conditions do not conform to those designated for tours aimed at specific applicants categories or purposes.
- 3)Applicants who require special attention from the Company during the tour for reason of chronic disease, general ill-health, pregnancy or physically challenged, shall advise the Company of this when applying for the tour. The Company shall comply with such requests to the extent deemed feasible and reasonable. And if the Company takes a special arrangement in compliance with the applicant's request, the applicant shall be responsible for incurred expenses related with the request. The Company may require applicants to present a medical certificate. The Company may refuse an applicant's application if conditions at travel destinations and facilities are such that safe, smooth tour operation cannot be guaranteed, or require the applicant to be accompanied by an escort. In some cases, the Company shall change a part of the itinerary or recommend the applicant to join another tour with the minimum extra charge or refuse his/her participating the tour.
- 4)If the Company determines that the applicant needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, the Company shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the applicant.
- 5)Independent activities for reasons of the applicant's own choosing shall not be arranged by the Company during the tour. However, the Company may, depending on the tour course, arrange such activities under separate conditions.
- 6)The Company may refuse applicants participation if it determines that he or she threatens to embarrass, inconvenience or interfere with the collective activities of tour participants.
- 7)The Company may also refuse applicants participation for the tour for operational reasons.

### **4. Payment of Tour Fare**

The Tour Fare shall be paid no later than the 14th day prior to the preceding day of the departure date. When application is made on or after the 14th day prior to the preceding day of the day the tour starts, the tour fare shall be paid before departure by a date designated by the Company.

### **5. Included in the Tour Fare**

Expenses, indicated on the itinerary, for transportation, meals, admission fees described in the itinerary and taxes such as the consumption tax. \*The Company will not refund the above expenses if partial services are not used due to applicants own reasons

### **6. Not included in the Tour Fare**

The following is not included in Article 6 of the tour fare.

- 1) Laundry, telephone, additional meals and drinks, and any other expenses of personal nature.
- 2) Travel and accommodation costs between arrival/departure and the start and end points of the itinerary.
- 3) Medical expenses for injuries and illness.

### **7. Revision of Travel Service Content**

The Company may, after conclusion of the Travel Contract, revise its contents and services for any of the following reasons: natural calamity or disaster, weather conditions, civil unrest, suspension of services rendered by transport/accommodation facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond the Company's control. The Company reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, the Company must explain in a timely manner its inability to function according to the Travel Contract under the circumstances. However, said explanation may be made after revisions are made when conditions demand.

### **8. Change of Tour Fare**

- 1)The Company may revise its schedule of fees in accordance with increases or reductions of transport fares and/or charges for Agent-Organized Tour owing to unusual or unforeseen economic developments. In such cases, the Company shall notify the applicant no later than the 15th day prior to the preceding day of departure.
- 2)In the event travel costs decrease, the Company shall reduce the tour fare accordingly.
- 3)The Company may, when tour operational costs have risen owing to factors as stipulated in Clause 8, revise the tour fare accordingly, except when substitutions are required because of a shortage of such facilities, as transport seats, hotel rooms, etc.
- 4)If the Company specifies that tour fares are dependent on the number of participants and there is a change in the number of the participants due to reasons beyond the Company's control, the Company shall change the tour fare within the allowable range specified in the tour contract.

### **9. Change of Tour Participants**

An applicant who has entered into a Travel Contract may, with the Company's consent, transfer the status in the contract to a third party. In this case, the applicants shall enter the required information in the form provided by the Company and submit it together with the specified handling fee.

### **10. Cancellation of Travel Contract and Refund by the Applicant (Before Departure)**

- 1)The applicant is at all times entitled to cancel the Travel Contract but must pay the Company a cancellation charge as stipulated in Article 15 below. The Company shall accept the cancellation requests during the office hours of the office where the applicant originally requested the tour.
  - a)In any of the following cases, the applicant may cancel the Travel Contract without paying a cancellation charge.
    - i)When the contents of the Travel Contract have been substantially revised. However, changes shall be limited to the cases listed in the left side of the table in Article 21 and other important circumstances.
    - ii)When the tour fare is increased in accordance with Article 9-1.
  - d)In cases where natural calamity or disaster, weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other causes make safe, smooth tour operation impossible, or when there is a valid reason to believe the tour cannot continue.
  - e)When tour operation becomes impossible owing to factors for which the Company is liable.
- 2)The Company shall refund the remaining amount of the received tour fare (deposit) after deducting cancellation charges. If the tour deposit is not enough to cover the cancellation charge, the Company shall charge the difference separately. When the tour contract is cancelled due to the reasons specified in Clause 4, the Company shall make the full refund of the received tour fare (deposit).
- 3)If the applicant changes the departure day or any transportation, accommodations, tours, tour participants for his or her convenience, the Company shall consider it the cancellation of the entire tour and the specified cancellation charges will be levied.

### **11. Cancellation of Travel Contract and Refund by Applicant (After Departure)**

- 1)When the applicant leaves the tour group for personal reasons, the Company will consider it a forfeiture of contracted rights and claims to any refund.
- 2)If certain services cannot be provided as promised in the Travel Contract for reasons beyond applicant responsibility, relevant portions of the contract may be canceled, with the appropriate refund deducted from the total tour fare.

### **12. Cancellation of Travel Contracts and Tour Operation by the Company (Before Departure)**

- 1)If the applicant has not paid the tour fare by the prescribed date, the Company may cancel the Travel Contract. In such cases, the applicants shall pay the Company the applicable cancellation charge.
- 2)In any of the following cases, the Company may cancel the Travel Contract.
  - a)When it becomes evident that the applicant does not satisfy the gender, age, qualification, skill or other requirements specified by the Company for participation in the tour.
  - b)When the applicant is recognized as unfit to join the tour owing to illness or for other reasons.
  - c)When there is evidence that the applicant threatens to cause other participants embarrassment or inconvenience, or might otherwise interfere with the smooth performance of the collective activities of the tour.
  - d)When the applicant has demands that are beyond the reasonable scope of the details in the contract.
  - e)When the minimum number of participants as stipulated by the Company in the Travel Contract has not been met. In such cases, the Company shall notify the applicant of tour cancellation no later than 13th day (3rd day for a one-day tour) prior to the preceding day of departure.

ð)When the necessary conditions as clearly stated at the conclusion of the Travel Contract cannot materialize, such as insufficient snowfall for ski tours, or when there is valid reason to believe that the required conditions cannot be met.

g)In the event of a natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., governmental orders, or other circumstances beyond the Company's control, and when safe, and smooth tour operation according to the itinerary specified in the Travel Contract has become impossible, or there is a valid reason to believe that the tour cannot continue.

### 13. Cancellation of Travel Contracts and Tour Operation by the Company(After Departure)

1)The Company may cancel the Travel Contract for tours after the departure date in the following cases:

a)When the applicant is unable to continue the tour owing to illness or other factors.

b)When the applicant seem to disturb the order of collective activities of tour participants by negligence of instruction from tour conductor or violent deeds or menace towards these people or those accompanying them, which otherwise Jeopardizes safety, smooth tour operation.

c)When the tour cannot continue owing to natural disaster, weather conditions, civil unrest, labor disputes, suspension of services by transportation or accommodation facilities, governmental orders, or other causes beyond the Company's control.

2)Cancellations and Refunds

If the Company cancels the Travel Contract in accordance with the Clause 1 hereinabove, travel services rendered to the applicant shall be deemed as having been completed, and a refund from the tour fare shall be paid for services not yet rendered. In cases where travel services are not rendered owing to tour cessation, or services for which the Company has paid, (or will pay) expenses, cancellation charge, penalty, or etc., the Company will refund only the balance thereof.

3)When the Company cancels the Travel Contract for tours in accordance with the Clause 1)-a) and c) hereinabove, the Company shall, at the applicant's expense, make necessary arrangements as requested for return to point of departure

4)If the applicant fails to arrive at meeting place on time, the Company may cancel the Travel Contract. In such case, the Company will consider it a forfeiture of contracted rights and claims to any refund.

### 14. Cancellation Rates

1)If an applicant cancels the Travel Contract for personal reasons, the following cancellation rates will apply to the tour fare. Applicants remaining in the tour will incur the balance of additional per room costs associated with the change in number of participants. The following applies to cancellations of the tour spaces:

Time of Cancellation Cancellation rate

(1) If notice of cancellation is received by the Company 10 days to 8 days prior to the day preceding the date of starting day of tour. 20% of the tour fare

(2) If notice of cancellation is received by the Company 7 days to 2 DAYs prior to the day preceding the date of starting day of tour. 30% of the tour fare

(3) If notice of cancellation is received by the Company 1 day prior to the day preceding the date of starting day of tour. 40% of the tour fare

(4) If notice of cancellation is received by the Company prior to the day preceding the date of starting day of tour. 50% of the tour fare

(5) If notice of cancellation is received by the Company after day of departure, or In case of failure to show without notice 100% of the tour fare

2)In case of cancellation in booking via travel loan beyond the Company's control, the above cancellation charges will be applied.

3)If the applicant fails to pay the tour fare by the designated date, the Company will assume the applicant has canceled as of the following day, and the cancellation charges specified above will apply.

4)Timing of notice of cancellation is based on Japan local time.

### 15. Liability of the Company and Exemptions

1)In performing its obligations under the terms of its Tour Contract, should the Company cause damage to the applicant through willful negligence or fault, the Company shall be liable for such damages. However, this only applies if the damage report is made within 2 years reckoned from the day following the occurrence of the damage.

2)The Company shall not be liable for damages incurred by applicants as stipulated in Clause 1 hereinabove if any of the following reasons apply:

a)Natural disaster, war, civil unrest, and alteration or cancellation of tour itinerary due to such causes.

b)Accidents during transportation or accommodations, damage by fire.

c)Cessation of services related to transportation or accommodation facilities, and tour itinerary alteration or cancellation owing to such causes.

d)Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and tour itinerary alteration or cancellation owing to such causes.

e)Accidents occurring during the applicant's free activities.

ð)Food poisoning, theft.

g)Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and/or shortened stays at destinations owing to such causes.

2)The Company shall compensate for damage to baggage as stated above, provided that said damage is reported within 14 days counting from the day after the occurrence, up to a maximum of 150,000 yen per person. Not applicable when damage is caused intentionally by the Company or through serious negligence.

### 16. Liability of applicant

1)The Company shall require the applicant to indemnify the Company for losses sustained owing to a applicant's willful negligence, fault, conduct against public order and good manners, or breach of provisions in the Company's Organized Tour Contract.

2)The applicant is required to make every effort to utilize information acquired from the Company and to understand the details of his/her rights/responsibilities as well as the details of tour conditions.

3)After the start of the tour, if a applicant should find that the tour service provided is different from that specified in the tour contract, the applicant is required to report the discrepancy to the Company or Arrangement Agents for the Company or Tour Service Providers immediately.

### 17. Special Indemnifications

In accordance with the Company's Organized Tour Contract, the Company shall pay compensation, or provide condolence money to the applicant in the event of death or significant bodily harm and/or pay compensation money for damage to baggage, which is either coincidental with or due to extenuating circumstances encountered during the Organized Tour, regardless of the Company's responsibility as stipulated in Article 19-1. Regardless of whether or not the Company's responsibilities set forth in Article 19 (1) should arise, pursuant to the Company's Provisions on Special Compensation, for certain damages to life or body which may arise from unexpected or sudden external events during the customer's participation in an agent-organized tour, the Company will pay compensation for death in the amount of fifteen million yen (JPY 15,000,000); for residual disabilities, in an amount of no more than fifteen million yen (JPY 15,000,000); for condolence money for hospitalization, in an amount of no less than twenty thousand yen (JPY 20,000) and no more than two-hundred thousand yen (JPY 200,000); and for condolence money for hospital commutes, in an amount of no less than ten thousand yen (JPY 10,000) and no more than fifty thousand yen (JPY 50,000.) In case of damages incurred to personal effects and baggage, for each item or each set of items the Company will pay compensation of no more than one-hundred thousand yen (JPY 100,000), and for each agent-organized tour, no more than one-hundred fifty thousand yen (JPY 150,000) per customer.

### 18. Itinerary Booking Guarantee

1)Should major changes occur in Travel Contract contents as stated in the left-hand column of the following table (except for changes mentioned in the A through C) below, the Company shall calculate the change compensation money by multiplying tour fares by the rate indicated in the right-hand column of the table, and make refund to the applicant within 30 days counting from the day when the tour ends. However, if it is evident that liability as set forth in Article 18-1 occurs owing to said changes, the Company shall pay the amount not as compensation for changes but as either a portion or total amount of indemnification for damages.

CHANGES FOR WHICH THE COMPANY SHALL PAY COMPENSATION Amount of compensation for changes – Tour fare times the following percentage per incident

If the applicant is notified by the day prior to start of tour If the applicant is notified after start of tour

(1) Change in tour departure or termination date specified in tour brochures: 1.50% 3.00%

(2) Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in tour brochures 1.00% 2.00%

(3) Changes in grade or equipment of transport facilities as stated in tour brochures to those of lower cost (only when the total price after change becomes less than stated in the Tour Contract.): 1.00% 2.00%

(4) Changes in transport vehicles or of the company operating them as stated in Tour brochures 1.00% 2.00%

(5) Change of domestic airports for departure or arrival of the tour stated in the tour brochures or the final itinerary. 1.00% 2.00%

(6) Change of the international flights stated in the tour brochures or the final itinerary from direct to connecting or via flight. 1.00% 2.00%

(7) Change in accommodation facilities or the name of the company operating them as stated in tour brochures: 1.00% 2.00%

(8) Change in type of rooms at hotels, etc., their facilities, or view as stated in tour brochures 1.00% 2.00%

(9) Regarding changes in items (1) through (8), above as relating to the tour title in brochures, these rates shall apply instead of those for the above items 2.50% 5.00%

### 19. Standards on Tour Conditions and Tour Fare

1)Pertaining to the standardized date on the tour conditions and tour fare, the day indicated on tour brochures and/or websites shall be applied.

2)Applicants 12 years of age or older shall be charged adult fare, and those 6 to 11 shall be charged child fare (Those tours which utilize aircraft shall be 3 years or more). Any applicants under 12 years shall be charged child fare unless otherwise noted.

3)Tour fare is indicated per each course. Please check with the departing date and the number of members.

### 20. Others

1)The applicant shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by the Company or its local tour operators.

2)Other matters are subject to the Company's Travel Contracts, including related tour documents presented separately.

3)These terms and conditions are subject to change to our Travel Contract and governed and construed by the laws of Japan.

4)Under no circumstances shall the Company re-conduct a tour.