

# MEITETSU WORLD TRAVEL, INC.

## Tour Conditions (Subscription Type Organized Tour Contract within Japan)

These Terms are extracted from the Terms and Conditions stipulated in Section 12, Subsection 4 of the Japan Travel Agency Law and the Contract Document stipulated in Section 12, Subsection 5 of the Law.

### 1. Subscription Type Organized Tour Contract

- (1) In this document “travel” refers to travels packaged and organized by Meitetsu World Travel Inc. located in Meiekininami 2-14-19, Nakamura-ku, Nagoya city, Aichi prefecture with the Japan Tourism Agency registration number 55 and referred to hereafter as “the Company”. The customers who join any travel shall sign a subscription type organized tour contract (thereafter referred to as “Travel Agreement”) with the Company.
- (2) “Domestic travel” refers exclusively to any travel organized within Japan.
- (3) Contents and conditions of the Travel Agreement are based on this condition letter and other brochures etc., a determinate document (final schedule plan) to be handed before departure and department of travel agreement recruitment type planning travel contract of our company travel agency.
- (4) The Company shall see that the customers are provided with the transport, accommodation and any other services related to the travel by the respective service providing organizations following the travel schedule as established by the Company and shall take up the management thereof. The company does not provide any travel service itself.

### 2. Travel application and contract conclusion period

- (1) All travel application shall be submitted together with a deposit as stipulated in (5) using a given application form to be found at the Company or at any travel agency bureau licensed according to the procedure of the Japan Travel Agency Law. (Referred to as “the Companies” hereafter)
- (2) The Companies may also accept travel contract bookings via other means of communication, such as telephone, mail and facsimile. In such cases, no contract can be concluded at the booking time. Once the booking is approved by the Companies, the travel application shall be completed anytime from the day following the approval until 3 days later according to (1). However, other terms and conditions apply during certain time frames or for specific programs as stipulated on the respective brochure, among others.
- (3) The Travel Agreement between the Companies and the customer is regarded as concluded after the booking approval from the Companies and the safe reception of the application deposit.
- (4) The Companies will cancel any booking for which the customer could not provide with the deposit payment within the period defined in (2).
- (5) Hereafter are the deposit amount per person at the time of application. The deposit may be a part of or the full amount of the “tour price”, the “cancellation fee” or the “penalty charges”.

| Price levels                       | Deposit (amount per person)             |
|------------------------------------|---|
| Tour Price: JPY60,000 or more      | From JPY20,000 to the total tour prices |
| Tour Price: JPY30,000 to JPY60,000 | From JPY10,000 to the total tour prices |
| Tour Price: JPY30,000 or less      | From JPY5,000 to the total tour prices  |

Please consider the amounts on this chart as the full tour price amounts.

Please refer to the brochure of any time-limited or special course campaign for specific information about those special campaigns.

- (6) “Waiting” special agreements  
If the subscription type organized tour for which a customer has sent the Company an application is at the time of application unavailable for reasons such as a fully-booked package so much so the Company cannot sign a Travel Agreement, and if the customer wishes it, the Company can agree on signing a special agreement (thereafter referred to as “Waiting status”), following the above conditions, which enables the Company to sign a Travel Agreement as soon as possible:
  - a. If a customer wishes to apply for the Waiting status, the customer shall send the Company the application form and application fee after the Company has confirmed the period the customer will have to wait for its reply (thereafter referred to as “Waiting period”). At this point, no Travel Agreement is signed between the Company and the

customer and this Waiting status does not constitute any guarantee a Travel Agreement can be signed between the parties.

- b. The Company will keep the application fee in (a.) as a deposit. As soon as a Travel Agreement can be signed between both parties, the Company shall allocate the deposit to the travel application fee when the Company announced to the customer it agrees to conduct a Travel Agreement with the customer.
  - c. The Travel Agreement is regarded as concluded from the moment when the Company announces to the customer it agrees on the Agreement as stipulated in (b.). (However, if this announcement is proceeded electronically, the contract is regarded as concluded from the moment when the customer receives the announcement.)
  - d. If the Company cannot conclude a Travel Agreement within the Waiting period, it shall reimburse the full amount of the deposit to the customer.
  - e. If the customer announces to the Company his/her will to terminate the Waiting status during the Waiting period before the Company announced it agreed on a Travel Agreement, the Company shall reimburse the full amount of the deposit to the customer. In this instance, the Company shall not require any cancellation fee even if the cancellation request from the customer is sent within the period when cancellation fees are applicable.
- (7) If the Companies are not able to get in contact with the customer before the end of the Waiting period as stipulated in (6), the Company may cancel the corresponding booking, even if a booking could have been made. In such cases, the Company shall reimburse the full amount of the deposit to the customer.
- (8) When a person representing a group of customers applies to the Companies' services, the Companies shall regard him as having all the rights regarding the conclusion and cancellation of the Travel Agreement. Such representative shall communicate to the Companies a list of all participants within the group of customers he/she represents by the day determined by the Companies. The Companies are in no way responsible for any current or foreseeable obligation the representative has towards the participants in the list. In addition, in the event the representative does not join the travel with the group he/she represents, the Companies will consider all participants in the group previously communicated as bearing responsibility after the start of the travel.

### **3. Conditions for application**

- (1) Minors at the time of application shall also submit as a rule a letter of consent from their parents or legal guardian.
- (2) The Company may ask minors of less than 15 years of age at the time of departure to be accompanied by a parent or legal guardian.
- (3) The Company reserves itself the right to refuse any application according to its rules regarding customers who do not fulfill the age, skills or knowledge requirements to participate to specific travels targeting a specific type of customers.
- (4) Customers who need special attention shall specifically mention it in the application. This applies to customers with health issues, customers who require the assistance of specific tool such as a wheelchair or who are physically disabled, customers who have a food or animal allergy, expecting mothers or customers may be pregnant, customers requiring a service dog (dog for the optically challenged, hearing assistance dog, partner dog) (the customer shall also mention if one of the above became applicable after the travel contract is concluded).
- (5) In the event the Company receives any application as described in (4), the company will do its best to a feasible and reasonable extent. The Company may thus ask the customer questions about his/her state and the equipment he/she needs and ask the customer to mention these in writing.
- (6) In order to ensure safe and smooth travels, the Company put extra condition on the customers such as: asking a caregiver or a companion to accompany the customer; it may also require submitting a medical certificate, or it may modify a part of the travel program. Also, in the event the Company cannot prepare the necessary equipment for the customer, it may refuse the Travel Agreement application or cancel the Agreement. In addition, any costs incurred by the any necessary special equipment shall be borne by the customer.
- (7) If during the travel the customer gets ill or is injured and the Company decides the customer needs to get medical advice from a physician or needs to get medical treatment, the Company may take necessary measures. All costs related to taking those measures shall be borne by the customer.
- (8) As a rule, no customer can plan their own schedule during the travel. However, if conditions are fulfilled, and depending on the program taken, this may be possible.

- (9) For certain reasons, if the customer wishes to separate ways, the customer shall inform the Company if he/she intends to rejoin the program, and, if yes, he/she shall inform the company the day and time he/she will do so.
- (10) The Company reserves itself the right to refuse the application of any customer who disturbs the well-being of other customers or the well-going of group activities.
- (11) The Company reserves itself the right to refuse the application of any customer once it has been confirmed that the customer is linked to any gang member, or is himself/herself part of such a gang member or any other antisocial forces.
- (12) The Company reserves itself the right to refuse the application of any customer who executes any act of physical or verbally intimidating violence in regards to violent or unreasonable claims against the Companies.
- (13) The Company reserves itself the right to refuse the application of any customer who obstructs the performance of duties of the Companies or damages the reputation thereof by spreading rumors or by using of fraudulent means or force.
- (14) Also, the Company reserves itself the right to refuse applications depending on operation-related circumstances.

#### **4. Issuance of Agreement Documents and Determinate Document (final schedule plan)**

- (1) Once the Travel Agreement is concluded, the Companies shall deliver to the customer a.s.a.p. the documents where the travel schedule, the travel services, the travel conditions and the company's duty are mentioned (thereafter referred to as "the Agreement Documents"). Also, this terms and conditions document, brochures, the receipt of the travel expenses and the determinate document (final schedule plan) are all part of the travel documents.
- (2) The determinate document shall be delivered at latest on the day prior to the departure day. This document contains the travel schedule, the flight number, the train car number, the hotel name, the meet-up time and place. However, if the customer sent the application after the 7th day prior to the departure date, the determinate documents shall be delivered by the departure day. If the customer contacts the Company prior to the delivery for information, the Company shall give all necessary explanation.
- (3) The determinate document (final schedule plan) clearly specifies the scope of the Company duties regarding the journey management.

#### **5. Tour price**

- (1) The tour prices are the sum of the fees mentioned in the brochures, etc. and additional fees (A), and from which discounts (B) are subtracted. The application fee, cancellation fee, breach of contract penalty charge and the amendment subsidies are calculated based on the tour prices.
- (2) "Additional fees" and "discounts" are defined as below:
  - (A) Additional fees
    - a. Any additional fee resulting from a room change requested by the customer from a shared bedroom to a single bedroom.
    - b. Any additional fee resulting in a hotel change or a room upgrade.
    - c. Any additional fee resulting in a train class upgrade in a "green car", a class upgrade in an aircraft.
    - d. Any additional fee resulting in a program change, such as including a breakfast in a program where breakfast is not originally included, or adding a tour guide where none was originally included in the program the customer chose.
    - e. Any addition fee to be paid for extending a stay.
    - f. Any additional fee mentioned in brochures etc. under "Program XYZ" or "Additional fee XYZ"
  - (B) Discounts
    - a. Reduced price applicable in the event 3 or more persons stay in the same hotel room, known as the "triple discount"
    - b. Reduced price applicable to children, such as the "children discount" and customers who meet other age-related conditions.
    - c. Any other reduced price mentioned in any brochure under the name "XYZ discount".

#### **6. Payment of the tour prices**

The tour prices shall be fully paid before the 21st day prior to the departure day. In the event the customer applied after the 21st day preceding the day before the departure day, the

payment shall be settled before the deadline set by the Company. However, for special programs or time limited campaigns, please refer to the instructions on the corresponding brochure.

## **7. Information included in brochures regarding the tour prices**

- (1) The following items are mentioned in the travel schedule. (Here the item "at the customer's cost" is omitted)
  - (A) Air, sea, rail travel costs (travelling class may vary depending on the selected program).
  - (B) Sightseeing cost, such as bus costs, tour guide costs, entrance fees.
  - (C) Accommodation fees, tax and service fees.
  - (D) Food cost, tax and service fees.
  - (E) Tips during group activities.
  - (F) Tour escort's fee (if the program includes an activity with a tour escort).
  - (G) Other items mentioned on the brochure.
- (2) As a rule, no fees mentioned in (1) shall not be reimbursed to the customer even if the customer chose not to use all services included in the program.

## **8. Information not included in brochures regarding the tour prices**

These items are not included above in 7. Here are a few examples:

- (A) Transportation or accommodation fees from the customer's home to the meet- up place or from the break-up place to home.
- (B) Excess baggage charge (luggage weight, capacity or number)
- (C) Laundry fees, telephone charge, tips to hotel boys or maids, fees for extra food, fees used for any personal use, as well as taxes and service fees thereof.
- (D) Medical fees in the event of injuries or illness.
- (E) Fees for optional tours to which only interested customer participate once arrived at destination. These are mentioned as "optional tour".
- (F) Any additional fee mentioned in brochures etc. under "Program XYZ" or "Additional fee XYZ".
- (G) Any fee resulting from using facilities at the airport (except those mentioned in the brochure).

## **9. Amendments to the Travel Agreement**

The Company may have to explain to the customer it will have to amend the Travel Agreement and/or the travel services due to circumstances including, but not limited to acts of war (whether war is declared or not), the threat of war, riots, civil disturbances, natural disasters, fire in order to assure the safety and smooth progress of the travel. However, the Company may make the announcement to the customer after the amendment has been implemented when otherwise unavoidable.

## **10. Amendments to the tour prices**

The Company shall never amend the original tour prices agreed upon in the Travel Agreement except in the following cases:

- (A) If the transportation fare/prices of the transportation facilities are substantially revised compared to its usual pricing due to economic conditions, the Company shall amend the tour prices according to that pricing difference. If such a price amendment occurs, the Company shall inform the customer thereof at least 15 days before the day preceding the departure day.
- (B) If the transportation fare was reduced for the reasons in (A), the Company shall reduce the tour prices accordingly following the rules in (A).
- (C) The tour prices shall be reduced in the event the travels content have been amended and the costs needed to cover the travels dropped.
- (D) If the travel content has been amended due to any reasons mentioned in 9. and the costs needed to cover the travels either increased or dropped, the Company shall increase or reduce the tour prices accordingly, except in the event the transportation Company or the accommodation provider are over booked (no seat or room available) even though the services are being provided.
- (E) The Companies shall modify the tour prices depending on the destination mentioned on the brochure, in the event the Company mentions on the Travel Agreement that the tour fee differs depending on the number of people using the services of the transportation and accommodation companies, etc., if the number of persons using the services changes regardless of the reason attributable to the Company after the conclusion of the Travel Agreement.

## 11. Change of customer

- (1) Customers may appoint another person as the recipient of the Travel Agreement provided that the customer received the authorization from the Company. In such a case, the appointed person shall fill out a specific form provided by the Company and pay an administrative fee of JPY10,000 per person to the Company.
- (2) The change of customer shall be effective once the Company has authorized the change and the administrative fee has been duly received by the Company. The appointed person in (1) must agree to all rights and duties that go with becoming the recipient of the Travel Agreement.

## 12. Customer's Rights to Cancel the Contract (before the start of the tour)

- (1) A traveler may, at any time, cancel the Subscription Type Organized Tour Contract by paying to us the cancellation fee specified in Schedule I. In cases where the said customer wishes to cancel the Communication Contract, we will accept payment of the cancellation fee by using the card of the Affiliated Company without obtaining the said traveler's signature on the designated voucher.

However, the Companies shall accept such cancellation request only within their respective business days/hours. The customer shall therefore pay attention to check those business hours at the time of the travel application.

(A) Travel programs not included in (B)

| Classification   | Cancellation fee (per person) |
|--|-------------------------------|
| (1) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (5)). | Up to 20% of the Tour Price   |
| (2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).   | Up to 30% of the Tour Price   |
| (3) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.   | Up to 40% of the Tour Price   |
| (4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).   | Up to 50% of the Tour Price   |
| (5) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).  | Up to 100% of the Tour Price  |

(B) Program that involve reserved ships

Please refer to the cancellation rates regarding the corresponding ship (see the brochure).

- (2) Notwithstanding the provision of the preceding paragraph, the traveler may cancel, in any of the following cases, the Subscription Type Organized Tour without paying the cancellation fee before the start of the Tour.
  - (A) In cases where the Contract Content has been changed by us, but limited only to such cases where the changes listed in paragraph 23 and other important changes;
  - (B) In cases where the Tour Price is increased under the provision of paragraph 10(A);
  - (C) In cases where there arise such causes 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 causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;
  - (D) In cases where we fail to deliver the Determinate Document to the customer on or before the date specified in paragraph 4(2); (until the day before the departure day, therefore until the departure day. In the event the customer applied after the 7th day preceding the day before the departure day)
  - (E) In cases where the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document as a result of causes attributable to us.
- (3) If a Travel Agreement is cancelled following the items in (1), the Company shall reimburse the tour prices (or application fee) already received minus the applicable cancellation rate. Also, if a Travel Agreement is cancelled following the items in (2), the Company shall reimburse the full amount of the tour prices (or application fee) already received.
- (4) If there is a program or departure day modification due to the customer's

circumstances, the cancellation fees mentioned in (1) are applicable for the cancellation of the originally scheduled travels.

### **13. Customer's Rights to Cancel the Contract (after the start of the tour)**

- (1) If there is a Travel Agreement cancellation or a temporary withdrawal due to the customer's circumstances after the departure, the customer loses his/her cancellation right and there shall thus be no reimbursement.
- (2) In the event a travel service originally planned in the travel schedule cannot be provided due to a reason not attributable to the customer's responsibility, the customer may partially cancel the travel contract for the specific provisions regarding the travel service which cannot be provided.  
In this case, the Company will pay the cancellation fee, penalty fee or other expenses to be paid to transportation / accommodation entities etc. to which the Company provides such services, from expenses relating to the travel service which became impossible out of the travel fee. We refund it after deducting.

### **14. Our right to Cancel the Contract (before the start of the tour)**

- (1) If the customer does not pay the travel fee by the deadline specified in paragraph 6, the Company shall deem that the customer is not willing to take part in the trip and shall cancel the Travel Agreement the day after the due date. In this case the customer shall pay a penalty fee equal to the cancellation fee specified in paragraph 12.
- (2) In the following cases, the Company may cancel the Travel Agreement prior to the start of the tour by explaining the cancellation reason to the customer.
  - (A) When it turns out that the customer does not satisfy the gender, age, qualifications, skills or other conditions for joining the travels previously specified by the Company in advance.
  - (B) When the Company acknowledges that the customer cannot sustain him/herself during the travel due to an absence of a caretaker required for his/her illness or for any other reason.
  - (C) When the Company acknowledges that the customer may trigger any inconvenience towards other customers or impede the smooth proceeding of the group tour.
  - (D) When the Company acknowledges there is an unreasonable level of burden on the contract contents.
  - (E) When the customer turns out to be part of an organized crime group, a gang member, a violent group member, or any other antisocial forces.
  - (F) When the number of customers does not reach the minimum number of persons stated in the brochure etc. In this case, the Company shall inform the customer of the travels cancellation by the 13th day (3rd day in the case of a day trip) preceding the day before the departure date.
  - (G) When travel prerequisites that the Company has specified in advance are not met as for instance a lack of snowfall for a ski trip, or when the possibility the prerequisites will not be met is extremely high.
  - (H) When it is impossible or when it is extremely likely to be impossible to assure a safe and smooth travel schedule as stated in the Agreement Document due to natural disasters, acts of war, civil commotion, discontinuation of travel services from transportation and accommodation companies, orders of the Authorities or other events not involving the Company.
- (3) When the Company cancels the Travel Agreement for reasons mentioned in (1), the Company shall refund the travel expenses or application fee already paid by the customer deducted from the penalty fee. When canceling the travel contract for reasons mentioned in (2), the Company shall refund the full amount of the tour prices or application fee already paid by the customer.

### **15. Our right to Cancel the Contract (after the start of the tour)**

- (1) In the following cases, the Company may cancel some agreements in the Travel Agreement even after the start of the tour.
  - (A) When the customer cannot bear the continuation of the trip due to some illness or the absence of necessary carer or due to any other reason.
  - (B) When the actions of any tour guide or other accompanying staff hinder the safe and smooth implementation of the travels, such as a violation of the Company's instructions, violence or intimidation against customers or other persons related to the travel.
  - (C) When the customer turns out to be part of an organized crime group, a gang member, a violent person, or other antisocial forces.
  - (D) In the event it is impossible to continue the travels due to cancellations of travel services

not involving the Company's will such as natural disasters, acts of war, civil commotion, transportation and accommodation companies' services cancellations, orders of the Authorities or any other reasons not involving the Company's will.

(2) Cancellation effect and reimbursement

(A) Even if the cancellation of the Travel Agreement occurs following (1), the Company shall regard as duly provided any travel service already provided to the customer at the time of cancellation of the contract. In this case, the contractual relationship between the customer and the Company will lose its effect only prospectively.

(B) The Company will reimburse expenses for travel services not yet provided to the customer after deducting the cancellation fee, penalty fee or any other nominal fee that needs to be paid to the transportation / accommodation companies.

## **16. Refund of Tour Price**

- (1) According to the provisions of paragraphs 10, 12, 13 (2), 14 and 15, in the event money shall be reimbursed to the customer, the Company shall reimburse the corresponding amount within 7 days following the next day of the cancellation day in the when the cancellation occurs prior to the departure. The Company shall reimburse the corresponding amount within 30 days following the next day of the last tour date mentioned on the travels contract in the event of a price reduction or a cancellation after the start of the tour.
- (2) The provision of (1) does not preclude the customer or the Company from exercising the right to claim indemnities pursuant to the provisions of paragraphs 20 and 24.

## **17. Return arrangement after Agreement cancellation**

In accordance with the provisions of paragraph 15 (1) (A) or (D), when the Travel Agreement has been cancelled after departure, the Company makes sure all needed services are provided to the customer in order for the customer to go back to the departing or break-up place, upon the customer's request. All expenses required for this shall be at the customer's cost.

## **18. Administration of Itinerary and tour escorts**

- (1) The Company shall provide the following services to guarantee a safe and smooth experience to the customer. However, this does not apply to cases where the customer and the Company have made different special agreements.
  - (A) The Company will see that necessary measures are taken according to the provisions in the Travel Agreement when there may be a possibility that the customer is not able to receive any travel service in the midst of the travel.
  - (B) The Company shall provide with alternative services in the event that despite taking the measures in (A) the content of the Travel Agreement had to be amended. In such event, the new travel schedule after amendment shall fit the same purpose as the original schedule, or if the content of the travel services has to be changed, the new services to be provided shall be similar to the originally planned services before amendment. The Company shall thereby make all possible efforts to minimize changes in the Agreement's original content.
- (2) Under the Travel Agreement, the Company is responsible for the management of the travel itinerary from the place of departure (meet-up place) until the relevant final break-up place mentioned in the brochure. The Company will act upon any request from the customer to help out and manage the transportation, such as aircraft or trains, from their home to the meet-up place and vice versa, as well as any needed accommodation, but this is not included in the Subscription Type Organized Tour Contract and thus will constitute a separate agreement between the Company and the customer.
- (3) The services mentioned in (1) shall be provided by a tour guide in any tour guide accompanied travel program, or by a staff on-site or a person on-site appointed by the Company (thereafter referred to as "local agent") in any unaccompanied travel program.
- (4) In the event of an unaccompanied travel program, the contact address of the Company (including staff on-site or local agents etc.) on-site will be clearly mentioned on the determinate document (final schedule plan).
- (5) Brochures will mention the presence or absence of tour escorts.
- (6) The working hours of tour escorts are 8 a.m. until 8 p.m.
- (7) The Company may take any necessary measure the Company recognizes the customer requires protection due to illness, injury, etc. during the travels. In such event, if the reason for illness, injury, etc. is not attributable to the Company, the customer will be responsible for the costs required for implementing such measures; the customer shall pay the costs to the Company by the deadline set by the Company and the payment method decided by the Company.

## 19. Instructions by Our Company

From the beginning to the end of the travel, the customer shall act as part of the group, and shall follow the instruction of the Company (including tour escorts, on-site staff members and local agents) except during the allocated free time in the schedule in order to guarantee a safe and smooth travel. If the customer troubles the order of the group and thus hinders the safe and smooth implementation of the travel, the Companies may cancel the Travel Agreement even in the midst of the travel.

## 20. Responsibility of Our Company

- (1) In the event the customer suffers any damage or loss due to any negligence or incident from the Company or our business agent damages, Our Company shall provide compensation to the customer accordingly. This shall only be valid if the customer notices the Company within 2 years from the day following the damage or loss. As for damage caused to hand luggage, the Company shall provide compensation (provided the Company does not suffer from any damage or serious negligence) if the customer notices to the Company within 14 days from the day following the damage with a maximum limit of JPY150,000 per customer.
- (2) The Company or business agent cannot be held responsible as mentioned in (1) for any damage to the customer not involving the Company or the business agent as in the following cases, except in cases in which there is evidence of liability of the Company or the business agent.
  - (A) Natural disaster, acts of war, civil commotion or any change to the tour schedule caused by one of these or any tour interruption.
  - (B) Any interruption of travel services provided by transportation and accommodation companies or any change in the travel schedule triggered by any of these or any travels interruption
  - (C) Any order from the Authorities, restrictions on entry and departure from foreign countries, isolation due to infectious diseases, etc., any change to the tour schedule triggered by one of these or any tour interruption
  - (D) Any accident occurred during some free time
  - (E) Food poisoning
  - (F) Theft
  - (G) Delay, discontinuity, schedule modification, route change, etc. by transportation facilities, etc., or any change to the tour schedule triggered by one of these or any reduction in the stay time at destination.

## 21. Special Indemnity

- (1) If a customer participating in a Subscription Type Organized Tour carried out by the Company suffers any physical injury due to an accident during the aforementioned travel, the Company shall pay compensation to the customer or legal heir in case of death for injuries indirect injuries in the form of hospitalization fees and for hospital visit to any visitor to the injured customer in accordance with the "Rules of Special Compensation" found on a separate document. Here are the respective amounts that shall be paid: JPY15,000,000 in case of death, JPY10,000 to JPY50,000 for visiting the customer in hospital depending on the number of visiting days and JPY20,000 to JPY200,000 depending on the number of hospitalization days.  
Also, if any belongings suffered damage, the Company shall pay compensation according to the "Rules of Special Compensation". Compensation for such damages is limited to JPY150,000 per customer. However, the maximum compensation limit for one item is JPY100,000. However, we do not compensate cash, credit cards, valuables, magnetic disks or any other items specified in Article 18, Paragraph 2 of the "Rules of Special Compensation".
- (2) The Company shall not pay compensation in the event that the damages during the tour are due to the customer's will or any behavior not included as part of the tour, such as the act of breaching the law intentionally, the driving without any license, the drink and drive attitude, diseases. Dangerous activities such as sky diving during free activities, boarding hang gliders, boarding super lightweight motors (motor hang gliders, microlight machines, ultra-light machines, etc.), boarding gyroscopes, etc. falling under Article 3, Article 4 and Article 5 of the "Rules of Special Compensation" (1), shall not be compensated by the Company. However, this is not the case when any such activity is originally included in the tour schedule.
- (3) Whenever the Company clearly communicates that no services are provided by the Company on a specific day no compensation shall be paid to the customer for any damage occurred on that day. This is also valid for instances where the customer withdraws from the Subscription Type Organized Tour without prior notification to the Company and without notifying the Company when the customer will return (date and time), or when the customer withdraws from the travels without communicating any scheduled return; the Company shall not compensate the customer



from the time of withdrawal until the time of return or from the time of withdrawal onwards respectively.

- (4) With regards to injury / damage mentioned in (1), when the Company assumes the responsibility under paragraph 20 (1), compensation for (1) will be applied to part (or all) of the damages.
- (5) Even in cases where the Company has to compensate following (1) and needs to fulfill its obligation to compensate for damages according to paragraph 20, only one of the two rules will be applicable. When one of the two is observed the other one will be regarded as fulfilled as well.

## **22. Optional tours or information provision**

- (1) The Company shall regard "optional tours" as part of the main Travel Agreement. These optional tours are sub-travels organized for customers already taking part to the main the Subscription Type Organized Tour in regards to paragraph 21. These optional tours planned and carried out by The Company are clearly stated in brochures, etc. as "Travel planning / implementation: Company (or Meitetsu Kanko Service)".
- (2) In the event another company name is stated on the tour brochure as the organizer, such as a travelling company, that tour is not the Company's tour.
  - (A) Application will be made on-site in principle and payment will be made on-site.
  - (B) The contract is made according to the travel conditions stipulated by the travel agency etc. Planning and implementing the tour for the optional tour, and our travel terms are not applicable.
  - (C) The contract is established when the travel company planning and implementing the optional tour consents to the optional tour.
  - (D) As for contract cancellation and cancellation fee, please contact the travel agency, etc. that organizes the optional tour at the time of application.
  - (E) Optional tours carried out by travel agencies, etc. who plan and implement travelling tours other than our company are not subject to our itinerary guarantee.
- (3) The Company will pay compensation or civil remuneration pursuant to the provisions of the same paragraph for damage prescribed in paragraph 21 that occurred to customers who are participating in the Optional Tour.
- (4) We may mention sports etc. which are possible options to look into. These are just "information provided" to the customer on the brochure, etc. In this case, the Company will apply the special compensation rules of paragraph 21 to the customers who are engaged in those sports options. The Company however shall not take any other responsibility over those sports options.

## **23. Guarantee of Itinerary**

- (1) In the event that an important change in the content of the Agreement listed in the left column of the next table occurs, The Company shall compensate the change with the amount listed in the right column multiplied by the tour end date. The Company shall pay within 30 days. However, if the change falls under (A) (B) (C) (D) below, the Company shall not compensate.
  - (A) In the case it is clear that the change was triggered by the following (provided, however, that although services are being provided, seats, rooms and other transportation and accommodation services, etc. are over-booked).
    - a. Acts of God;  
Natural Disasters and Including Adult Disorder that affects the travel Itinerary
    - b. Acts of War
    - c. Civil commotion;
    - d. Orders from government and other public agencies;
    - e. Suspension of Tour Services by transportation and accommodation facilities, etc.;
    - f. Offering a transportation service not included in the original travel plan; or
    - g. Measures required to ensure the safety of the life and body of the tour participants
  - (B) When our responsibility under the provisions of paragraph 20 is clear.
  - (C) When it is a change relating to the portion canceled in case the travel contract is canceled under the provisions of paragraphs 12, 13, 14 and 15.
  - (D) Even if the order receiving provision of travel services described in brochures is changed, when you can receive the provision of the travel services while travelling.

| Alterations Requiring Payment of Indemnity  | Compensation amount =<br>Tour Prices x one of the rates below (%) |                             |
|---|---|-----------------------------|
|   | 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   | 1.0   | 2.0                         |
| (8) Alterations to the conditions of guest rooms as specified in the Contract   | 1.0   | 2.0                         |
| (9) Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from (1) through (8) above.   | 2.5   | 5.0                         |
| <p>Notes:</p> <p>1) " Prior to the start of the Tour " refers to changes notified to the customer by the day before the travel start date and " After the start of the Tour" refers to changes notified to the customer on or after the start of the tour.</p> <p>2) In the event that a determinate document is handed over, this table will still apply by simply replacing "Contract document" with "Determinate document". In this case, when some change was made between the content in the Contract document and the content of the final document, or between the content of the determinate document and the content of the travel service actually provided, these shall be regarded and handled as one and the same case.</p> <p>3) If the transportation facilities also provide accommodation services and falls under any change listed in points 3 or 4, these transportation / accommodation cases shall be regarded and handled as one and the same per night.</p> <p>4) Changes to the transportation facilities name in regards to item 4 are not applicable when a change results in the use of a higher transportation class or higher equipment grade.</p> <p>5) Even if two or more changes listed in points 4, 7 or 8 are made for one transportation or one stay, the changes shall be regarded and handled as one and the same case per transportation or per night respectively.</p> <p>6) Points 1 to 8 shall not be applied if point 9 is. However, this depends on the nature of point 9.</p> |   |                             |

- (2) Regardless of the provision (1) above, the amount to be paid as compensation by the Company shall be the maximum amount for each customer multiplied by 15% for the tour price per Travel Agreement. In addition, The Company shall not pay for compensation if the compensation amount is less than JPY1,000 per customer and per Agreement.

- (3) The company may compensate the customer in the form of providing the customer with equal or higher value goods or services instead of monetary compensation if the customer gives his/her agreement.
- (4) If the Company's liability is clearly involved under the provisions of paragraph 20 after the Company has paid compensation of (1), the customer shall return the compensated amount for the applicable change to the Company. In this case, the Company shall pay the remaining balance amount of damages incurred and the amount the customer has to return to the Company.

## **24. The customer's responsibility**

- (1) The customer shall compensate the Company for all damages triggered by the customer's own will, negligence, illegal acts, acts contrary to public order and moral, or the customer's failure to comply with the provisions of the Company's Agreement.
- (2) Customers must make use of the information provided by the Company and strive to understand the rights and obligations of customers and the content of packaged travels.
- (3) In the event the customer recognizes that the travel services mentioned on the Agreement document are different from the services description after the start of the travel, the customer shall notify either the Company, the Company's local agent or the travel service provider about it at the travel destination a.s.a.p.

## **25. Communication agreement**

- (1) The Company may accept from cardholders (hereinafter referred to as "members"), of credit card companies (hereinafter referred to as "Affiliated Companies") provided by the Company payment for travel expenses via "telephone, mail, facsimile and other communication methods" (hereinafter referred to as "communication contract"). Only payments of the full amount of the travel expenses shall be accepted for these payment methods. However, such payment methods may not be accepted if the Company has no franchise agreement, including signed special agreements with the partner company or for some business reasons. (Depending on the contracting travel agency, such payments may not be available to the customer. And, the type of credit cards with which such payment is available may differ depending on the contracting travel agency. Agreements mentioning specific vouchers to be signed by the customer and payments via credit card are not regarded as communication agreements, but as usual travel agreements.)
- (2) Travel conditions when concluding a communication agreement are partly different from those for usual Subscription Type Organized Tour Contract. Here are the main differences:
  - (A) Upon application of a communication contract, the member offers to the Company the "card name", "member number", "card expiration date", etc. in addition to the applicable "name of the Subscription Type Organized Tour" and "departure date" etc.
  - (B) A travel agreement based on a communication agreement is regarded as concluded when the Company accepts the conclusion of such a contract after application by phone or by any other communication means. The Company shall issue a notice to confirm it has approved the conclusion of the agreement.
  - (C) "Card use day" in the communication agreement shall be the date on which the member and The Company perform the payment or compensation obligation of the travel expenses. For tour price payments, the date shall be the agreement conclusion date, and for compensation obligations, the date shall be the day on which the cancellation notification was made.

## **26. Miscellaneous**

- (1) The customer shall bare all costs arising from any personal guided tour or shopping the customer requested to a tour guide, local agent, etc., from any illness, injury, luggage / valuable items loss due to customer's carelessness, any recovery of lost items, and he/she shall also bare all expenses required for the customer to experience his own private activities outside the group.
- (2) The Company may refer you to some souvenir shops, etc. for the convenience of the customer, but any purchase shall be done under the customer's own responsibility.
- (3) Under no circumstances shall the Company reorganize the travel at any given time.
- (4) The customer may benefit from an airline mileage service by participating to the Company's the Subscription Type Organized Tour, but the customer shall proceed him/herself the necessary inquiry, registration, etc. for that mileage service. The Company shall not be taken responsible for item 20 (1) regardless of the reason, even if the mileage service which the customer was originally expecting to receive cannot be granted due to a change in the airline company used for the travel.
- (5) If an accident occurs during the trip, please use the contact address mentioned on the final schedule to immediately notify.

## **27. Tour conditions · Tour Prices standard**

Travel conditions and reference dates of tour fee are stated in their respective brochures etc.

## **28. Business settlement guarantee and bond guarantee (Compensation Business Guarantee Bonds)**

The company is a Security Member of the Japan Travel Agency Association. Customers who have entered into a Travel Agreement with the Company but could not receive payment from the Company and received liabilities due to time delay following the conclusion of the Agreement and according to the Agreement, shall as a rule benefit from the Business settlement guarantee system. In addition, we are also a bond guaranteed member of the Japan Travel Agency Association.

Customers who have entered into a Travel Agreement with the Company and who face circumstances such as those mentioned above and who could not receive payment on the grounds that the aforementioned maximum payment limit was exceeded, the Japan Travel Agency Association may as a rule make payment to the customer until the amount reaches a predefined specific amount under the Association's bond security system.

## **29. Protection of personal information**

- (1) The Company and the travel agency mentioned in the brochure under the “Contracted agency” field (hereafter mentioned as the “contracted agency”) (both entities are hereafter mentioned as “the companies”) shall use the personal information contained in the travel application form handed out at the time of the application process, such as the customer’s name and family name, address among other contact information, passport number and the relevant flight number to contact the customer. This information shall also be provided to the relevant transportation / accommodation companies (information regarding the main transportation / accommodation companies are mentioned in the confirmation document sent to the customer according to the schedule mentioned on the brochure and by the day mentioned on the separate Agreement document), insurance companies and souvenir shops in electronic format in advance to the extent this information is necessary to set up and benefit from the services provided by the relevant transportation / accommodation companies (hereafter mentioned as “preparations”), to prepare all insurance related administrative work done by the insurance company in order to secure fees arising from contractual duties mentioned on the Travel Agreement and from possible accidents, and to guarantee shopping convenience for the customer when shopping in souvenir shops. The customer shall agree to such personal data provision at the time of application.
- (2) In addition to this, the Companies may use the customer’s personal information to present travel products and services necessary for travelling such as travel insurances from affiliated companies, to present some of the Companies’ product campaigns, to conduct surveys post travel to collect the customers’ impressions and thoughts, to deliver specific services, to analyze the market in order to provide in the future better products and to create statistical documents.
- (3) The Company requires the contact information of a person to contact in Japan in case of injury or illness during the travel or in case there is a substantial change made to the travel schedule due to the weather, etc. The Company shall use this personal information whenever it decides the contact person in Japan needs to be informed of an injury or sickness or when there is a substantial change made to the travel schedule of the customer or for any other relevant reason. The customer needs to obtain the agreement of the contact person in Japan regarding such personal information provision.
- (4) In addition to the above, please refer to the information available in one of the Company’s location or on the website (<http://www.mwt.co.jp>) to know more about the Company’s policy on handling personal information. Also, please check out by yourself the policy of contracted companies in regards to the handling of personal information.