Terms and Conditions for Domestic Agent-Organized Tours

These Terms and Conditions constitute a part of the 'Document Explaining Terms and Conditions of Transaction' as stipulated in Article 12-4 of the Travel Agency Act, and serve as a part of the 'Contract Document' defined in Article 12-5 of said Act.

1. Domestic Agent-Organized Tour Contract
(1) This Tour is planned, organized, and operated by Taisetsu Kamui Mintara DMO, a General Incorporated Association [Registered Travel Agency by the Commissioner of the Japan Tourism Agency No. 3-774] (hereinafter referred to as “our Company”). Customers participating in this Tour shall enter into an Agent-Organized Tour Contract (hereinafter referred to as the “Tour Contract”) with our Company.
(2) We undertake to make arrangements and administer the itinerary so that the customer may receive transportation, accommodation, and other travel-related services provided by transportation and accommodation facilities, etc. (hereinafter referred to as the “Tour Service”) in accordance with the itinerary determined by our Company.
(3) The terms and conditions of the Tour Contract shall be governed by the travel brochure, website, these Terms and Conditions, pre-departure guidance, documents related to travel formalities, notices and cautions, and other guidance documents (collectively referred to as the “Brochure, etc.”), the Final Tour Itinerary (Definitive Document) to be provided before departure, and our Standard General Conditions of Travel Agency Business (Agent-Organized Tour Contract Section).

2. Application for and Conclusion of the Tour Contract
(1) Please apply to our Company (including contracted sales offices) by attaching the Application Fee as specified in the Brochure, etc. (a part or all of the Tour Price). The Application Fee shall be treated as part or all of the Tour Price, a cancellation fee, or a penalty charge. The Tour Contract shall be concluded when we have accepted the Application and have received the Application Fee. Separate provisions in the Brochure, etc. shall apply in cases such as specific courses or the use of points. For operational reasons, you may be requested to enter required information on designated forms or digital screens.
(2) We may accept reservations for the Tour Contract by telephone, mail, facsimile, internet, or other means of communication. In such cases, the Tour Contract is not concluded at the time of reservation, and shall be concluded when, after we have notified acceptance of the reservation, we receive the Application Fee (a part or all of the Tour Price) by the due date

specified in the notice. If the Application Fee is not paid within this period, the reservation may be treated as though it had never been made.
(3) When an application is made by the Person Responsible for the Contract as the representative of travelers constituting an organization or group, we shall deem that such representative possesses all authority regarding the conclusion, cancellation, etc. of the Contract.
(4) The Person Responsible for the Contract must submit to us a list of the travelers by the date specified by us. The Person Responsible for the Contract shall obtain the consent of the travelers themselves regarding provision to third parties pursuant to Article 26.
(5) If the Person Responsible for the Contract does not accompany the organization or group, we shall deem the traveler designated in advance to be the Person Responsible for the Contract after the start of the tour.
(6) We shall bear no responsibility for any liabilities or obligations which the Person Responsible for the Contract currently owes or is expected to owe to the travelers.

3. Conditions of Application
(1) At the time of application, a minor shall be required to submit a consent form of a person with parental authority, unless falling under conditions specified by our Company.
(2) As of the Tour start, participants under 15 years old shall be required to be accompanied by a person with parental authority or a guardian, except when joining specific courses (e.g., language training tours). Please note that participation by minors may be declined pursuant to national laws or facility rules.
(3) For courses with special conditions, applications may be declined if sex, age, qualifications, skills, or other conditions do not meet those specified by our Company.
(4) Customers who have mental or physical disabilities (e.g., hearing impairment, visual impairment, mobility impairment, those accompanied by an assistance dog), those currently in poor health (e.g., blood pressure abnormalities, heart disease, chronic diseases, food allergies, animal allergies), those who are pregnant or may be pregnant, and others who require special consideration must notify us at the time of application for the Tour Contract. We will accommodate such requests within the possible and reasonable scope. We will then inquire again about the customer's condition and measures required during the Tour. (If such conditions arise after conclusion of the Tour Contract, please notify us immediately.) Any expenses required for special measures taken by us for the customer based on his/her request shall be borne by the customer. Taking into account local circumstances and conditions of service providers, we may, as a condition for ensuring safe and smooth implementation, require the accompaniment of an aide/companion, submission of a medical

certificate or prescribed documents as requested by public authorities or service providers, or modification of part of the course itinerary. If we cannot arrange the measures requested by the customer, we may decline the application or cancel the Tour Contract.

(5) If we determine that, due to illness, injury, or other reasons, a medical diagnosis or treatment by a physician is necessary for the smooth implementation of the Tour, we may take necessary measures. All expenses involved shall be borne by the customer.

(6) Separate activities for the customer's own convenience are not permitted. However, depending on the course, we may accept them under separate conditions. If the customer leaves the itinerary due to his/her own convenience, the customer must notify our Company, the tour escort, or the local staff in advance of such intention and whether he/she will rejoin.

(7) If, at a hotel, sightseeing site, etc., the customer fails to appear at the designated meeting place and time without notice, and a search becomes necessary, we may, for safety reasons, take necessary measures through relevant organizations for search activities, regardless of whether the customer is accompanied by others. Expenses for the search shall be borne by the customer.

(8) If we judge that the customer may cause trouble to other travelers or hinder the smooth implementation of group activities, we may decline the application.

(9) We may decline the application if the customer falls under any of the following ① to ③.

① When the customer is recognized as a gang member, an associate gang member, a person or company related to a crime syndicate, a corporate racketeer, or other antisocial forces.

② When the customer has made violent demands against our Company, made unjust demands, behaved or made statements in a threatening manner or used violence in connection with transactions, or committed acts equivalent thereto.

③ When the customer has committed acts that damage our credibility by spreading rumors, using fraudulent means, or using force, or acts that obstruct our business, or acts equivalent thereto.

(10) Special agreement regarding waitlisting

If the Tour applied for cannot be concluded at that time due to being fully booked or other reasons, we may, upon the customer's request, enter into a special agreement whereby the Tour Contract shall be concluded at the time when our Company becomes able to conclude the Tour Contract with the customer (hereinafter referred to as "waitlist handling").

① If the customer wishes waitlist handling, we will confirm the period during which the customer can wait for our response and collect an amount equivalent to the Application Fee. At this point, the Tour Contract is not concluded, and our Company does not promise that the Tour Contract will be concluded in the future. For operational reasons,

you may be requested to enter required information on prescribed documents/screens.

② We will keep the amount in ① as a deposit, and when it becomes possible to conclude the Tour Contract with the customer, we will notify the customer that we accept the conclusion of the Tour Contract and apply the deposit to the Application Fee.

③ The Tour Contract shall be concluded when the notice in ② regarding acceptance of the conclusion of the Tour Contract reaches the customer.

④ If we cannot accept the conclusion of the Tour Contract within the period during which the customer can wait for our response, we will refund the full amount of the deposit to the customer.

⑤ If the customer notifies us of the cancellation of the waitlist handling before we respond that we accept the conclusion of the Tour Contract during the period the customer can wait for our response, we will refund the full amount of the deposit to the customer. In this case, even if the customer's notice of cancellation of the waitlist handling falls within the period subject to a cancellation fee, we will not charge a cancellation fee.

(11) We may decline the application when there is any other reason related to our business operations.

4. Delivery of the Travel Contract Document and the Final Tour Itinerary

(1) Promptly after the customer's application, we will deliver to the customer the Contract describing the itinerary, terms of the Tour Service, other tour conditions, and matters concerning our responsibility. If these have already been delivered at the time of application, this shall not apply. The Contract consists of the "Brochure, etc." mentioned in Article 1(3). The scope of the Tour Service for which we bear obligations to arrange and administer the itinerary under the Tour Contract shall be as stated in the Brochure, etc.

(2) After delivering the Brochure, etc. in (1) above, we will deliver the Final Tour Itinerary stating the confirmed meeting places and times, transportation facilities to be used, accommodation facilities, etc., by the day immediately preceding the Tour start date (we will endeavor to deliver it around five days before the Tour start date). However, if the application is made on or after the seventh day counting backward from the day prior to the tour start date, it may be delivered on the Tour start date. In addition to delivery by mail or e-mail, we may provide guidance via applications or My Page using the internet. For some day trips or accommodation-only courses, the Final Tour Itinerary may be provided together with the Brochure, etc. Even before delivery of the Final Tour Itinerary, we will explain the status of arrangements upon the customer's inquiry.

5. Payment of the Tour Price
(1) The Tour Price must be paid prior to the 21st day counting backward from the day immediately preceding the Tour start date.
For applications thereafter, please make payment by the date specified by our Company.
(2) Notwithstanding (1) above, the Tour Price for Tour Contracts that use specific courses, individual regular discount fares of airlines including LCCs, or inclusive tour fares shall be paid by the date specified in the separate Brochure, etc. to be provided.

6. Application of the Tour Price
(1) Unless otherwise specifically noted, those aged 12 or older are charged the adult Tour Price, those aged 6 or older but under 12 are charged the child Tour Price. For courses using aircraft, those aged 3 or older but under 6 are charged the infant Tour Price. Ages are based on the Tour start date.
(2) The Tour Price is shown for each course. Please check according to the departure date and number of users.

7. "Tour Price Subject to Payment"
"Tour Price Subject to Payment" means the "amount shown as the Tour Price" plus the "amount shown as an additional charge" minus the "amount shown as a discount" in the Brochure, etc. This total amount shall be the basis for calculating [1] "cancellation fees" in Article 13(1), [1] "penalty charges" in Article 14(1), and the "monetary indemnity for alterations" in Article 23.

8. Items Included in the Tour Price
(1) Fares/charges of transportation facilities to be used such as aircraft, vessels, railways, buses, etc. stated in the itinerary (courses may either allow choice of class or specify a particular class and are indicated in the Brochure, etc.).
(2) Accommodation charges and taxes/service charges stated in the itinerary
(3) Meal charges and taxes/service charges stated in the itinerary
(4) Sightseeing fees stated in the itinerary
(5) For courses with a tour escort, expenses necessary for the escort to accompany the Tour
• Even if part of the above items is not used due to the customer's convenience, no refund shall, in principle, be made.

9. Items Not Included in the Tour Price
Items other than those listed in Article 8 are not included in the Tour Price. Some examples

are as follows.
(1) Excess baggage charges (for weight/size/number exceeding those set by transportation facilities)
(2) Personal expenses such as laundry charges, telephone/communication charges, additional food and beverages, and related taxes/service charges
(3) Charges for optional tours (separately charged short trips) for participants only upon request
(4) Transportation to/from the customer's home and the departure/arrival airport or other meeting/dismissal point, and accommodation on the day before the Tour start date or on the day of the Tour end date
(5) Airport facility user charges
(6) Medical expenses related to injury/illness, etc.
(7) Domestic travel accident insurance (optional insurance)
(8) Costs for shuttle services operated by facilities, etc.
(9) Accommodation taxes, etc. charged when using accommodation facilities
(10) Surcharges/fees imposed by transportation companies (such as fuel surcharges)
(11) Non-statutory purpose taxes, etc. imposed by municipalities, etc.
(12) Expenses required for measures taken when special consideration is needed

10. Changes to the Tour Contract Terms
(1) Even after conclusion of the Tour Contract, if there arise causes beyond our control, such as Force Majeure, acts of war, civil commotion, orders from government and other public agencies, suspension of Tour Service by transportation or accommodation facilities, the need to use transportation services not based on the original transportation plan, or other causes, when unavoidable to ensure safe and smooth implementation of the Tour, we may change the itinerary, Tour Service, and other terms of the Tour Contract by promptly explaining to the customer beforehand the reasons that such causes are beyond our control and the correlation between such causes and the changes. However, in cases of emergency and when unavoidable, we will explain after the change.
(2) As the air tickets for Agent-Organized Tours planned and operated by our Company are, unless otherwise stated in the Brochure, etc., subject to inclusive tour fares, it is a condition that all segments of the flights provided in the itinerary are used. If, at the customer's convenience, the outbound or return, or part of the segments are not boarded, we may charge, based on the airline's fare conditions/regulations, the normal one-way fare, etc.

11. Changes to the Tour Price

After conclusion of the Tour Contract, we will not change the Tour Price, additional charges, or discounts except in the following cases.
(1) If the fares/charges of the transportation facilities used are revised to an extent far exceeding normal assumptions due to significant changes in economic conditions, we will change the Tour Price by the amount of such revision. However, if we increase the Tour Price, we will notify the customer before the 15th day counted backward from the day immediately preceding the Tour start date.
(2) If the Itinerary is changed pursuant to Article 10 and the expenses required for implementation of the Tour decrease, we will change the Tour Price by the amount of such difference.
(3) If the Itinerary is changed pursuant to Article 10 and the expenses required for implementation of the Tour (including cancellation fees, penalty charges, and other expenses already paid or payable hereafter for Tour Services not received due to such changes) decrease or increase, we will change the Tour Price by the amount of such difference, except in cases where the change is due to lack of seats/rooms or other facilities of transportation/accommodation facilities (overbooking) despite the relevant services being provided.
(4) If we have stated in the Brochure, etc. that the Tour Price varies with the number of users of transportation/accommodation facilities, etc., and after conclusion of the Tour Contract the number of users changes due to causes not attributable to us, we will change the Tour Price within the range stated in the Brochure, etc.

12. Change of Customer (Substitution)
(1) The customer may assign his/her status under the Tour Contract to a third party designated by the customer only with our consent (depending on the course and/or timing, such substitution may not be accepted). In such cases, the customer must enter the required information on our prescribed document/screen and pay the prescribed handling fee. If an air ticket has already been issued, we may charge additional costs related to reissuance. (2) The assignment of the status under the Tour Contract shall take effect when our consent is given, and thereafter the third party who has acquired the status under the Tour Contract shall succeed to all rights and obligations relating to the specified Tour Contract. (3) We may not be able to consent to substitution due to user name registration conditions of service providers. In that case, the contracting customer shall cancel the Tour Contract pursuant to the following article, and the customer who intended to receive transfer of the status shall newly enter into a Tour Contract with our Company as stipulated in these Terms and Conditions. (4) Domestic travel accident insurance requires a separate application for

an insurance contract.

13.Cancellation of the Tour Contract and Refunds

1. (1) Cancellation before the start of the Tour [1] The customer may cancel the Tour Contract at any time by paying the cancellation fee specified below. The “date of cancellation of the Tour Contract” in the table below shall be based on the time when the customer has notified us of cancellation during our business days/hours and such cancellation has been confirmed by us.
   ＊For Tour Contracts using individual regular discount fares of airlines including LCCs, and inclusive tour fares for individual travel, the tour conditions described in the separately provided Brochure, etc. shall apply.

Date of cancellation of the Tour Contract counted backward from the day immediately preceding the Tour start date		Cancellation fee	
		Overnight Tours	Day Trips
(1)	Cancellation on or before the 21st day	Free	
(2)	Cancellation on or after the 20th day (except (3)–(7))	20% of the Tour Price	Free
(3)	Cancellation on or after the 10th day (except (4)–(7))	20% of the Tour Price	
(4)	Cancellation on or after the 7th day (except (5)–(7))	30% of the Tour Price	
(5)	Cancellation on the day immediately before the Tour start date	40% of the Tour Price	
(6)	Cancellation on the Tour start date (except (7))	50% of the Tour Price	
(7)	No-show without notice or cancellation after the start of the Tour	100% of the Tour Price	

Note: “After the start of the Tour” refers to “the time when the traveler starts receiving the service” as stipulated in the Special Indemnity Rules.

Examples of “after the start of the Tour”

＊When reception is handled by a tour escort, our employee, or reception staff: upon completion of such reception

＊When our Company does not handle reception and the customer has an air ticket: upon completion of baggage inspection, etc. within the airport area accessible only to passengers

[2] Notwithstanding [1] of Article 13(1), the customer may cancel the Tour Contract before the start of the Tour without paying a cancellation fee in any of the following cases. In such cases, we will refund the full amount of the Tour Price (or Application Fee) already received.

(a) When the Contract term has been changed; provided, however, that this is limited to important changes such as those listed in the left column of the table in Article 23.
(b) When the Tour Price has been increased pursuant to Article 11(1).
(c) When there arise such causes as acts of God, acts of war, civil commotion, orders from government and other public agencies, suspension of services by transportation/accommodation facilities, or other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour.
(d) When we fail to deliver the Final Tour Itinerary by the date specified in Article 4.
(e) When it becomes impossible to implement the Tour according to the itinerary stated in the Brochure, etc. due to causes attributable to us.

[3] When the Tour Contract is cancelled pursuant to [1] of (1) above, we will refund the amount obtained by deducting the prescribed cancellation fee from the Tour Price already received.

[4] If the customer voluntarily does not receive part of the Tour Service or leaves the group during the Tour, it will be deemed a waiver of rights, and no refund will be made.

[5] After conclusion of the Tour Contract, if the course or departure date or part of the transportation/accommodation, etc. during the itinerary is changed due to the customer's convenience, the prescribed cancellation fee shall apply.

(2) Cancellation after the start of the Tour

[1] If, due to the customer's convenience, part of the Tour Service is not received or the customer leaves the group during the Tour, it will be deemed a waiver of rights, and we will make no refund.

[2] If, due to causes not attributable to the customer, the Tour Service stated in the Brochure, etc. cannot be received, or if we inform the customer to that effect, the customer may cancel the Contract for the portion of the Tour Service which has become unavailable without paying a cancellation fee. In such case, we will refund the portion of the Tour Price related to the portion of the Tour Service which has become unavailable. However, if such causes are not attributable to us, we will refund the amount obtained by deducting cancellation fees, penalty charges, and any other amounts already paid or payable hereafter for the specified Tour Service.

14. Cancellation of the Tour Contract by Our Company

(1) Before the start of the Tour

[1] If the customer does not pay the Tour Price by the date specified in Article 5, we may

cancel the Tour Contract. In this case, the customer shall pay a penalty charge equal to the cancellation fee specified in Article 13(1)[1].

[2] We may cancel the Tour Contract in the following cases a)–h).

(a) When it becomes clear that the customer does not meet the conditions for participation such as sex, age, qualifications, skills, etc., which were indicated by our Company in advance.

(b) When the customer is judged unable to endure the Tour due to illness, or other reasons including those stated in Article 3(3) and (4) such as absence of a necessary caregiver.

(c) When the customer is recognized as likely to cause trouble to other customers or interfere with the smooth implementation of group activities.

(d) When the customer demands a burden beyond a reasonable extent in relation to the Contract term.

(e) When it becomes apparent that the customer falls under any of Article 3(9) ①–③.

(f) When the number of customers does not reach the minimum number of participants stated in the Brochure, etc. In this case, we will notify the cancellation of the Tour before the 13th day (the 3rd day for day trips) counted backward from the day immediately preceding the Tour start date.

(g) When, such as in the case of insufficient snowfall for a ski Tour, the conditions for implementation indicated in advance by our Company are not fulfilled or are highly unlikely to be fulfilled.

(h) When there arise causes beyond our control, such as acts of God, acts of war, civil commotion, orders from government and other public agencies, suspension of services by transportation/accommodation facilities, whereby it becomes impossible or highly unlikely to implement the Tour safely and smoothly according to the itinerary stated in the Brochure, etc.

[3] When we cancel the Tour Contract pursuant to [2] of (1) above, we will refund the full amount of the Tour Price already received.

(2) After the start of the Tour

[1] Even after the start of the Tour, we may cancel part of the Tour Contract by explaining the reason to the customer in the following cases.

(a) When it is recognized that the customer cannot continue the Tour due to illness or other reasons including those stated in Article 3(3) and (4) such as absence of a necessary caregiver.

(b) When the customer disrupts the disciplinary order and hinders the safe and smooth

implementation of the Tour by not following the instructions of the tour escort for safe and smooth implementation, or by assaulting or threatening the specified person or other accompanying travelers.

(c) When it becomes apparent that the customer falls under any of Article 3(9) ①–③.

(d) When there arise causes beyond our control, such as acts of God, acts of war, civil commotion, orders from government and other public agencies, or suspension of services by transportation/accommodation facilities, whereby it becomes impossible to continue the Tour.

[2] Effect of cancellation and refunds

When we cancel the Tour Contract pursuant to [1] of (2) above, the contractual relationship between our Company and the customer shall cease to exist only prospectively. It shall be deemed that valid performance has been made regarding our obligations for Tour Services already provided to the customer. In this case, we will refund the amount obtained by deducting cancellation fees, penalty charges, and any other amounts already paid or payable to the service providers from the portion of the Tour Price corresponding to the Tour Services not yet provided to the customer.

[3] When we cancel the Tour Contract pursuant to (a) or (d) of [1] of (2) above, we will, upon the customer's request, make necessary arrangements for the customer to return to the place of departure. All expenses required therefor shall be borne by the customer.

15. Refund of the Tour Price

(1) If the Tour Price is reduced pursuant to Article 11, or if the Tour Contract is cancelled by the customer or our Company pursuant to Articles 13 or 14, and if a refundable amount arises for the customer, we will refund the specified amount to the customer within seven days from the day immediately following the date of cancellation in the case of a refund due to cancellation before the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract in the case of a refund due to a reduction of the Tour Price or cancellation after the start of the Tour.

(2) The provisions of (1) above shall not prevent the customer or our Company from exercising the right to claim compensation for damages as stipulated in Articles 19 or 21.

(3) For refunds after the delivery/receipt of coupons and air/rail tickets, etc., the coupons and air/rail tickets, etc., delivered must be submitted. If the coupons are not submitted, the Tour Price may not be refundable.

16. Administration of Itinerary

We will carry out the following services and endeavor to secure the safe and smooth

implementation of the Tour for the customer. However, if we have concluded a special contract different from this, this shall not apply.
(1) When it is recognized that the customer is unlikely to be able to receive the Tour Service during the Tour, we will take necessary measures to ensure that the customer can receive the Tour Service as stipulated in the Tour Contract.
(2) If, despite taking the measures in (1) above, it becomes unavoidable to change the Contract term, we will arrange alternative services. In doing so, if the itinerary is to be changed, we will endeavor to make the changed itinerary align with the purpose of the original itinerary. If the term of the Tour Service is to be changed, we will endeavor to minimize changes to the Contract term by making the changed Tour Service similar to the original service.
(3) If we consider that the customer during the Tour is in a condition requiring protection due to illness, injury, etc., we may take necessary measures. In such cases, if the cause is not attributable to us, the expenses required for such measures shall be borne by the customer, and the customer shall pay the specified expenses by the date and in the manner designated by us.

17. Instructions by Our Company
From the start of the Tour until its end, when acting as a participant of the organized Tour (excluding free time), the customer shall follow our instructions necessary for the safe and smooth implementation of the Tour.

18. Tour Escort, etc.
(1) Whether a tour escort accompanies the Tour shall be indicated in the Brochure, etc.
(2) For Tours accompanied by a tour escort, the tour escort, and for Tours accompanied by a local tour escort, the local tour escort shall perform all or part of the necessary services for safe and smooth implementation of the Tour and other services deemed necessary by our Company.
(3) In principle, the working hours of the tour escort shall be from 8:00 to 20:00.
(4) For courses without a tour escort, we will provide the coupons necessary for the customer to receive the Tour Services, and the procedures for the Tour shall be conducted by the customer.
(5) In segments without a local tour escort, if circumstances such as bad weather necessitate changes to the Tour Service Itinerary, the customer shall make the arrangements for alternative services and necessary procedures by himself/herself.
(6) In some courses, staff who have extensive experience as bus guides and have the

qualification as a chief person (tour escort) to perform itinerary management operations may accompany as a tour escort and bus guide.

19. Responsibility of Our Company

(1) If, in performing the Tour Contract, our Company or a person to whom our Company has entrusted arrangements (hereinafter referred to as the "Business Agent") intentionally or negligently causes damage to the customer, we shall compensate for the damage suffered by the customer.

(2) The provisions of (1) above shall be limited to cases where notice is given to us within two years from the day immediately following the day the damage occurred.

(3) We shall not be liable under (1) above when the customer suffers damage due to causes beyond the control of our Company or our Business Agent as exemplified below. However, this shall not apply where intentional acts or negligence of our Company or our Business Agent are proven.

A. Acts of God, acts of war, civil commotion, or changes to the itinerary or cancellation of the Tour arising therefrom

B. Suspension of services by transportation/accommodation facilities, or changes to the itinerary or cancellation of the Tour arising therefrom

C. Orders from government/public agencies, quarantine due to epidemics/infectious diseases, or changes/cancellation of the itinerary arising therefrom

D. Accidents during free time

E. Food poisoning

F. Theft

G. Delays, suspensions, schedule changes, route changes, etc. of transportation, or changes to the itinerary or shortening of the stay at the destination arising therefrom

H. Damage suffered by the customer due to accidents of transportation/accommodation facilities, fire, or intentional acts or negligence of a third party

(4) For damage under (1) above caused to baggage, we shall compensate only if notice is given to us within 14 days from the day immediately following the day the damage occurred. Regardless of the amount of damage, our compensation shall be limited to a maximum of JPY 150,000 per person (except in cases of our intentional act or gross negligence).

20. Special Indemnity

(1) If a customer participating in an Agent-Organized Tour implemented by our Company suffers bodily injury due to a sudden and extraneous accident during participation in the specified Tour, our Company shall pay, pursuant to the Special Indemnity Rules, indemnity

for death or residual disability (limit JPY 15,000,000), and a solatium for hospitalization (JPY 20,000–200,000 depending on hospitalization days) or a solatium for hospital visits (JPY 10,000–50,000 depending on visit days (3 days or more)), whichever is higher, and for damage to personal belongings, compensate up to JPY 150,000 (limit per item or pair JPY 100,000). However, for days clearly indicated in the itinerary as days on which no Tour Service arranged by our Company is provided, only when it is expressly stated that no compensation will be paid for damage suffered on such days shall such days be excluded from "during participation in the specified Tour." Cash, credit cards, valuables, medicines, cosmetics, foodstuffs and other consumables, exposed film, and manuscripts recorded on recording media are not covered.
＊Expenses for treatment of injuries due to accidents, expenses for death/treatment due to illness, liability, or rescue expenses, etc. are not covered.

(2) We shall not pay the indemnity or solatium in (1) above when the damage suffered by the customer during the Tour is due to the customer's intention, intentional violation of laws, receipt of services in violation of laws, drunk driving, illness, pregnancy, childbirth, premature birth, miscarriage, etc., or an accident during dangerous sports not included in the Agent-Organized Tour such as mountain climbing using climbing equipment (ice axes, crampons, ropes, hammers, etc.), luge, bobsleigh, skydiving, hang gliding, operating an ultra-light motorized aircraft (motorized hang glider, microlight, ultralight, etc.), flying a gyroplane, or other similar dangerous activities, as well as accidents caused by earthquake, volcanic eruption, or tsunami and accidents arising from social disorder incidental thereto. However, this shall not apply when such activities are included in the itinerary.
(3) Even if our obligation to pay indemnity under (1) above overlaps with our obligation to compensate for damages under the preceding paragraph, if one obligation is performed, both the obligation to pay indemnity and the obligation to compensate for damages shall be deemed performed to the extent of such amount.

21. Responsibility of the Customer
(1) If our Company suffers damage due to the customer's willful misconduct or negligence, acts in violation of laws or public order and morals, or failure to comply with our Standard General Conditions of Travel Agency Business (Agent-Organized Tour Contract Section), we shall claim compensation for damages from the customer.
(2) The customer shall endeavor to understand the term of the Tour Contract, such as the customer's rights and obligations stated in the Brochure, etc., by utilizing information provided by our Company.

(3) After the start of the Tour, if the customer recognizes that the Tour Service differs from the description in the Brochure, etc., the customer must promptly report this to any of the tour escort, local guide, local handling company, or the relevant Tour Service provider at the destination.
(4) Acts that slander or defame other participants, third parties, or our Company, or cause disadvantage or damage, are prohibited. Our Company shall bear no responsibility for personal troubles between customers.

22. Optional Tours
(1) Among the short trips (hereinafter referred to as "Optional Tours") implemented by collecting separate Tour Prices for customers participating in our organized Tour, the Special Indemnity in Article 20 shall apply to Optional Tours planned and implemented by our Company as part of the principal Tour Contract.
(2) When participating in an Optional Tour planned and implemented by a party other than our Company, we shall apply the Special Indemnity Rules in Article 20, but assume no other responsibility.

23. Guarantee of Itinerary
(1) In cases where an important alteration to the Contract Term listed in the left column of the table below occurs, except for [1]–[3] below, we will pay, within 30 days from the day immediately following the last day of the Tour, a monetary indemnity for alterations in an amount obtained by multiplying the Tour Price by the percentage stated in the right column of the table. However, if it is clear that our responsibility arises under Article 19(1) with respect to such alteration, we will pay compensation for damages in whole or in part instead of a monetary indemnity for alterations.
[1] In the case of alterations due to the following causes, we will not pay the monetary indemnity for alterations. However, in cases of alterations due to lack of seats/rooms or other facilities (overbooking) in transportation/accommodation facilities despite the services being provided, we will pay the monetary indemnity for alterations.
A. Bad weather or acts of God that hinder the itinerary
B. Acts of war
C. Civil commotion
D. Orders from government and other public agencies
E. Suspension of services by transportation/accommodation facilities due to cancellations, suspensions, closure, etc.
F. Provision of transportation services not based on the original transportation plan due to

delays, suspensions, schedule changes, etc.

G. Measures necessary to ensure the customer's life or bodily safety

[2] We will not pay a monetary indemnity for alterations relating to the portion cancelled when the Tour Contract is cancelled pursuant to the provisions of Articles 13 or 14.

[3] Even if the order of provision of Tour Services stated in the Brochure, etc. is changed, if the Tour Services can be received during the Tour, we will not pay a monetary indemnity for alterations.

(2) Notwithstanding (1) above, the maximum amount of the monetary indemnity for alterations payable by us for one Tour Contract shall be the amount obtained by multiplying the Tour Price by 15%. Also, if the amount of the monetary indemnity for alterations payable for one Tour Contract is less than JPY 1,000, we will not pay the monetary indemnity for alterations.

Alterations requiring payment of a monetary indemnity for alterations		Percentage per case (%)	
		If notified to the customer by the day immediately preceding the Tour start date	If notified to the customer after the Tour start date
(1)	Alterations to the Tour start date or the Tour end date stated in the Brochure, etc.	1.5%	3.0%
(2)	Alterations of sightseeing places or facilities (including restaurants) or other Tour destinations stated in the Brochure, etc.	1.0%	2.0%
(3)	Alterations to transportation class or facilities to those with lower charges than stated in the Brochure, etc. (limited to cases where the total amount of the lower charges after the change falls below the total of the class and facilities stated in the Contract)	1.0%	2.0%
(4)	Alterations to the type of transportation or company name stated in the Brochure, etc.	1.0%	2.0%
(5)	Alterations to different flights at the departure or arrival airport in Japan from those stated in the Brochure, etc.	1.0%	2.0%
(6)	Alterations from direct flights between Japan and overseas to connecting or indirect flights as stated in the Brochure, etc. (overseas travel only)	1.0%	2.0%
(7)	Alterations to the type or name of accommodation facilities stated in the Brochure, etc. (except when the grade of the accommodation after the change exceeds that stated in the Brochure, etc.)	1.0%	2.0%

(8)	Alterations to the type of guest rooms, equipment, view, or other room conditions of accommodation facilities stated in the Brochure, etc.	1.0%	2.0%
(9)	Among the alterations listed in (1)–(8) above, alterations to items stated in the tour title of the Brochure, etc.	2.5%	5.0%

Note 1: If the Final Tour Itinerary has been delivered, read "Brochure, etc." as "Final Tour Itinerary" and apply this table. In such case, when changes arise between the itinerary of the Brochure, etc. and the details of the Final Tour Itinerary, or between the details of the Final Tour Itinerary and the service actually provided, each shall be treated as one case.

Note 2: In cases where transportation facilities related to changes listed in (3) or (4) involve the use of accommodation facilities, each overnight stay shall be treated as one case.

Note 3: For changes in company names of transportation facilities listed in (4), this shall not apply when accompanied by upgrades in class or facilities.

Note 4: Even if multiple changes listed in (4), (7), or (8) occur during one ride or overnight stay, each ride or overnight stay shall be treated as one case.

Note 5: The accommodation grade in (7) shall be as per the list stated in the Contract at the time of Tour Contract conclusion or the list viewable on our website.

Note 6: For changes listed in (9), apply the rate for (9) and not the rates for (1)–(8).

Note 7: One case means, for transportation facilities, per ride; for accommodation facilities, per overnight stay; and for other Tour Services, per applicable item.

(3) With the customer's consent, we may provide goods/services of equal or greater value in lieu of monetary payment of the indemnity for alterations.

(4) If, after we have paid the monetary indemnity for alterations pursuant to (1) above, it becomes clear that our responsibility arises under Article 19(1) with respect to the specified alteration, the customer shall return to us the monetary indemnity for alterations relating to the specified alteration. In such case, we will pay the balance obtained by offsetting the amount of compensation for damages payable by us under the specified paragraph by the amount of the monetary indemnity for alterations to be returned by the customer.

24. Basis of Tour Conditions and Tour Price

The base dates for these Tour Conditions and the Tour Price shall be the dates indicated in the separately provided Brochure, etc.

25. Reporting of Accidents, etc.

If an accident occurs during the Tour, please immediately notify the contact listed in the

Final Tour Itinerary. (If there are circumstances that make notification impossible, please notify us as soon as such circumstances cease.)

26. Handling of Personal Information

At the time of application for the Tour, we will obtain the customer's personal information regarding prescribed items. Please apply upon agreeing to our privacy policy and handling of personal information. The customer who is the representative (Person Responsible for the Contract) of travelers constituting an organization or group shall obtain consent from the travelers themselves regarding the handling of personal information. The personal information obtained will be used to contact the customer, to provide information on products and services of companies affiliated with our Company, and will be provided within the scope necessary for travel arrangements and other procedures to transportation and accommodation facilities, insurance companies, souvenir shops, etc.

We also ask for personal information of a contact person for the customer during the Tour in case of illness or accident. This personal information will be used if we determine it necessary to contact the contact person when the customer suffers illness, etc. The customer shall obtain the consent of the contact person to provide his/her personal information to our Company.

27. Others

(1) Expenses arising from personal guidance or shopping requested by the customer from the tour escort, etc., expenses associated with the customer's injury or illness, expenses associated with the recovery of lost items due to the customer's carelessness, and expenses required for arrangements for separate activities shall be borne by the customer.

(2) For the customer's convenience, we may guide you to souvenir shops; however, purchases shall be made at the customer's own responsibility.

(3) Under no circumstances will we re-implement the Tour.

(4) By participating in our Agent-Organized Tour, customers may be eligible for airline mileage services; however, inquiries and registration regarding such services shall be made by the customer directly to the relevant airline. If, due to a change of airline used, the customer can no longer receive such services as planned, we shall assume no responsibility under Articles 19(1) and 23(1).

(5) Use of air tickets, accommodation services, meal services, admission tickets, etc., arranged under the Tour Contract for profit-making purposes, or unauthorized transfer or resale to third parties, is strictly prohibited. If we judge that profit-making acts or similar acts are recognized, we may cancel the Tour Contract without notice.

(6) Matters not provided for in these Terms and Conditions shall be governed by our Standard General Conditions of Travel Agency Business (Agent-Organized Tour Contract Section). If you wish to receive our Standard General Conditions, please contact our Company.