

# Tour Conditions (Setouchi Cruise, Inc.)

## 1. Purpose of Tour Conditions

These tour conditions shall become a part of the explanatory documents of the terms and conditions stipulated in Article 12-4 and the contract documents stipulated in Article 12-5 of the Travel Agency Act.

## 2. Agent-Organized Tour Contracts

- (1) This is a tour that Setouchi Cruise, Inc. [1364-6, Urasaki-cho, Onomichi, Hiroshima, 720-0551, Travel Agency No registered by the governor of Hiroshima Prefecture. 2-445] (hereinafter referred to as the "Company") plans and carries out and the clients who participate in this tour are required to conclude an agent-organized tour contract (hereinafter referred to as "Tour Contract") with the Company.
- (2) The Company undertakes to provide tour arrangements and itinerary management so that clients can have travel services including transportation/accommodation provided by transportation/accommodation providers (hereinafter referred to as "Tour Services") in accordance with the tour itinerary determined by the Company.
- (3) The terms and conditions of the Tour Contract are comprised of, the brochure, these tour conditions, the final documents called as the final itinerary handed over before departure (hereinafter referred to as the "Final Tour Itinerary") and the section of the agent-organized tour contract in the standard terms and conditions of tour contracts of the Company (hereinafter referred to as the "Company Terms and Conditions").

## 3. Application for Tour and Time of Entry into Effect of Contract

- (1) When applying, it is required to provide the necessary information together with the application deposit provided in the brochure to the Company or our tour sales agents described in the "tour sales agent offices" section (hereinafter collectively referred to as the "Companies"). For our operational reasons, it may be required to fill the necessary information in our special form or the dedicated window. The application deposit will be used towards payment of the tour price, cancellation fee or penalty. The Tour Contract comes into effect when the Companies agree to the conclusion of the contract and receives the application deposit.
- (2) (a) The Companies may accept reservation applications for Tour Contracts by telephone, mail, facsimile and other means of communication. In such cases, the contract does not come into effect at the time of the reservation. Clients are required to confirm the contents of the application and pay the application deposit within 3 days counting from the day after the day when the Companies notify the client of acceptance of the reservation. If the client does not pay the application deposit within this period, the Companies treat such application as void.  
(b) In the case of reservations made over the internet, it is required to pay the application deposit within the period set by the Company. If the client does not pay the application deposit within this period, the Companies treat such application as void.
- (3) The Tour Contract comes into effect when the Companies receive the application deposit as specified in Paragraph (2) in the case of an application by phone and when the Companies send a notice of acceptance of the Tour Contract with the client after the payment of the application deposit in the case of an application by mail or facsimile. Even in the case of an application by telephone, mail, facsimile or other means of communication, when a Communications Contract is made, the contract comes into effect as specified in Article 24 (3).
- (4) When a person responsible for the contract as a representative of an organization or group applies for a tour, the Companies shall regard the representative as having all authorization to conclude or cancel the contract.
- (5) A person responsible for the contracts shall provide the Companies with lists of the names of members by the date specified by the Companies.
- (6) The Companies shall not assume any obligations or responsibilities which arose in the past or will arise in the future and are owed by the person responsible for the contracts to group members.
- (7) In case the person responsible for the contract does not accompany the group, the Companies will regard one of the members appointed by such person in advance as the person responsible for the contract after the tour departure.

The tour price (per person)	Less than JPY 60,000	JPY 60,000 or more and less than JPY 100,000	JPY 100,000 or more and less than JPY 150,000	JPY 150,000 or more
Application deposit	From JPY 30,000 to the tour price	From JPY 50,000 to the tour price	From JPY 70,000 to the tour price	50% or more to the tour price

## 4. Conditions for Application

- (1) It is required that passengers to be at least 15 years of age at the time of departure. In addition, clients under 18 years of age must be accompanied by a guardian.
- (2) The Company may refuse participation if the client's age, qualifications, skills or other conditions which the Companies specify do not conform to those designated for tours aimed at specific client categories or purposes.
- (3) The Company may refuse participation if the Company finds that the client is a member of an organized crime group, a related person of an organized crime group or part of any other anti-social forces.
- (4) The Company may refuse participation if the client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to transactions with the Companies.
- (5) The Company may refuse participation if the client defames the reputation or interferes with the business of the Companies by spreading rumors, using fraudulent means or resorting to force.
- (6) Clients who require special attention due to general ill-health, equipment uses such as wheelchairs, pregnancy or physical handicaps, food or animal allergies, accompanied by assistance dogs, and clients who accompany the client stated here must advice the Company of this when applying for the tour. (In case that a client became these conditions after applying for the tour, please inform the Company as soon as possible.) The Company will contact the client, so please request necessary arrangements during the tour in detail.
- (7) In case of requests in Paragraph (6), the Company will respond to such requests to the extent feasible and reasonable. To respond to such requests, the Company may ask the client's conditions and necessary arrangements, or request to submit the Company a request form.
- (8) The Company may request the clients to be accompanied by an escort or a companion, to submit a medical certificate by doctors, or to change a part of the itinerary to ensure safe and smooth operation of the tour. In addition, when the Company cannot make arrangements requested by the clients, the Company may refuse the application of the tour contract, or cancel the Tour Contract. The cost of special arrangements that the Company take for the clients in accordance with the clients' requests shall be in principle borne by the clients.
- (9) In the cases of Paragraphs (6), (7) and (8), when necessary, the Company shall notify the client within one week in principle of, in the cases of (1) and (2), the application submission date and of, in the case of (6), (7) and (8), the date advised by the client.
- (10) If the Company determines that the client needs a medical diagnosis or treatment by a physician due to illness, functional disease or other reasons during the tour, the Company may take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
- (11) Independent activities of the client's own preference during the tour shall not be permitted in principle. However, the Company may, depending on the tour package, accept such activities under separate conditions.
- (12) The Company may refuse a client's participation if the Company determines that the client threatens to embarrass other participants or interfere with the collective activities of tour participants.
- (13) The Company may also refuse a client's participation for tour operational reasons.

## 5. Special Arrangement Regarding Waiting Status

In the event that the Company is unable to conclude a Tour Contract for the client's requested tour due to lack of availability or other reasons, and the client specifically requests it, the Company can make a special arrangement with the client (hereinafter referred to as the "Waiting Contract") to enter into a Tour Contract with the client as soon as the Company is able, according to the following conditions.

- (1) If the client wishes to wait, the Company shall confirm the duration the client can wait for the Company's response (hereinafter referred to as the "Waiting Period") before asking the client to submit an application and deposit an amount equivalent to the tour price. The Tour Contract is not concluded at this point, and the Company does not promise that a Tour Contract will be concluded in the future.
- (2) The Company shall hold the amount equivalent to the tour price in Paragraph (1) as a deposit and notify the client if it becomes possible to conclude a Tour Contract. The deposit will be applied to the tour price once the client agrees to the conclusion of the Tour Contract.
- (3) The Tour Contract will enter into force when the Company has applied the deposit to the tour price in accordance with Paragraph (2).

- (4) In the event that the Company is unable to conclude the Tour Contract within the Waiting Period, the Company shall notify the client to that effect and refund the entire amount of the deposit.
- (5) If the Company receives a request from the client to cancel the special arrangement during the Waiting Period before the Company responds that it agrees to the conclusion of the Tour Contract, or if the client does not accept the conclusion of the Tour Contract when the Company notifies the customer in accordance with (2) of this paragraph, the Company shall refund the entire amount of the deposit to the customer. In this case, the Company will not charge a cancellation fee even if the client's request to cancel the special arrangement or the refusal of the conclusion of the Tour Contract is made during the period subject to cancellation fees.
6. Delivery of Contract Documents and Final Tour Itinerary
- (1) Promptly after a Tour Contract is concluded, the Company shall provide the itinerary, the tour conditions including the Tour Services and the contract documents referring to the responsibilities of the Company. Contract documents are comprised of the brochure and these tour conditions, etc.
- (2) To supplement the contract documents mentioned in Paragraph (1), the Company shall provide a Final Tour Itinerary stating confirmed information in relation to the meeting time, meeting place, relevant transportation provider and relevant accommodation provider, at latest no later than 7 days prior to the tour departure date. Provided, however, that if an application is made on or after 7 days prior to the day before the tour departure date, the Company may provide it on the departure date.
7. Payment of Tour Price
- The tour price shall be paid no later than on the 30th day counting back from the day before the departure date of the tour. If an application is made on or after the 30th day counting back from the day before the departure date of the tour, the tour price shall be paid before departure and by the date designated by the Company.
8. Tour Price
- (1) The tour price is indicated for each tour. Clients are asked to confirm the tour price based on the departure date and the number of participants.
- (2) The "tour price" shall be the basis for calculating the "application deposit" stipulated in Article 3, the "cancellation fee" stipulated in Article 14 (1), "penalty charge" stipulated in Article 14 (3) and "compensation for changes" stipulated in Article 23. The "Tour Price" in advertisements or brochures shall be calculated as follows: "basic tour price (or standard tour price)" + "additional charges" - "discount amounts".
9. Included in the Tour Price
- (1) The tariff and charge of the transportation providers expressly stated in the tour itinerary, accommodation costs, meal expenses, beverage expenses (some menus are not complimentary), admission fees, entrance fees and consumption tax and other taxes.
- (2) Other amounts as included in the tour price in the brochure. Even when these expenses are not fully incurred due to the client's personal preferences, those amounts shall not be refunded in principle.
10. Not Included in the Tour Price
- Charges and expenses other than those specified in the preceding Article are not included in the tour price such as:
- Medical expenses and other expenses due to diseases, domestic travel insurance costs;
  - Laundry, telegrams, telephone, additional meals and drinks, any other expenses of a personal nature, tax, and service charges incidental to them;
  - Onboard paid services;
  - Transportation charges and accommodation fees between arrival / departure point and the client's home.
11. Revision of Tour Contract
- If the following occur: natural disasters, wars, riots, suspension of Tour Services rendered by transport/accommodation providers, governmental orders, provision of transportation services not based on the original operational plan, or other circumstances beyond the Company's control, the Company may, even after conclusion of the Tour Contract, revise its itinerary and Tour Services when it is avoidable in order to conduct safe and smooth tour operation after the Company promptly explains to clients the reasons why such events are beyond the Company's control and the causal connection with the event. However, said explanation may be made after revisions in emergency circumstances.
12. Change in Tour Price
- The Company will not change the tour price, additional charges or discount prices after the conclusion of the Tour Contracts except in the following cases:
- (1) If the tariff and charges of the transportation providers used for the tour are revised considerably out of the range of those ordinary expected due to drastic changes in the economic conditions, the Company may revise its tour price in accordance with increases or reductions in transportation tariff and charges for the tour accordingly. If the tour price is increased, the Company shall notify clients on no later than the 15th day counting back from the day before the tour departure;
- (2) In the event transportation tariff and charges are drastically reduced as provided in Paragraph (1), the Company shall reduce the tour price accordingly in accordance with Paragraph (1);
- (3) In the event the itinerary changes and the costs for tour operation decrease, the Company shall reduce the tour price accordingly;
- (4) In the event the itinerary changes in accordance with Article 11 and the travel costs for tour operation (including cancellation fees, penalty charges or other charges which have already been paid or need to be paid later for Tour Services which have not been provided due to a change in the contract) increase, except for cases where the services are provided but the contract has changed because of a shortage of seats, rooms or other facilities relating to the transportation or accommodation facilities, the Company shall change the tour price accordingly; and
- (5) If the Company specifies that tour prices are dependent on the number of participants in the transportation and accommodation and there is a change in the number of participants due to reasons beyond the Company's control after the conclusion of the Tour Contract, the Company shall change the tour price within the range as specified in the tour documents.
13. Change of Tour Participant
- A client who has entered into a Tour Contract may, with the Company's consent, transfer its status in the contract to a third party. In this case, the clients shall fill in the required information in the form provided by the Company and submit it to the Company. At the time, the clients shall pay a handling charge for the change of participant determined by the Company. (If an air ticket is already issued, the Company may separately charge the cost of re-issuance.) This transfer of status in the contract shall become valid upon the consent of the Company and the transferee of the status in the Tour Contract shall hold all rights and assume all obligations in relation to the Tour Contract. The Company may reject such change if transportation or accommodation providers would not accept the change or for any other reason.
14. Cancellation Fees
- (1) If a client cancels the tour for personal reasons after the conclusion of the Tour Contract, the client shall pay the cancellation fees described below and clients remaining in the tour shall pay the balance of additional per room costs associated with the change in number of participants.
- (2) If a client fails to pay the tour price by the due date, the Company will consider that the client has cancelled the Tour Contract as of the day following the due date, and the client shall pay a penalty equal to the amount of the cancellation fees.
- (3) If a client changes the departure day or a part of the itinerary such as the tour package or any transportation or accommodation due to his/her personal preferences, the Company shall consider this a cancellation of the entire tour and the Company shall charge the cancellation fees specified by the Company.

Time of cancellation	Cancellation charge
21 days prior to the starting date of the tour	No charge
20 days to 8 days prior to the starting date of the tour	20% of tour price
7 days to 2 days prior to the starting date of the tour	30% of tour price
1 day prior to the starting date of the tour	40% of tour price
prior to the starting date of the tour	50% of tour price
After day of departure, or In case of failure to show without notice	100% of tour price

15. Cancellation before Departure

(1) Cancellation by Client

- ① The client may cancel the Tour Contract at any time if they pay the Company the cancellation fee as stipulated in the Article 14 (Cancellation Fees). The time of cancellation in the table is based on the date within the business hours of the Company or other agent that the client requests cancellation.
- ② In any of the following cases, the clients may cancel the Tour Contract without paying a cancellation fee.

- a. When the contents of the Tour Contract have been changed. However, such changes shall be limited to the cases listed in the left side of the table in Article 23 and other material cases;
  - b. When the tour price is increased in accordance with Article 12 (1);
  - c. Safe and smooth tour operation becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation/accommodation providers, governmental orders or other causes;
  - d. When the Company has not delivered the Final tour Itinerary described in Article 6 (2) to the client by the date specified therein; or
  - e. When tour operation becomes impossible due to reasons attributable to the Company.
- ③ The Company shall refund the remaining amount of the received tour price (or application deposit) after deducting the cancellation fees specified by the Company when the Tour Contract is cancelled in accordance with Paragraph (1) 1. If the application deposit is not enough to cover the cancellation fee, the Company will charge the difference separately. When the Tour Contract is cancelled in accordance with Paragraph (1) 2, the Company shall refund a full amount of the received tour price (or application deposit).
- (2) Cancellation by Company
- ① When the client does not pay the tour fee by the date described in Article 6, the Company shall cancel the Tour Contract. In this case, the client shall pay the same amount of penalty charges as the cancellation fee prescribed in the Paragraph (1) ①.
  - ② In any of the following cases, the Company may cancel the Tour Contract:
    - a. When it becomes apparent that the client does not satisfy the gender, age, qualification, skill or other requirements specified by the Company in advance for participation in the tour;
    - b. When the client is found to be a person described in Article 4 (3) through (5);
    - c. When the client is recognized as unfit to participate in the tour due to illness, absence of a necessary helper or for other reasons;
    - d. When the Company considers that the client may cause trouble for the other participants, or might otherwise interfere with the smooth operation of the group activities;
    - e. When the client makes demands beyond the reasonable scope of the details in the contract
    - f. When the minimum number of participants as stipulated by the Company in the brochure has not been reached. In such cases, the Company shall notify the clients of tour cancellation on no later than the 13th day prior to the day preceding the tour departure date;
    - g. Safe and smooth tour operation of the tour itinerary as specified in the brochure becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes.
    - h. When the Communication Contract is about to be executed, and the client is unable to settle in whole or in part, the liability related to his or her tour price, etc. as stipulated in the card membership rules of the Affiliated Company.
  - ③ When the Company cancels the Tour Contract in accordance with Paragraph (2) ①, it shall refund the tour price (or application deposit) already received after deducting the applicable penalty charges. When the Company cancels a Tour Contract in accordance with Paragraph (2) ②, the Company shall refund a full amount of the tour price (or application deposit) already received from the client.
16. Cancellation After Departure
- (1) Cancellation by Client
- ① When the client leaves the tour group for personal reasons, the Company shall consider it a forfeiture of contractual rights and shall not make any refund.
  - ② If certain Tour Services cannot be provided as described in the brochure or the final confirmation due to reasons not attributable to the client, the client may cancel the contract relevant to such Tour Services not provided without paying any cancellation fees.
  - ③ In the case of Paragraph (1) 2, the Company shall refund the amount relevant to the Tour Services which are not provided. Provided, however, that if such event is caused by reasons not attributable to the Company, the Company shall refund the remaining amount after deducting the cancellation fee, penalty charges or other expenses for the relevant Tour Services which have already been paid or will have to be paid.
- (2) Cancellation by the Company
- ① The Company may cancel a part of the Tour Contract after the Company explains to the clients in the following cases:
    - a. When the Company considers that the client is unable to continue the tour owing to illness, absence of a necessary helper or other reasons;
    - b. When the client is found to be a person described in any of Article 4 (3) through (5);
    - c. When the client disobeys the instructions of the Company through the tour conductor or other person to conduct safe and smooth tour operation, or disturbs the order of group activities of tour participants by violence or menace towards these people or those accompanying them or jeopardizes the safe and smooth operation of the tour; and
    - d. When the tour cannot continue due to war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes beyond the Company's control.
  - ② Effect of Cancellations and Refunds
 

If the Company cancels the Tour Contract in accordance with Paragraph (2) ① above, the cancellation fee or penalty charges or other charges which have already been paid or have to be paid to service providers of the Tour Services which have not been rendered due to cancellation of the contract, if any, shall be borne by the client. The Company shall refund the expenses for Tour Services which have not been rendered to the client after deducting the cancellation fee or penalty charges or other charges which have already been paid or will be paid to Tour Service providers.
  - ③ When the Company cancels the Tour Contract in accordance with Paragraph (2) ① a. or d., the Company shall, at the client's request and expense, make necessary arrangements to return the client to the point of departure.
  - ④ When the Company cancels the Tour Contract in accordance with Paragraph (2) ①, the contractual relationship between the Company and the client shall be rescinded but not with retroactive effect. The Company's obligation in relation to the Tour Services that have been rendered to the client shall be deemed to have been validly fulfilled.
17. Refund of Tour Price
- (1) When the Company owes any liability to refund to a client in cases such as "tour price reduction in accordance with Article 12 (2), (3) or (5)", or "if either the client or the Company has cancelled the Tour Contract in accordance with Article 14 through 16", the Company shall make said refund within 7 days counting from the day after cancellation, in the case of a refund arising from cancellation before departure, and within 30 days counting from the day after the tour ends, as stipulated in the brochure in the case of a reduction in the tour price or refund due to cancellation after tour departure.
  - (2) Paragraph (1) shall not prevent clients or the Company from claiming compensation for damages in accordance with Article 19 (Liability of the Company) or Article 21 (Liability of Clients).
  - (3) Clients shall be required to request the refund at the tour sales office where they applied for the tour within 30 days from the planned tour departure day.
  - (4) All tour coupons already provided are required to be submitted when requesting a refund after the provision of tour coupons. Otherwise, the Company may not be able to make a refund of the tour price.
18. Tour Conductors
- A tour conductor shall not accompany the tour. Guntū's crews provide the service on board.
19. Liability of the Company
- (1) In performing its obligations under the terms of its Tour Contract for an agent-organized tour, if the Company causes damage to clients through willful misconduct or negligence of the Company or the Company's agent, the Company shall be liable for such damage. However, this only applies if the notification is made to the Company within 2 years counting from the day following the occurrence of the damage.
  - (2) In principle, the Company shall not be liable for damage incurred by clients as stipulated in Paragraph (1) above caused by the following events:
    - (a) natural disaster, war, riot and alteration or cancellation of a tour itinerary due to such events;
    - (b) accidents during transportation or accommodation, damage by fire;
    - (c) cessation of services rendered by transportation or accommodation providers, and alteration or cancellation of tour itinerary due to such events;
    - (d) orders of governments, isolation resulting from infectious diseases, and alteration or cancellation of tour itinerary due to such events;
    - (e) accidents during the clients' free activities;
    - (f) food poisoning;
    - (g) theft; or
    - (h) delays, stoppages, changes of schedule and route by transportation providers, and alteration of tour itineraries and/or shortened stays at destinations due to such events.
  - (3) Notwithstanding the notification period of the damage as provided in Paragraph (1), the Company shall compensate for damage to baggage as provided in Paragraph (1) only when said damage is reported within 14 days counting from the day after the occurrence of such damage. The compensation shall be, regardless of the amount of the damage, up to a maximum of 150,000 yen per person (except for cases where the Company committed willful misconduct or gross negligence).
20. Special Indemnification
- (1) Regardless of whether or not the Company is liable as mentioned in the preceding Article (1), in accordance with the Company's Special Rules for Compensation of the Company Terms and Conditions, the Company shall pay compensation for death (15 million yen), compensation for permanent physical injuries (up to 15 million yen), cost of hospitalization (20,000 - 200,000 yen), cost of hospital visit (10,000 - 50,000 yen) and compensation for damage to baggage (up to 100,000 yen per item of baggage or pair of items and up to 150,000 yen per person for one agent-organized tour), for specific damage incurred by the clients' body, life or baggage, arising from sudden and accidental occurrence during an agent-organized tour.



- (2) Notwithstanding Paragraph (1), a day when no Tour Services included in an agent-organized tour organized by the Company are provided shall not be considered as a day during an agent-organized tour unless otherwise mentioned in the relevant brochure.
- (3) The Company shall not pay compensation or cost as stipulated in Paragraph (1) when damage suffered by clients during an agent-organized tour results from the client's willful misconduct, driving while intoxicated and/or ill, or dangerous sports and activities such as mountain climbing (using mountain-climbing equipment such as ice axes, crampons, climbing rope hammers), luge, bobsledding, skydiving, hang-gliding, ultra-light plane flying (motor-driven hang-gliding, microlight planes, ultra-light planes), gyro-plane flying which are not included in the agent-organized tour and are engaged in during the client's free time. Provided, however, that this is not applicable when these activities are included in the itinerary of the agent-organized tour.
- (4) The Company shall not pay compensation for damage for exempted items listed in the Company Terms and Conditions such as cash, securities, credit cards, coupons, airplane tickets, passport, driver's licenses, visas, deposit receipts (including handbooks and bank cards), other data and similar items, contact lenses.
- (5) In cases where the Company is liable for compensation as stipulated in Paragraph (1) and compensation for damage as stipulated in the preceding Article, when any one of the liabilities is met, both liabilities shall be regarded as met to the extent of the amount paid.

## 21. Liability of Clients

- (1) The client shall be liable to the Company for damage suffered arising from the client's willful misconduct, negligence, illegal conduct or conduct against public order and good manners, or breach of the Company Terms and Conditions.
- (2) Clients are required to make every effort to utilize information provided by the Company and to understand the details of the Tour Contract of the agent-organized tour including the rights and obligations of clients to conclude the agent-organized tour contract.
- (3) After the departure of the tour, if a client finds that the Tour Services provided are different from that specified in the contract documents, in order for the client to receive Tour Services smoothly as provided in the contract documents, clients are required to report the discrepancy promptly at the local destination to the tour conductor, conciliator, local assistant guide, providers of Tour Services or the tour sales store where the application was made.
- (4) The Company may take necessary measures if the Company considers that a client during the tour needs treatment due to illness or injuries or being in a condition requiring protection. In this case, if the Company is not responsible for such causes, the client shall bear all costs for such treatment and shall pay for such costs by the means and date designated by the Company.
- (5) If the client loses the travel coupons provided by the Company, the client shall bear the cost and charges of transportation service providers to reissue said coupons. The tariffs and charges shall be the amount decided by such transportation service providers.

## 22. Optional Tour and Provision of Information

- (1) In relation to the application of Article 20 (Special Indemnification) to a separate agent-organized tour arranged and operated by the Company with a separate participation fee targeted at clients who are participating in an agent-organized tour of the Company (hereinafter referred to as an "Optional Tour"), the Company shall treat it as part of the main agent-organized tour contract. We specify in the brochures relating to Optional Tours that "the organizer is the Company".
- (2) If it is stated in the brochure that the Optional Tour is operated by a company other than the Company, the Company shall pay the compensation for or cost of damage suffered by clients during the Optional Tour in accordance with Article 20 (Special Indemnification) (provided, however, that this does not apply to cases where the date of the Optional Tour is not on the arranged date of the main agent-organized tour and also such is clearly mentioned in the brochure and the final documents). The responsibility of the tour operator of the Optional Tour and of the clients are all governed by the terms and conditions of such tour operator.
- (3) Where the Company lists possible sports in its brochures merely for the purposes of providing information, the Company will clearly indicate this. In this case, the special indemnification provision of Article 20 shall apply to damage suffered by clients caused during the possible sports (provided, however, that this does not apply to cases where the date of the Optional Tour is not on the arranged date of the main agent-organized tour and also such is clearly mentioned in the brochure and the final documents). However, other than that, the Company shall not be responsible for any liability.

## 23. Itinerary Booking Guarantee

- (1) Should material changes occur in the contents of the contract as stated in the left-hand column of the following table (except for changes mentioned in 1 through 3 below), the Company shall pay to the clients for compensation for changes by multiplying "tour prices" provided in Article 8 by the rate indicated in the right-hand column of the table within 30 days counting from the day after the tour ends. Provided, however, that if it is apparent that the Company is liable in accordance with Article 19 (1) in relation to such changes, the Company shall pay the amount not as compensation for changes but as either a portion or full amount of compensation for damage.
  1. The Company shall not pay compensation for changes due to the following reasons (however, the Company shall pay compensation for changes if such changes are caused by a shortage of seats, rooms or other facilities of the transportation or accommodation service providers, even when such services are provided):
    - (a) bad weather and natural disasters, which hinder the tour itinerary; (b) war; (c) riots; (d) governmental orders; (e) suspension of Tour Services involving transportation or accommodation service providers such as cancellation, interruption, or cessation; (f) provision of transport services different from the original schedule; owing to delays or changes in operation schedules; and (g) necessary measures to secure tour participants' lives and bodies.
  2. If a change occurs because of the cancellation of the Tour Contract in accordance with Articles 15 and 16, the Company shall not pay compensation for changes.
  3. If the order of the Tour Services provided in the brochure changes but such services are provided to the clients during the tour, the Company shall not pay compensation for changes.
- (2) Notwithstanding Paragraph (1) above, the maximum amount of compensation for changes paid by the Company per one organized Tour Contract shall be limited to the "tour price" stipulated in Article 7 multiplied by 15%. If payment of compensation for changes to one client is less than 1,000 yen per one Tour Contract, the Company shall not pay such compensation for changes.
- (3) The Company may pay compensation by providing goods or services equivalent to compensation money with clients' consent instead of paying the compensation for changes or for damage in cash.

● The amount of compensation for changes = the following rate per change multiplied by tour price

Changes for which the Company shall pay compensation for changes		If clients are notified by a date prior to tour departure	If clients are notified after tour departure
1	Change in tour departure or end date specified in tour brochure or final documents	1.5%	3.0%
2	Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in tour brochures or final documents	1.0%	2.0%
3	Changes in equipment of transportation facilities or down grade of the facilities as stated in tour brochures or final documents to those of lower cost (only when the total price of the grade and equipment of the facilities after change become less than those stated in the brochure or final documents)	1.0%	2.0%
4	Changes in types of the transportation facilities or the transportation company as stated in tour brochure or final documents	1.0%	2.0%
5	Change to other flight involving a change of domestic airports for departure or arrival of the tour stated in the tour brochures or the final documents	1.0%	2.0%
6	Change in the international flights stated in the tour brochures or the final documents from direct flight to connecting flight or flight with stops	1.0%	2.0%
7	Change in accommodation facilities or the name of the accommodation providers as stated in the tour brochures or the final documents	1.0%	2.0%
8	Change in type of rooms, facilities, views of accommodation as stated in the tour brochures or the final documents	1.0%	2.0%
9	Among the changes in items (1) through (8) above, the matters included in the tour title as stated in the tour brochures or the final documents	2.5%	5.0%

Note 1: In the event that changes occur between the details as set forth in the brochure and those in the final documents, or between the details set forth in the final documents and the actual Tour Services provided, each change shall be considered as one change.

Note 2: With regard to the changes set forth in (9) above, compensation rates set forth in (1) through (8) shall not apply, and the compensation rate set forth in (9) shall apply.

Note 3: For transportation facilities, one change shall be deemed as one change per ride or ship; for accommodation facilities, one change per overnight stay; and for other tour services, one change per item.

Note 4: In the event that multiple changes set forth in (4), (7), and (8) occur per ride or ship or per overnight stay, such changes shall nevertheless be deemed as one change per ride or ship, or as one change per overnight stay.

Note 5: In the event that the transportation facilities set forth in (3) and (4) accompany usage of accommodation facilities, changes shall be deemed as one change per overnight stay.

Note 6: For company name changes in transportation facilities as set forth in (4) and name changes in accommodation facilities as set forth in (7), this only means the cases where the facilities themselves change.

Note 7: Changes to a higher grade or facilities is not the case described in (4) above regarding company name changes made to transportation facilities.

Note 8: The grade of accommodation facilities is based on a list prescribed on the contract documents when the client has concluded a Tour Contract.

#### 24. Communication Contract

The Companies may accept an application for the tour from a card holder (hereinafter referred to as a "Card Holder") of a credit card issued by the Company or credit card companies with which the Company have an alliance (hereinafter referred to as "Affiliated Companies") under the condition that the tour price and cancellation fee may be paid without the Card Holder's signature ("Communication Contract"). The terms and conditions of the Communication Contract are different from the usual terms and conditions of the tour in the points below. (Some travel sales agents may not be able to deal with such applications. Also, the type of cards acceptable will depend on the relevant travel sales agent.)

- (1) "Card Use Day" means, in this Article, the date when the Card Holder or the Company pays the tour price or other amount or refunds debts in accordance with the Tour Contract.
- (2) When applying, the credit card number and card expiration date and other matters must be notified to the Companies.
- (3) Tour Contracts by way of Communication Contracts are concluded, in the case that the acceptance notice of conclusion of the Tour Contract from the Companies is sent by mail, when the Companies send such notice and, in the case that the Companies provide notice of acceptance by electronic means such as telephone or e-mail, when such notice reaches the client.
- (4) The Companies shall receive the payment of the "tour prices described in the brochure" and the "cancellation fee as provided in Article 14" by a credit card issued by the Affiliated Companies without a signature of the Card Holder on the prescribed slip. In this case, the Card Use Day for the tour price shall be the day when the contract enters into effect.
- (5) When a client cancels a contract, the Companies shall refund the amount of the tour price less the amount of the cancellation fee within 7 days (30 days in the case of a reduction or cancellation after tour departure) counting from the day after the cancellation request date, which shall be the Card Use Day.
- (6) If payment by the credit card presented by the Card Holder cannot be made due to credit reasons, the Companies shall terminate the Communication Contract and the Client must pay to the Companies the tour price in cash by a date which the Companies separately specifies. If the client is not able to pay by the due date, the client shall be charged a penalty equivalent to the cancellation fee described in Article 14 (1).

#### 25. Subscription to Domestic Travel Insurance

If a client is injured during a tour, treatment costs, transportation costs and other expenses may be high. In the case of an accident, compensation claims for damages against the assailant and the collection of compensation may be very difficult. To secure these, it is recommended that clients take out sufficient travel insurance themselves. For details, please consult the sales staff of the store at which the client applied to the tour.

#### 26. Handling of Personal Information

- (1) When clients apply for tours, the Companies obtain the clients' personal information described in the Companies' application form. Clients may choose which personal information to provide to the Companies at their own discretion but the Companies may not be able to accept an application or request of a client if all or part of the personal information is not provided and the Companies cannot contact the client or carry out the necessary procedures to arrange and provide the Tour Services. The (general) tour handling officer described in the column of "tour sales agent offices" handles the personal information provided on behalf of the personal information handling officer.
- (2) The Companies use the personal information obtained in accordance with the preceding Paragraph to contact clients and use such information to the extent necessary for the process of arranging the Tour Services and receiving such services for the tour applied to by the client and provide such information to the transportation and accommodation providers described in the brochure and insurance companies and arrangement agent by electronic means. In addition, the Companies may use the clients' personal information (1) for news in relation to the Companies or Affiliated Companies' products or services or campaigns, (2) to request opinions and impressions after tour participation, (3) to request the completion of a questionnaire, (4) to offer VIP services and (5) to formulate statistical documents.
- (3) The Company may entrust part or the entire handling of the personal information provided in accordance with Paragraph (1) to other companies in relation to the tour conductor services or reference services at the airport. In this case, the Company shall choose such companies to entrust based on the Company's criteria and only entrust the personal information after first concluding a non-disclosure agreement.
- (4) The Company may jointly use with its group companies the minimum information necessary for contacting clients such as names, addresses, phone numbers, e-mail addresses from the clients' personal information held by the Company. Such group company may use the personal information for the marketing of each company, simplification of the application system for clients, guidance with regards to matters such as entertainment and shipment of products purchased. Please refer to the Company's privacy policy website (<https://guntu.jp/privacypolicy>) for information on contact for disclosure, correction, or deletion of the clients' personal information as well as our group companions that share and manage your personal information.
- (5) The Company may provide the clients' personal information held by the Company to souvenir shops for convenience of shopping by clients at the travel destination or elsewhere. In this case, the Company provides the personal information in relation to clients' names, passport number and flight boarding numbers by sending them via electronic means in advance. If the client wishes to prevent this provision of personal information, please inform the relevant tour sales office in charge by departure.

#### 27. Reference Date of Tour Conditions and Prices

The reference date of the tour conditions and tour prices are based on May 1, 2022.

#### 28. Others

- (1) The client shall bear the expenses incurred when he/she asks a tour conductor for the personal accompaniment or shopping, costs arising from his/her injury or illness, expenses incurred from the collection of lost baggage or articles left behind owing to personal negligence, as well as charges incurred by independent activity.
- (2) The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by the Company. The Company will not accept any exchange or return of products.
- (3) If clients consent to the system that airlines may ask for clients to voluntarily board an airplane other than the originally scheduled airplane (flex traveler system) and actually board other airplane not chartered by the Company, the Company shall be deemed to have fulfilled its obligation of arrangement and itinerary management and the Company shall have no responsibility for the liabilities of itinerary guarantee and special indemnification relating to such change.
- (4) Under no circumstances the Company shall re-conduct a tour.

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