

## Travel Terms (Agent-organised packaged holidays within Japan)

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

### 1. Agent-organised packaged holidays contract

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

### 2. Travel application and contract conclusion period

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

Expenses levels	Deposit (amount per person)
Travel expense: 60,000 JPY or more	From 20,000 JPY to the total travel expenses
Travel expense: 30,000 to 60,000 JPY	From 10,000 JPY to the total travel expenses
Travel expense: 30,000 JPY or less	From 5,000 JPY to the total travel expenses

Please consider the amounts on this chart as the full travel expenses amounts. Please refer to the brochure of any time-limited or special course campaign for specific information about those special campaigns.

(6) "Waiting" special agreements

If the holiday package for which a customer has sent the Company an application is at the time of application unavailable for reasons such as a fully-booked package so much so the Company cannot sign a Travel Agreement, and if the customer wishes it, the Company can agree on signing a special agreement (hereafter referred to as "Waiting status"), following the above conditions, which enables the Company to sign a Travel Agreement as soon as possible:

- a. If a customer wishes to apply for the Waiting status, the customer shall send the Company the application form and application fee after the Company has confirmed the period the customer will have to wait for its reply (hereafter referred to as "Waiting period"). At this point, no Travel Agreement is signed between the Company and the customer and this Waiting status does not constitute any guarantee a Travel Agreement can be signed between the parties.
- b. The Company will keep the application fee in (a.) as a deposit. As soon as a Travel Agreement can be signed between both parties, the Company shall allocate the deposit to the travel application fee when the Company announced to the customer it agrees to conduct a Travel Agreement with the customer.
- c. The Travel Agreement is regarded as concluded from the moment when the Company announces to the customer it agrees on the Agreement as stipulated in (b.). (However, if this announcement is proceeded electronically, the contract is regarded as concluded from the moment when the customer receives the announcement.)
- d. If the Company cannot conclude a Travel Agreement within the Waiting period, it shall reimburse the full amount of the deposit to the customer.
- e. If the customer announces to the Company his/her will to terminate the Waiting status during the Waiting period before the Company announced it agreed on a Travel Agreement, the Company shall reimburse the full amount of the deposit to the customer. In this instance, the Company shall not require any cancellation fee even if the cancellation request from the customer is sent within the period when cancellation fees are applicable.

(7) If the Companies are not able to get in contact with the customer before the end of the Waiting period as stipulated in (6), the Company may cancel the corresponding booking, even if a booking could have been made. In such cases, the Company shall reimburse the full amount of the deposit to the customer.

(8) When a person representing a group of customers applies to the Companies' services, the Companies shall regard him as having all the rights regarding the conclusion and also cancellation of the Travel Agreement. Such representative shall communicate to the Companies a list of all participants within the group of customers he/she represents by the day determined by the Companies. The Companies are in no way responsible for any current or foreseeable obligation the representative has towards the participants in the list. In addition, in the event the representative does not join the travel with the group he/she represents, the Companies will consider all participants in the group previously communicated as bearing responsibility after the start of the travel.

### 3. Conditions for application

- (1) Minors at the time of application shall also submit as a rule a letter of consent from their parents or legal guardian.
- (2) The Company may ask minors of less than 15 years of age at the time of departure to be accompanied by a parent or legal guardian.
- (3) The Company reserves itself the right to refuse any application according to its rules regarding customers who do not fulfill the age, skills or knowledge requirements to participate to specific travels targeting a specific type of customers.
- (4) Customers who need special attention shall specifically mention it in the application. This applies to customers with health issues, customers who require the assistance of specific tool such as a wheelchair or who are physically disabled, customers who have a food or animal allergy, expecting mothers or customers may be pregnant, customers requiring a service dog (dog for the optically challenged, hearing assistance dog, partner dog) (the customer shall also mention if one of the above became applicable after the holiday contract is concluded).
- (5) In the event the Company receives any application as described in (4), the company will do its best to a feasible and reasonable extent. The Company may thus ask the customer questions about his/her state and the equipment he/she needs and also ask the customer to mention these in writing.
- (6) In order to ensure safe and smooth holidays, the Company put extra condition on the customers such as: asking a caregiver or a companion to accompany the customer; it may also require submitting a medical certificate, or it may modify a part of the holiday programme. Also, in the event the Company cannot prepare the necessary equipment for the customer, it may refuse the Travel Agreement application or cancel the Agreement. In addition, any costs incurred by the any necessary special equipment shall be bared by the customer.
- (7) If during the course of the travel the customer gets ill or is injured and the Company decides the customer needs to get medical advice from a physician or needs to get medical treatment, the Company may take necessary measures. All costs related to taking those measures shall be bared by the customer.
- (8) As a rule, no customer can plan their own schedule during the course of the travel. However, if conditions are fulfilled, and depending on the programme taken, this may be possible.
- (9) For certain reasons, if the customer wishes to separate ways, the customer shall inform the Company if he/she intends to rejoin the programme, and, if yes, he/she shall inform the company the day and time he/she will do so.
- (10) The Company reserves itself the right to refuse the application of any customer who disturbs the well-being of other customers or the well-going of group activities.
- (11) The Company reserves itself the right to refuse the application of any customer once it has been confirmed that the customer is linked to any violent organisation, or is himself/herself part of such an organisation or any other anti-social organisation.
- (12) The Company reserves itself the right to refuse the application of any customer who executes any act of physical or verbally intimidating violence in regards to violent or unreasonable claims against the Companies.
- (13) The Company reserves itself the right to refuse the application of any customer who obstructs the performance of duties of the Companies or damages the reputation thereof by spreading rumors or by using of fraudulent means or force.
- (14) Also, the Company reserves itself the right to refuse applications depending on operation-related circumstances.

#### **4. Issuance of Agreement Documents and confirmation document (final schedule plan)**

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

#### **5. Travel expenses**

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

#### **6. Payment of the travel expenses**

The travel expenses shall be fully paid before the 21st day prior to the departure day. In the event the customer applied after the 21st day preceding the day before the departure day, the payment shall be settled before the deadline set by the Company. However, for special programmes or time limited campaigns, please refer to the instructions on the corresponding brochure.

## **7. Information included in brochures regarding the travel expenses**

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

## **8. Information not included in brochures regarding the travel expenses**

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

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

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

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

## **10. Amendments to the travel expenses**

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

- (A) If the transportation fare/prices of the transportation company are substantially revised compared to its usual pricing due to economic conditions, the Company shall amend the travel expenses according to that pricing difference. If such a price amendment occurs, the Company shall inform the customer thereof at least 15 days before the day preceding the departure day.
- (B) If the transportation fare was reduced for the reasons in (A), the Company shall reduce the travel expenses accordingly following the rules in (A).
- (C) The travel expenses shall be reduced in the event the holidays content have been amended and the costs needed to cover the holidays dropped.

(D) If the travel content has been amended due to any reasons mentioned in 9. and the costs needed to cover the holidays either increased or dropped, the Company shall increase or reduce the travel expenses accordingly, except in the event the transportation Company or the accommodation provider are over booked (no seat or room available) even though the services are being provided.

(E) The Companies shall modify the travel expenses depending on the destination mentioned on the brochure, in the event the Company mentions on the Travel Agreement that the travel fee differs depending on the number of people using the services of the transportation and accommodation companies, etc., if the number of persons using the services changes regardless of the reason attributable to the Company after the conclusion of the Travel Agreement.

#### 11. Change of customers

- (1) Customers may appoint another person as the recipient of the Travel Agreement provided that the customer received the authorisation from the Company. In such a case, the appointed person shall fill out a specific form provided by the Company and pay an administrative fee of 10,000 Yen per person to the Company.
- (2) The change of customer shall be effective once the Company has authorised the change and the administrative fee has been duly received by the Company. The appointed person in (1) has to agree to all rights and duties that go with becoming the recipient of the Travel Agreement.

#### 12. Cancellation right of the customer (prior to the departure)

- (1) The customer can at any time after the conclusion of the Travel Agreement mentioned in 2. cancel the travel. However the Companies shall accept such cancellation request only within their respective business days/hours. The customer shall therefore pay attention to check those business hours at the time of the travel application.
  - (A) Travel programmes not included in (B)

Cancellation deadline	Cancellation rates (per person)
(B) 8 <sup>th</sup> day following the 20 <sup>th</sup> day (10 <sup>th</sup> day for 1 day trips) prior to the day preceding the departure day	20% of the travel expenses
(C) From the 7 <sup>th</sup> day preceding the day before departure until 2 days prior to the departure day	30% of the travel expenses
(D) The day prior to the departure day	40% of the travel expenses
(E) The day of departure	50% of the travel expenses
(F) No show, contact or after the departure day	100% of the travel expenses

(B) Programmes that involve reserved ships  
Please refer to the cancellation rates regarding the corresponding ship (see the brochure).

- (2) In the following cases, the customer can cancel the Travel Agreement without paying cancellation fees:
  - (A) In the event of an Agreement amendment. However, this is limited to cases in which the amendment involves important items not mentioned in the table of clause 23 of this terms and conditions document.

(B) The travel expenses have been increased following the rules set in clause 10

(A).

(C) In the event of natural calamity lands, warfare, discontinuation of the travel services from the transportation and accommodation Companies, Authorities orders etc. or other reasons that would make impossible or extremely difficult to assure the safety and a smooth running of the travel.

(D) In the event the travel cannot take place as planned on the Travel Document due to a reason liable to the Company.

- (3) If a Travel Agreement is cancelled following the items in (1), the Company shall reimburse the travel expenses (or application fee) already received minus the applicable cancellation rate. Also, if a Travel Agreement is cancelled following the items in (2), the Company shall reimburse the full amount of the travel expenses (or application fee) already received.
- (4) If there is a programme or departure day modification due to the customer's circumstances, the cancellation fees mentioned in (1) are applicable for the cancellation of the originally scheduled holidays.

### **13. Cancellation right of the customer (after the departure)**

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

### **14. Cancellation right of the Company (prior to the departure)**

- (1) If the customer does not pay the travel fee by the deadline specified in paragraph 6, the Company shall deem that the customer is not willing to take part in the trip and shall cancel the Travel Agreement the day after the due date. In this case the customer shall pay a penalty fee equal to the cancellation fee specified in paragraph 12.
- (2) In the following cases, the Company may cancel the Travel Agreement prior to the start of the travel by explaining the cancellation reason to the customer.
- (A) When it turns out that the customer does not satisfy the gender, age, qualifications, skills or other conditions for joining the holidays previously specified by the Company in advance.
- (B) When the Company acknowledges that the customer cannot sustain him/herself during the holiday due to an absence of a caretaker required for his/her illness or for any other reason.
- (C) When the Company acknowledges that the customer may trigger any inconvenience towards other customers or impede the smooth proceeding of the group travel.
- (D) When the Company acknowledges there is an unreasonable level of burden on the contract contents.
- (E) When the customer turns out to be part of an organised crime group, a gang member, a violent group member, or any other antisocial forces.

(F) When the number of customers does not reach the minimum number of persons stated in the brochure etc. In this case, the Company shall inform the customer of the holidays cancellation by the 13th day (3rd day in the case of a day trip) preceding the day before the departure date.

(G) When travel prerequisites that the Company has specified in advance are not met as for instance a lack of snowfall for a ski trip, or when the possibility the prerequisites will not be met are is extremely high.

(H) When it is impossible or when it is extremely likely to be impossible to assure a safe and smooth travel schedule as stated in the Agreement Document due to natural disasters, warfare, riots, discontinuation of travel services from transportation and accommodation companies, orders of the Authorities or other events not involving the Company.

- (3) When the Company cancels the Travel Agreement for reasons mentioned in (1), the Company shall refund the travel expenses or application fee already paid by the customer deducted from the penalty fee. When canceling the travel contract for reasons mentioned in (2), the Company shall refund the full amount of the travel expense or application fee already paid by the customer.

#### **15. Cancellation right of the Company (after the departure)**

- (1) In the following cases, the Company may cancel some agreements in the Travel Agreement even after the departure.

(A) When the customer cannot bear the continuation of the trip due to some illness or the absence of necessary carers or due to any other reason.

(B) When the actions of any tour guide or other accompanying staff hinder the safe and smooth implementation of the holidays, such as a violation of the Company's instructions, violence or intimidation against customers or other persons related to the travel.

(C) When the customer turns out to be part an organized crime group, a gang member, a violent person, or other antisocial forces.

(D) In the event it is impossible to continue the holidays due to cancellations of travel services not involving the Company's will such as natural disasters, warfare, riots, transportation and accommodation companies services cancellations, orders of the Authorities or any other reasons not involving the Company's will.

- (2) Cancellation effect and reimbursement

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

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

#### **16. Reimbursement of the travel expenses**

- (1) According to the provisions of paragraphs 10, 12, 13 (2), 14 and 15, in the event money shall be reimbursed to the customer, the Company shall reimburse the corresponding amount within 7 days following the next day of the cancellation day in the when the cancellation occurs prior to the departure. The Company shall reimburse the corresponding amount within 30 days following the next day of the last travel date mentioned on the holidays contract in the event of a price reduction or a cancellation after the departure.



- (2) The provision of (1) does not preclude the customer or the Company from exercising the right to claim indemnities pursuant to the provisions of paragraphs 20 and 24.

**17. Return arrangement after Agreement cancellation**

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

**18. On itinerary management and tour guides**

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

**19. The Company instructions**

From the beginning to the end of the travel, the customer shall act as part of the group, and shall follow the instruction of the Company (including tour guides, on-site staff members and local agents) except during the allocated free time in the

schedule in order to guarantee a safe and smooth travel. If the customer troubles the order of the group and thus hinders the safe and smooth implementation of the travel, the Companies may cancel the Travel Agreement even in the midst of the travel.

## **20. The Company's responsibility**

- (1) In the event the customer suffers any damage or loss due to any negligence or incident from the Company or any local agents damages, the Company shall provide compensation to the customer accordingly. This shall only be valid if the customer notices the Company within 2 years from the day following the damage or loss. As for damage caused to hand luggage, the Company shall provide compensation (provided the Company does not suffer from any damage or serious negligence) if the customer notices to the Company within 14 days from the day following the damage with a maximum limit of 150,000 yen per customer.
- (2) The Company or local agent cannot be held responsible as mentioned in (1) for any damage to the customer not involving the Company or the local agent as in the following cases, except in cases in which there is evidence of liability of the Company or the local agent.
  - (A) Natural disaster, war, riot or any change to the travel schedule caused by one of these or any travel interruption.
  - (B) Any interruption of travel services provided by transportation and accommodation companies or any change in the travel schedule triggered by any of these or any holidays interruption
  - (C) Any order from the Authorities, restrictions on entry and departure from foreign countries, isolation due to infectious diseases, etc., any change to the travel schedule triggered by one of these or any travel interruption
  - (D) Any accident occurred during some free time
  - (E) Food poisoning
  - (F) Theft
  - (G) Delay, discontinuity, schedule modification, route change, etc. by transportation companies, etc., or any change to the travel schedule triggered by one of these or any reduction in the stay time at destination.

## **21. Special compensations**

- (1) If a customer participating in a packaged holidays carried out by the Company suffers any physical injury due to an accident during the aforementioned travel, the Company shall pay compensation to the customer or legal heir in case of death for injuries indirect injuries in the form of hospitalisation fees and for hospital visit to any visitor to the injured customer in accordance with the "Special Compensation Rules" found on a separate document. Here are the respective amounts that shall be paid: 15,000,000 JPY in case of death, 10,000 JPY to 50,000 JPY for visiting the customer in hospital depending on the number of visiting days and 20,000 yen to 200,000 yen depending on the number of hospitalisation days. Also, if any belongings suffered damage, the Company shall pay compensation according to the "Special Compensation Rules". Compensation for such damages is limited to 150,000 JPY per customer. However, the maximum compensation limit for one item is 100,000 JPY. However, we do not compensate cash, credit cards, valuables, magnetic disks or any other items specified in Article 18, Paragraph 2 of the "Special Compensation Rules".
- (2) The Company shall not pay compensation in the event that the damages during the travel are due to the customer's will or any behaviour not included as part of the travel, such as the act of breaching the law intentionally, the driving without any

license, the drink and drive attitude, diseases. Dangerous activities such as sky diving during free activities, boarding hang gliders, boarding super lightweight motors (motor hang gliders, microlight machines, ultra light machines, etc.), boarding gyroscopes, etc. falling under Article 3, Article 4 and Article 5 of the "Special Compensation Rules" (1), shall not be compensated by the Company. However, this is not the case when any such activity is originally included in the travel schedule.

- (3) Whenever the Company clearly communicates that no services are provided by the Company on a specific day no compensation shall be paid to the customer for any damage occurred on that day. This is also valid for instances where the customer withdraws from the packaged holidays without prior notification to the Company and without notifying the Company when the customer will return (date and time), or when the customer withdraws from the holidays without communicating any scheduled return; the Company shall not compensate the customer from the time of withdrawal until the time of return or from the time of withdrawal onwards respectively.
- (4) With regards to injury / damage mentioned in (1), when the Company assumes the responsibility under paragraph 20 (1), compensation for (1) will be applied to part (or all) of the damages.
- (5) Even in cases where the Company has to compensate following (1) and also needs to fulfill its obligation to compensate for damages according to paragraph 20, only one of the two rules will be applicable. When one of the two is observed the other one will be regarded as fulfilled as well.

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

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

## **23. Itinerary Guarantee**

- (1) In the event that an important change in the content of the Agreement listed in the left column of the next table occurs, the Company shall compensate the change with the amount listed in the right column multiplied by the travel end date. The Company shall pay within 30 days. However, if the change falls under (A) (B) (C) (D) below, the Company shall not compensate.
- (A) In the case it is clear that the change was triggered by the following (provided, however, that although services are being provided, seats, rooms and other transportation and accommodation services, etc. are over-booked).
- a. Natural Disasters Land Including Adult Disorder that affects the travel Itinerary
  - b. War
  - c. Riot
  - d. Any order from the Authorities
  - e. Canceled, interruption, discontinuation of travel service providers such as transportation and accommodation facilities during the travel, etc.
  - f. Provision of transportation services not in accordance with the initial operation plan such as delay, transportation schedule change
  - g. Measures necessary for securing life or body safety of travel participants
- (B) When our responsibility under the provisions of paragraph 20 is clear.
- (C) When it is a change relating to the portion canceled in case the travel contract is canceled under the provisions of paragraphs 12, 13, 14 and 15.
- (D) Even if the order receiving provision of travel services described in brochures is changed, when you can receive the provision of the travel services while travelling.

Changes for which the Company shall compensate	Compensation amount = travel expenses x one of the rates below	
	Before departure time	After departure time
<input type="checkbox"/> Change the travel starting date or the travel ending date set forth in the Contract documents	1.5%	3.0%
<input type="checkbox"/> Change in facilities described in the Agreement (including restaurants), destinations and other travel	1.0%	2.0%
<input type="checkbox"/> If the transportation class or equipment is of a cheaper value compared to those mentioned in the Agreement (only if the total value of those transportation class and equipment is lower than those originally mentioned in writing on the Agreement)	1.0%	2.0%
<input type="checkbox"/> Change in the type of transportation company or in	1.0%	2.0%

the company name stated in the Agreement document		
<input type="checkbox"/> Changes to different flights at the departure airport within Japan as mentioned in the Agreement document or at the return airport at the end of the travel	1.0%	2.0%
<input type="checkbox"/> Changes to connecting flights or indirect direct flight between Japan and foreign countries as mentioned in the Agreement document	1.0%	2.0%
<input type="checkbox"/> Change in the type or name of the accommodation institution mentioned on the Agreement document	1.0%	2.0%
<input type="checkbox"/> Change in the type of rooms, facilities, landscape and other room conditions stated on the Agreement document	1.0%	2.0%
<input type="checkbox"/> Among the changes listed in each of the preceding points, any change in items mentioned in the tour title on the Agreement document	2.5%	5.0%

Remarks:

- 1) "Before the start of travelling" refers to changes notified to the customer by the day before the travel start date and "after the start of travelling" refers to changes notified to the customer on or after the start of the travel.
- 2) In the event that a confirmation document is handed over, this table will still apply by simply replacing "Agreement document" with "confirmation document". In this case, when some change was made between the content in the Agreement document and the content of the final document, or between the content of the confirmation document and the content of the travel service actually provided, these shall be regarded and handled as one and the same case.
- 3) If the transportation company also provides accommodation services and falls under any change listed in points 3 or 4, these transportation / accommodation cases shall be regarded and handled as one and the same per night.
- 4) Changes to the transportation company name in regards to item 4 are not applicable when a change results in the use of a higher transportation class or higher equipment grade.
- 5) Even if two or more changes listed in points 4, 7 or 8 are made for one transportation or one stay, the changes shall be regarded and handled as one and the same case per transportation or per night respectively.
- 6) Points 1 to 8 shall not be applied if point 9 is. However this depends on the nature of point 9.

- (2) Regardless of the provision (1) above, the amount to be paid as compensation by the Company shall be the maximum amount for each customer multiplied by 15% for the travel expenses per Travel Agreement. In addition, the Company shall not pay for compensation if the compensation amount is less than 1,000 JPY per customer and per Agreement.
- (3) The company may compensate the customer in the form of providing the customer with equal or higher value goods or services instead of monetary compensation if the customer gives his/her agreement.
- (4) If the Company's liability is clearly involved under the provisions of paragraph 20 after the Company has paid compensation of (1), the customer shall return the compensated amount for the applicable change to the Company. In this case, the Company shall pay the remaining balance amount of damages incurred and the amount the customer has to return to the Company.

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

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

#### **25. Communication agreement**

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

application by phone or by any other communication means. The Company shall issue a notice to confirm it has approved the conclusion of the agreement.

(C) "Card use day" in the communication agreement shall be the date on which the member and the Company perform the payment or compensation obligation of the travel expenses. For travel expenses payments, the date shall be the agreement conclusion date, and for compensation obligations, the date shall be the day on which the cancellation notification was made.

## **26. Miscellaneous**

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

## **27. Travel conditions · Travel expenses standard**

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

## **28. Business settlement guarantee and bond guarantee**

The company is a guaranteed member of the Japan Travel Agency Association. Customers who have entered into a Travel Agreement with the Company but could not receive payment from the Company and received liabilities due to time delay following the conclusion of the Agreement and according to the Agreement, shall as a rule benefit from the Business settlement guarantee system. In addition, we are also a bond guaranteed member of the Japan Travel Agency Association. Customers who have entered into a Travel Agreement with the Company and who face circumstances such as those mentioned above and who could not receive payment on the grounds that the aforementioned maximum payment limit was exceeded, the Japan Travel Agency Association may as a rule make payment to the customer until the amount reaches a predefined specific amount under the Association's bond security system.

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

- (1) The Company and the travel agency mentioned in the brochure under the "Contracted agency" field (hereafter mentioned as the "contracted agency") (both entities are hereafter mentioned as "the companies") shall use the personal information contained in the travel application form handed out at the time of the application process, such as the customer's name and family name, address among other contact information, passport number and the relevant flight number to

contact the customer. This information shall also be provided to the relevant transportation / accommodation companies (information regarding the main transportation / accommodation companies are mentioned in the confirmation document sent to the customer according to the schedule mentioned on the brochure and by the day mentioned on the separate Agreement document), insurance companies and souvenir shops in electronic format in advance to the extent this information is necessary to set up and benefit from the services provided by the relevant transportation / accommodation companies (hereafter mentioned as "preparations"), to prepare all insurance related administrative work done by the insurance company in order to secure fees arising from contractual duties mentioned on the Travel Agreement and from possible accidents, and to guarantee shopping convenience for the customer when shopping in souvenir shops. The customer shall agree to such personal data provision at the time of application.

- (2) In addition to this, the Companies may use the customer's personal information to present travel products and services necessary for travelling such as travel insurances from affiliated companies, to present some of the Companies' product campaigns, to conduct surveys post travel to collect the customers' impressions and thoughts, to deliver specific services, to analyse the market in order to provide in the future better products and to create statistical documents.
- (3) The Company requires the contact information of a person to contact in Japan in case of injury or illness during the travel or in case there is a substantial change made to the travel schedule due to the weather, etc. The Company shall use this personal information whenever it decides the contact person in Japan needs to be informed of an injury or sickness or when there is a substantial change made to the travel schedule of the customer or for any other relevant reason. The customer needs to obtain the agreement of the contact person in Japan regarding such personal information provision.
- (4) In addition to the above, please refer to the information available in one of the Company's location or on the website (<http://www.mwt.co.jp>) to know more about the Company's policy on handling personal information. Also, please check out by yourself the policy of contracted companies in regards to the handling of personal information.