

Tour Conditions

Tour Terms and Conditions (Agent-Organized Tour within Japan)

This document is a part of the explanation of the Terms and Conditions of the transaction in accordance with Article 12-4 of the Travel Agency Act and the Contract Document in accordance with Article 12-5 of the aforementioned Act.

1. Agent-Organized Tour Contract

- (1) The tours are planned and implemented by Meitetsu World Travel, Inc. (2-14-19 Meiekiminami, Nakamura-ku, Nagoya, Aichi, Licensed by the Japan Tourism Agency in accordance with the provisions of the Travel Agency Law Registration Number 55. Hereinafter referred to as "the Company".) The customers who will be participating in the tour will be concluding an Agent-Organized Tour Contract (hereinafter referred to as the "Tour Contract") with the Company.
- (2) "Domestic Tour" refers exclusively to tours within Japan.
- (3) The contents and conditions of the Tour Contract are based on the conditions of the brochures and other documents, the Confirmation Document (Final Itinerary) to be delivered prior to the departure date, and the Standard General Conditions of Travel Agency Business Agent-Organized Tour Contract Part. Please contact the Company for the copy of the Standard General Conditions of Travel Agency Business of the Company.
- (4) The Company will arrange transportation, accommodation, and other travel-related services (hereinafter referred to as "Travel Services") provided by the transportation and accommodation facilities in accordance with the itinerary arranged for the customer and undertaking the management of the itinerary. The Company does not provide Travel Services firsthand.

2. Tour Application and Date of Contract Conclusion

- (1) All tour application shall be submitted with a designated application form together with application fee as stipulated in (5), either to the Company or the licensed travel agencies stipulated by the Travel Agency Act (hereinafter referred to as "the Company").
- (2) The Company may also accept applications for Tour Contracts by means of communication such as telephone, mail, facsimile, and internet. In this case, the

contract will not be concluded at the time of application. Please complete the application process as in (1), within 3 days from the day after the day the Company notices the customer with the consent of reservation. As for the specified period and the specified tours, the conditions are stipulated in accordance with each brochure.

- (3) The Tour Contract with the customer will be concluded when the Company accepts application and application fee is confirmed. In case the application is made by telephone, mail, facsimile, internet and other means of communication, the conclusion of the electronic contract will be following the provisions of Paragraph 25(2) (b).
- (4) The Company will consider any application as if there was no application in case the customer did not submit the application fee within the period defined in (2).
- (5) Please make application fee per person of the following at the point of making an application. The application fee will be considered as a part of or all of the "Tour Price", "Cancellation Fee", and "Penalty Fee".

Tour Price	Application Fee per Person
Tour Price of 60,000 JPY or more	From 20,000 JPY to the total of the tour price
Tour Price from 30,000 to 60,000 JPY	From 10,000 JPY to the total of the tour price
Tour Price of 30,000 JPY or less	From 5,000 JPY to the total of the tour price

*The Tour Price in this table refers to the "Tour Prices Eligible for Payment".

*For any specified period and specified tour, please refer to each brochure and information.

- (6) Special Provision regarding handling of Waiting Lists

In case the Company is not able to conclude the Tour Contract at the time of application for the applied tour, due to full bookings or other reasons, and provided that the customer specifically requests to, the Company may conclude a Special Provision with the customer to have the Tour Contract concluded on conditions at the point the Company is able to conclude a Tour Contract with the customer as follows (hereinafter referred to as "Waitlisted"):

- (a) At the request of the customer to be Waitlisted, after the affirmation of the period that the customer is able to wait for the answer for opening from the Company (hereinafter referred to as "Waiting Period"), please have the application form and price equivalent to application fee submitted to the Company. The Tour Contract is not concluded at this point, nor will the Company be committed to ensuring that the contract to be concluded in the future.

- (b) The Company will hold the price equivalent to application fee in (a) as “deposit”, and at the point that the Tour Contract is able to be concluded with the customer, the Company will apply the deposit as application fee for the tour concurrently with notifying the customer the consent of the conclusion of the Tour Contract.
 - (c) The Tour Contract will be considered enacted at the point when the customer receives the notice of the consent of the conclusion of the Tour Contract by the Company, as in (b).
 - (d) The Company will refund deposit in full amount to the customer when the consent of the conclusion of the Tour Contract is not possible within the Waiting Period.
 - (e) The Company will refund the full amount of the deposit to the customer provided that the customer requests cancellation of being Waitlisted before the Company answers with the consent of the conclusion of the Tour Contract within the Waiting Period. In this case, even when the request for cancellation to be Waitlisted from the customer is within the period that cancellation fee applies, the Company will not accept the cancellation fee.
- (7) In case the Company is not able to contact the customer within the Waiting Period as in (6), the Company is able to cancel the corresponding application, even when the application is able to be concluded. In such case, the deposit will be refunded to the customer in full amount.
- (8) In case a Tour Application is applied by the representative of an organization or a group, the Company will be deemed that the representative has all rights regarding the conclusion and cancellation of the contract. The representative is requested to submit a name list of the group members to the Company by the date designated by the Company. The Company is not liable for any debts or obligations against the group member that are currently owed or expected to be incurred by the representative. In addition, when the representative is not going to be accompanying the group, the member appointed by the representative will be deemed to be the representative after the start of the tour.

3. Conditions for Tour Application

- (1) In principle, minors at the time of application are requested to submit a letter of consent from parents or legal guardian.
- (2) Minors under 15 years of age at the time of departure may be subjected to the conditions to be accompanied by a parent or legal guardian by the Company.
- (3) For tours for the specific group of passengers or tours with a specific purpose, the Company may refuse applications in case the age, qualifications, skills, or other conditions do not meet the conditions specified by the Company.

- (4) In case the customer is in poor health conditions, using wheelchairs or other equipment, with physical or mental disorders, have food allergies or animal allergies, is pregnant, are possibly pregnant, are traveling with assistance dog (a guide dog, a hearing dog or a service dog), or in need of special consideration, please notify the Company that special considerations are required at the time of application. (In case one of these conditions occurs after the conclusion of the Tour Contract, please consult the Company immediately.) The Company will be following up with the customer regarding these cases afterwards, so please notify the Company specifically about the measures required to be taken during the tour.
- (5) In case the application in the preceding issue is received, the Company will comply with the application to a possible and reasonable extent. Regarding this case, the situation and the required measures of the customer may be asked or may be requested to submit in writing.
- (6) For the safe and smooth implementation of the tour, the Company may be subjected to the conditions to be accompanied by caregiver or companion, to submit a medical certificate by a doctor or make partial changes in itinerary. When the required measures are not able to be met, the application for the tour may be declined, or the Tour Contract may be cancelled. As for the arrangements for the special conditions of the customer by request, will be at expenses of the customer in principle.
- (7) When the Company determines that the customer is in need of being diagnosed or be treated by a doctor due to illness, injury, or other cases during the tour, the Company may take necessary measures. All related expenses will be at the expense of the customer.
- (8) In principle, no customer is able to take separate actions. However, depending on the tour, this condition may be accepted under special conditions.
- (9) The customer must inform the Company in the case the customer requests to take separate action during the tour under the circumstances of the customer, and the intention of returning to the tour or not, and the day and time and other information on whether the customer intends to return to the tour.
- (10) On condition that the customer has any behavior or statement in a rude or outrageous manner to the other tour members or interferes with the smooth operation of the tour as a group, the Company may reject the application of the tour.
- (11) In case the customer turns out to be part of an organized criminal group, a gang member, a member of the violent group, or any other antisocial forces, the Company may reject the application of the tour.

- (12) On condition that the customer has performed acts in violent demands, acts in unreasonable demands, acts in threatening conduct or acts of violence in relation to business transactions, or any similar acts against the Company.
- (13) On condition that the customer circulates false information, acts of using fraud or using forces to discredit the Company or interfere with the business, the Company may refuse the application.
- (14) On other legitimate business reasons of the Company, the Company may refuse the application.

4. Delivering Contract Document and Determinate Document

- (1) At the point of the conclusion of the Tour Contract, the Company will promptly deliver the tour itinerary, Tour Service in details and other tour conditions and the written documents regarding the matters of the responsibility of the Company (hereinafter referred to as "Determinate Document"). This Tour Terms and Conditions document and brochures and other documents, receipt for Tour Prices Eligible for Payment, Determinate Document (Final Itinerary) will be a part of the Contract Document.
- (2) Confirmed tour itinerary, flight number of the aircraft, name of the train and name of the accommodation facility, and Confirmation Document (Final Itinerary) stating meeting place, time and other information will be delivered by the day before the departure day at the latest. In case the tour was applied from 7 days counting from the day preceding the departure day, the Determinate Document will be delivered by the departure day. Additionally, the information regarding the arrangements will be responded to at the request of the customer even before the delivery period.
- (3) The scope of management of the obligation of the tour service arranged by the Company is as specified in the Determinate Document (Final Itinerary).

5. Tour Prices Eligible for Payment

- (1) "The Tour Prices Eligible for Payment" (hereinafter simply referred to as "Tour Price".) is total of "Prices mentioned in the brochures and other documents" and (A) "Additional Fees", deducted from (B) "Reductions". "Tour Price" is the amount standard for calculating "Application Fee", "Cancellation Fee", "Penalty Fee", and "Compensation for Modification".
- (2) "Additional fees" and "Reductions" specified on the brochures and other documents by the Company are referred to as following:
 - (A) Additional fees
 - a. An additional fee for single rooms, at the request of the customer or on condition that the Company specifies that the shared room is not acceptable.

- b. An additional fee for "Upgrades" for upgrading the hotel or room and other upgrades.
- c. An additional Fee for "Green Cars Fare (Upgrade)" and other trains, upgrade class change in seats used for aircraft or other means of transportation.
- d. An additional Fee for changing from "Plans without Meals", "Plans without Sightseeing" and other standard plans which are considered standard, to "Plans including Meals", "Plans including Sightseeing" and other plans with options.
- e. An additional Fee for "Extend Stay Plan" and other plans to extend the stay.
- f. An additional Fee for any other "___ Plan", or "___ Additional Fee" mentioned in the brochures or other documents.

(B) Reductions

- a. "Triple Room" and other reduction rates, on conditions that three or more persons to stay in one room.
- b. "Child Rate" and other reduction rates regarding age and other conditions.
- c. Other "___ Reduction Rate" and reduction rates stated in the brochures and other information.

6. Payment of the Tour Price

The tour price must be fully paid by the 21st day counting from the day preceding the departure date. In case the customer applied for the tour after the 21st day counting from the day preceding the departure date, the payment must be made by the date prior to the departure day designated by the Company. As for specific periods or specific tours, please refer to the brochures accordingly.

7. Items included in the "Tour Price on the brochures and other documents"

(1) The following items specified in the itinerary are included.

(However, the items specified in the itinerary as "at the responsibility of the customer" are excluded.)

- (A) Air, sea, rail and other travel costs for transfer (classes vary with each tour).
- (B) Prices for sightseeing, such as bus fare, tour guide and entrance fees.
- (C) Accommodation fees, tax and service charges.
- (D) Meals, tax and service charges.
- (E) Tips during group activities.
- (F) Tour Conductor (in case the tour is accompanied by a tour conductor).
- (G) Other items specified in the brochure and other documents.

(2) In principle, prices mentioned in (1) will not be reimbursed by the customer even on condition that a part of the services included in the tour is not taken under the circumstances of the customer.

8. Items not included in the “Tour Price on the brochures and other documents”

Items that are not mentioned in Section 7 are not included. Below are a few examples.

- (A) Transportation or accommodation fees from home to the meeting place or from the dismissal place to home.
- (B) Excess baggage charge (Weight, capacity or number of baggage exceeding the regulations)
- (C) Laundry service, telegraph and telephone charge, gratuity for the hotel staff and additional charge for extra food or other expenses of the personal nature, as well as taxes and service fee accordingly.
- (D) Medical fees in the event of injuries or illness.
- (E) Prices for “Optional Tour” for optional tours and other tours conducted on the spot for the customers willing to participate.
- (F) Any additional charges mentioned in brochures or other documents as “ ____ Tour” or “Additional charge for ____”.
- (G) Passenger Facility Charges (except those mentioned in the brochure and other documents).

9. Amendments to the Travel Agreement

Regardless of the conclusion of the Travel Agreement, when the Company is unavoidable to ensure the safe and smooth operation of the tour due to natural disasters, conflicts, riots, suspension of provision of travel services such as transportation and accommodation facilities, Government Orders, transportation service not in accordance with the initial itinerary, or other reasons beyond the control, the Company will immediately explain clearly to the customer in advance the reason that the Company is not able to be involved in the matter and the consequence, and that the Company will amend the itinerary, contents of the travel service, or the other contents of the Travel Agreement. In case of emergent unavoidable change, the Company will have the case explained after the amendment.

10. Amendments of the amount of Tour Price

The Company will not amend the tour price after the conclusion of the Tour Contract excluding the following cases:

- (A) In case the fares / charges of the transportation company have substantially revised from the price usually expected due to economic conditions and other conditions, the Company shall amend the travel expenses according to the

difference. In case of amendment, the Company shall inform the customer by at least 15 days counting from the day preceding the departure date.

- (B) In case the transportation fare is reduced for the reasons in (A), the Company shall deduct the travel expenses accordingly by following the rules in (A).
- (C) In case the tour details have been amended, and the cost for the implementation of the tour is reduced, the difference will be deducted from the tour price.
- (D) In case the tour details have been amended consequentially to Section 9 and the cost for the implementation of the tour has increased or decreased accordingly, excluding cases that the facilities were unavailable (commonly being overbooked) although the Travel Service is taking place, the Company shall amend the tour price accordingly to the amended difference.
- (E) In case the Company states in the Contract Document that the tour price will vary depending on the number of persons using the transportation, accommodation and other facilities, and if the number of persons changes for reasons the Company is not able to be involved in the matter and the consequence, after the conclusion of the tour contract, the tour price will be amended accordingly to the brochures and other document.

11. Replacement Customer

- (1) The customer may appoint another person as the recipient of the Tour Contract to the extent authorized by the Company. In such case, the appointed person shall fill out a specific form provided by the Company and make a payment of handling charge of 10,000 JPY per person (excluding tax) to the Company.
- (2) The replacement of the customer shall be effective provided that the Company has authorized the replacement and a handling charge of (1) is confirmed by the Company. The appointed person in (1) shall take over all privileges and obligations of the recipient of the Tour Contract.

12. Cancellation Rights of the Customer (Prior to Departure)

- (1) The Customer may cancel the Tour Contract at any time after the conclusion of the Tour Contract in Paragraph 2 with payment of the following cancellation charge. However, the request for cancellation will be admitted within the business days and business hours of the Company. Therefore, please also check for yourself for the business days and business hours and other information when applying for the tour.

Cancellation Deadline	Cancellation Charges (Rates per person)
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(A) From 20 days (10 days for day trips) to 8 days, counting from the day preceding the departure date	20% of the Tour Price
(B) From 7 days to 2 days, counting from the day preceding the departure date	30% of the Tour Price
(C) The day prior to the departure date	40% of the Tour Price
(D) The day of departure	50% of the Tour Price
(E) After departure or no participation without notice (No-show)	100% of the Tour Price

*Specific periods and specific tours are subject to each brochure and other information.

(2) In the following cases, the customer may cancel the Tour Contract without payment of cancellation charges:

- (A) In case the agreement is amended. However, this is limited on condition that the amendment is listed in the left column of the table in Paragraph 23 or other issues of greater significance or consequence.
- (B) In case the travel expenses increased following the rules set in Section 10 (A).
- (C) In case of natural disasters, conflicts, riots, suspension of provision of travel services such as transportation and accommodation facilities, Government Orders, or for other reasons, to ensure the safe and smooth operation of the tour is not possible or extremely likely not to be possible.
- (D) In case the Company fails to provide the customer with a Determinate Document by the deadline set forth in Paragraph 4 (2) (by the day before the departure day of the tour, on condition that the application for the tour is made on or after 7 days counting from the day preceding the departure date of the tour, by the date of departure of the tour).
- (E) In case the travel is not able to take place as planned on the Itinerary of the Contract Document due to any reason liable to the Company.

(3) In case the Tour Contract is cancelled following the items in (1), the Company shall reimburse the travel expenses (or application fee) already received, minus the applicable cancellation charges. Also, in case the Tour Contract is cancelled following the items in (2), the Company shall reimburse the full amount of the travel expenses (or application fee) already received.

(4) In case the customer changes the itinerary or departure date under circumstances of the customer after the conclusion of the Tour Contract, the reservation will be cancelled and rearranged, consequently, subjected to cancellation charges of (1).

13. Cancellation Rights of the Customer (After Departure)

- (1) In case of a cancellation or a temporary withdrawal of Tour Contract due to the circumstances of the customer after departure, the case will be considered waived and there shall be no reimbursement.
- (2) In case the customer is unable to receive the travel service according to the itinerary, due to reasons that are not attributable to the customer, the customer is able to cancel the Tour Contract for the part that is unable to be provided regarding the provision of tour services. In this case, the Company will refund the Tour Price, after deducting the cancellation fee, penalty fee, or other nominal expenses paid or to be paid by the Company to the Transportation and Accommodation Facilities, and other facilities providing the services.

14. Cancellation Rights of the Company (Prior to Departure)

- (1) In case the customer did not make payment of the tour price by the deadline specified in Paragraph 6, the Company shall deem that the customer is not willing to take part in the tour and shall cancel the Tour Contract the day after the deadline. In this case the customers shall pay a penalty fee equal to the cancellation charges specified in Paragraph 12.
- (2) In the following cases, the Company may cancel the Tour Contract prior to departure by explaining the reason for cancelling to the customer.
 - (A) In cases where it becomes known that the customer does not meet the conditions required of tour participants, such as sex, age, qualifications, skills, and other qualifications as specified by the Company beforehand.
 - (B) In cases where the customer is considered unable to participate in the said tour due to illness, the absence of a necessary aide/helper or other causes.
 - (C) In cases where the customer is likely to cause trouble to other customers or interfere with the smooth implementation of the tour as a group.
 - (D) In cases where accommodating the customer is burdensome and exceeds the responsibility provided for in the Contract Content beyond a reasonable extent.
 - (E) In cases the customer turns out to be part of an organized crime group, a gang member, a violent group member, or any other antisocial forces.
 - (F) In cases the number of customers does not reach the minimum number of persons stated in the brochure and other documents. In this case, the Company shall inform the customer of the cancellation of the tour by 13 days (3 days in the case of a day trip) counting from the day preceding the departure date.

- (G) In cases where travel prerequisites that the Company has specified in advance are not met, for instance a lack of snowfall for a ski trip, or when the possibility the prerequisites will not be met are extremely high.
 - (H) In cases where it is impossible or when it is extremely likely to be impossible to ensure a safe and smooth tour schedule as stated in the Tour Contract 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) In cases the Company cancels the Tour Contract for reasons mentioned in (1), the Company shall refund the travel expenses or application fee settled by the customer deducted from the penalty fee. When cancelling the Tour Contract for reasons mentioned in (2), the Company shall refund the full amount of the travel expenses or application fee settled by the customer.

15. Cancellation Rights of the Company (After Departure)

- (1) In the following cases, the Company may partially cancel the Tour Contract agreement even after the departure.
- (A) In case 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) In case the customer violates the directions by the Company, from the tour conductor or other person in charge, to ensure the safe and smooth implementation of the tour, or acts of violence, intimidating, or any other acts to such person or other companions and interferes with the safe and smooth implementation of the tour.
 - (C) In case the customer turns out to be a part of an organized crime group, a gang member, a violent group member, or any other antisocial forces.
 - (D) In case it becomes impossible to continue the tour due to cancellations of Tour Service for reasons not attributable to the Company such as natural disasters, warfare, riots, cancellations of services by transportation and accommodation facilities, orders of the Authorities or any other reasons not attributable to the Company.
- (2) Effects of cancellation and reimbursement
- (A) Even in case when the Tour Contract is terminated in accordance with (1), provided that the Tour Contract for the Travel Services already received by the Customer shall be deemed to have been effectively performed. In this case, the contractual relationship between the customer and the Company will only cease to exist in the future.

- (B) The Company will reimburse expenses for Tour Service not to be received by the customer after deducting the cancellation fee, penalty fee or any other nominal fee that needs to be paid to the transportation / accommodation facilities.

16. Reimbursement of the Travel Expenses

- (1) Pursuant to the provisions of Paragraphs 10, 12, 13(2), 14 and 15 and an amount is necessitated to be reimbursed to the customer, the Company shall reimburse the amount to the Customer, within 7 days counting from the day following the cancellation date in the case the cancellation of the tour occurred prior to the start of the tour, and in case of a reimbursement due to the cancellation occurred after the start of the tour or for a reduction, the amount will be reimbursed to the customer within 30 days counting from the day following the final date of the tour stated in the Contract Document.
- (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 (1) 20 and 24.

17. Return Arrangement after Contract Cancellation

In accordance with the provisions of paragraph 15 (1) (A) or (D), in case the Tour Contract has been cancelled after departure, the Company shall make sure all services required are provided to the customer for the customer to go back to the departing or arrival place, upon the request of the customer. All expenses required for this shall be at the cost of the customer.

18. On Itinerary Management and Tour Conductors, and other Staff

- (1) The Company shall perform the following services, to ensure safe and smooth implementation in best effort for the customer. However, this is irrelevant to cases where the customer and the Company have signed an individual Special Provisions.
- (A) In case it is acknowledged that there is a possibility that the customer is unable to receive the Tour Services during the tour, to take necessary measures to ensure that the Tour Services are certainly provided in accordance with the Tour Contract.
- (B) In case the content of the Tour Contract is unavoidable to be amended despite the measures set forth in (A), the Company shall make arrangements for alternative Tour Services. In this instance, in case there is an amendment of the itinerary, efforts shall be made to minimize the amendments to the contents of the contract, such as endeavoring to ensure that the amended itinerary conforms

to the purpose of the original itinerary and make effort for the amendment of the contract to be bare minimum as the original.

- (2) The scope of obligation of the Company to manage the itinerary pursuant to the Tour Contract is from the departing (meeting) time at the meeting place described in the brochures and other documents to the arrival (dismissal) time at the dismissal place. In case the customer takes airplane or train, or in case an overnight stay is required between home and the meeting or dismissal place, the Company will make this arrangement to the extent possible, however, this part will be concluded separately with the Company and will not be included in the Agent-Organized Tour Contract.
- (3) The services mentioned in (1) shall be provided by a tour conductor in any accompanied tour or by a staff on-site or a person on-site appointed by the Company (hereafter referred to as "local agent") in any unaccompanied tour.
- (4) In case the tour is not accompanied by a Tour Conductor, the local contact information of the Company (Including local agent) will be specified on the Determinate Document (Final Itinerary).
- (5) Brochures will mention the presence or the absence of tour conductors.
- (6) The working hours of tour conductors are from 8 a.m. until 8 p.m.
- (7) The Company may take any necessary measures in case the Company recognizes the customer requires to be taken care of due to illness, injury, or other conditions during the tour. In this case, in case the reason for illness, injury, or other conditions is not attributable to the Company, the customer will be responsible for the costs required for the measures, and the customer shall make payments for the amount to the Company by the deadline specified by the Company and the payment method specified by the Company.

19. The Orders by the Company

On conditions of being part of a group from the start of the tour until the end of the tour, the customer will be asked to follow the orders by the Company (including tour conductors, local agent or local staff and other staff.) to ensure the safe and smooth implementation of the tour excluding the free time. In case the customer does not follow the orders and disrupts the discipline of being part of a group and prevents the safe and smooth conduct of the tour, the subsequent travel contract of the customer may be cancelled, even during the tour.

20. The Responsibility of the Company

- (1) The Company shall compensate for the damage caused in case the Company or the arrangement agent of the Company intentionally or negligently caused the customer damage in the implementation of the Tour Contract. However, this is limited to when

the Company is notified within two years from the day after the occurrence of the damage. In addition, the maximum amount for compensation of baggage damaged shall be 150,000 JPY per customer only in case notified to the Company within 14 days for Domestic Tour (excluding the cases of intentional or gross negligence on the part of the Company).

(2) In case the customer suffers from damage caused not attributable to the Company or local agents as follows, the Company shall not be liable to the customer for (1). However, this does not apply when the intention or negligence of the Company or the local agents is proven.

- (A) Natural disasters, conflicts, riots, or any amendments to the itinerary or end of the tour caused by one of these or any cancellation of the tour
- (B) In case the transportation and accommodation facilities and other services are cancelled, or itinerary amendments or cancellation of the tour caused by these cases
- (C) Government Orders, overseas boarder restrictions, quarantine due to infectious disease, or itinerary amendments or cancellation of the tour caused by these cases
- (D) Any accident occurred during free time
- (E) Food poisoning
- (F) Theft
- (G) Delay, discontinuity, schedule modification, route change, etc. by transportation companies, etc., or any change to the itinerary caused by one of these or any shortage in the duration at destination.

21. Special Compensations

- (1) If a customer participating in an Agent-Organized Tours carried out by the Company suffers from any physical injury due to an accident during the aforementioned travel, the Company shall pay compensation to the customer or legal heir in case of death for injuries indirect injuries in the form of hospitalization fees and for hospital visit to any visitor to the injured customer in accordance with the "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 medical solatium depending on the number of visiting days and 20,000 JPY to 200,000 JPY depending on the number of hospitalization days.
- (2) Also, in case of any belongings being damaged, the Company shall pay compensation according to the "Special Compensation Rules". Compensation for such damage is limited to 150,000 JPY per customer. However, the maximum compensation limit for one item is 100,000 JPY. However, the Company will not compensate cash, credit

cards, valuables, magnetic disks or any other items specified in Article 18, Paragraph 2 of the "Special Compensation Rules".

- (3) Whenever the Company states explicitly that no services are provided by the Company on a specific day no compensation shall be paid to the customer for any accident occurring on that day. This is also valid for instances where the customer withdraws from the tour without prior notice to the Company or without notifying the Company whether the customer will return (date and time), or that the customer will withdraw from the tour without notifying any plan to 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 responsibility under paragraph 20 (1), compensation for (1) will be applied to part (or all) of the damage.
- (5) Even in cases where the Company has to compensate following (1) and needs to fulfill its obligation to compensate for damages according to paragraph 20, only one of the two rules will be applicable. When one of the two is observed the other one will be regarded as fulfilled as well.

22. Optional Tours or Information Provision

- (1) The Agent-Organized Tours implemented especially for the customers participating in the Agent-Organized Tours of the Company at an additional Tour Price (hereinafter referred to as "Optional Tours"), of which the Company is planning and implementing will be regarded as a part of the principal Agent-Organized Tours under Section 21. The tours planned and implemented by the Company is made explicit as "Tour Planning and Operation: the Company (or Meitetsu World Travel, INC.) on the brochures and other documents.
- (2) In case the Optional Tours are planned and implemented by the other Company and are made explicit in brochures or other documents, that will not be the Agent-Organized Tour of the Company.
 - (A) Application will be made on the spot in principle and payment will also be made on the spot.
 - (B) The contract will be made according to the travel conditions stipulated by the travel agency and other companies which planned and implemented the optional tour, and the travel terms of the Company will not be applicable.
 - (C) The contract will be concluded once the travel agency and other companies that are planning and implementing the optional tour consent to the optional tour.

- (D) As for contract cancellation and cancellation fee after the conclusion of the contract, please contact the travel agency and other companies organizing the optional tour at the time of application.
 - (E) The Optional Tours that are planned and implemented by travel agencies and other companies are not subject to the Guarantee of Itinerary of the Company.
- (3) The Company will make payment for compensation or solatium pursuant to the provisions of the paragraph 21 for damage prescribed in the same paragraph which occurred to customers who are participating in the Optional Tour.
- (4) The Company may mention sports and other activities in the brochure and other documents "just for your information" which are possible options. In this case, the Company will apply the special compensation rules under paragraph 21 to the customers who are engaged in those sports options, however, the Company shall not take any other responsibility.

23. **Guarantee of Itinerary**

- (1) On condition that a contract amendment in the content of the contract listed in the left column of the next table occurs, the Company shall compensate for the amendment with the amount multiplied by the rate listed in the right column within 30 days counting from a day after the final date of the tour. However, in case the conditions fall under (A) (B) (C) or (D) below, the Company shall not compensate.
- (A) In case it is evident that the change was caused by the following (provided, however, that although services are being provided, seats, rooms and other transportation and accommodation services and other services are overbooked).
 - a. Natural Disasters including bad weather that affect the itinerary
 - b. War
 - c. Riot
 - d. Government Orders
 - e. Cancellation, suspension, closure and other situations of transportation and accommodation facilities and other facilities of travel services
 - f. Provision of transportation services not in accordance with the initial operation plan such as delays or amendments of schedule
 - g. Necessary measures to ensure the safety of life or body of participants
 - (B) In case the responsibility of the Company under the provisions of paragraph 20 is evident.
 - (C) In case the amendment is related to partial cancellation of the tour contract that is canceled under the provisions of paragraphs 12, 13, 14 and 15.

(D) In case the order receiving provision of travel services described in brochures is amended, still the provision of the travel services while travelling are received.

Changes for which the Company shall compensate	Compensation amount = Subjected Price of the Tour for payment x Rates below per case	
	Prior to start of tour	After start of tour
(1) Change of the starting date of the tour or the final date of the tour stated in the Contract Document	1.5%	3.0%
(2) Changes to sightseeing facilities (including restaurants), or destinations described in the Contract Document	1.0%	2.0%
(3) In case the transportation class or facility is changed to a lower value compared to those mentioned in the Contract (only on condition that the total value of the transportation class and facility is lower than those originally mentioned in the Contract Document)	1.0%	2.0%
(4) Change in the type of transportation or name of the company mentioned in the Contract Document	1.0%	2.0%
(5) Change to a different flight at the departure or arrival airport where tour starts within Japan as mentioned in the Contract Document	1.0%	2.0%
(6) Changes from direct flights between Japan and other countries as stated in the Contract Document to connecting or transit flights	1.0%	2.0%
(7) Change in the type or name of the accommodation facilities mentioned in the Contract Document	1.0%	2.0%

(8) Change in the type of rooms, facilities, landscape and other room conditions stated on the Contract Document	1.0%	2.0%
(9) Among the changes listed in each of the preceding points, any change in items mentioned in the tour title on the Contract Document	2.5%	5.0%

Remarks:

- 1) "Before start of tour" refers to changes notified to the customer by the day before the departure date and "after start of tour" refers to changes notified to the customer on or after the start of the travel.
- 2) In case a Determinate Document is delivered, this table will still apply by simply replacing "Contract Document" with "Determinate Document". In this case, when some change was made between the content in the Contract Document and the content of the Determinate Document, or between the content of the Determinate Document and the content of the travel service actually provided, these shall be regarded and handled as one and the same case.
- 3) In case 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 stay.
- 4) Changes to the transportation company name regarding 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) On conditions of changes in point 9, rates of points 1 to 8 shall not be applied and shall be according to point 9.

- (2) Regardless of the provision (1) above, the amount to be paid as compensation for each customer by the Company shall be the maximum amount multiplied by 15% for the travel expenses per Tour Contract. In addition, the Company shall not pay for compensation if the compensation amount is less than 1,000 JPY per customer and per Contract.
- (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 by the agreement of the customer.

(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 damage incurred and the amount the customer has to return to the Company.

24. Responsibility of the Customer

- (1) The customer shall compensate the Company for all damage caused by the will of the customer, negligence, illegal acts, an act contrary to public policy and good morals, or the failure of the customer to comply with the provisions of the Agent-Organized Tour Contract of the Company.
- (2) Customers must make use of the information provided by the Company and shall endeavor to understand the rights and obligations of customers and the content of the Agent-Organized Tours.
- (3) In the event the customer recognizes that the travel services mentioned in the Contract Document are different from the services description after the start of the travel, the customer shall notify either the Company, the local agent or the travel service provider about it on the spot promptly.

25. Communication Contract

- (1) The Company and others may accept "payments without signature on the designated slip" from cardholders (hereinafter referred to as "members") of credit card companies (hereinafter referred to as "Affiliated Companies") on conditions that payment for travel expenses is made via "telephone, mail, facsimile and other means of communication" (hereinafter referred to as "Communication Contract"). Only payments of the full amount of travel expenses shall be accepted for these payment methods. However, such payment methods may not be accepted in case the Company has no franchise agreement, including signed special agreements with the Affiliated 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. Contracts with designated slip to be signed by the customer and payments via credit card are not regarded as communication agreements and regarded as standard Tour Contract.)
- (2) Travel conditions when concluding a Communication Contract are partially different from standard Agent-Organized Tour. The major differences are as below:
 - (A) On application of a Communication Contract, the member shall provide the Company and others with the "name of the card", "member number", "card

expiration date", and other information in addition to "name of the Agent-Organized Tour" and "departure date" and other information.

- (B) A Tour Contract based on a Communication Contract is regarded as concluded when the Company and others accept the conclusion of such a contract after application by phone or by any other means of communication. The conclusion of the agreement will be when the notice is received by the member.
- (C) "Card usage day" in the Communication Contract 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 bare all costs arising from any personal guided tour or shopping requested to a tour guide, local agent and other staff, any expenses involved from any illness, injury, lost luggage / valuable due to carelessness of the customer, any costs regarding retrieving lost items, also for all expenses required for the customer to experience his own private activities outside the group.
- (2) The Company may guide you to some souvenir shops, and other stores for the convenience of the customer, however any purchase shall be made under the responsibility of the customer.
- (3) Under no circumstances shall the Company reorganize the tour at any given time.
- (4) The customer may benefit from an airline mileage service by participating in the Agent-Organized Tours of the Company, however the customer shall proceed with the necessary inquiry, registration, and other requirements for that mileage service. The Company shall not be taken responsible for item 20 (1) regardless of the reason, even if the mileage service which the customer was originally expecting to receive cannot be granted due to a change in the airline company used for the tour.
- (5) In case of an accident during the tour, please contact the contact address mentioned on the final itinerary immediately.

27. Travel conditions • Standard Travel Expenses

Travel conditions and reference dates for tour prices are stated in the respective brochures and other documents.

28. Reimbursement Business Guarantee Money System and Surety Bond System

The Company is a guaranteed member of the Japan Association of Travel Agents. The customer who has concluded Tour Contract with the Company, and on condition that

the Customer obtain a right to claim against the Company regarding the contract based on subsequent developments and payment is not received from the Company, in principle, by Compensation Security Bond Deposit System for travel business, the Customer is able to receive repayment up to a certain amount.

The Company is also a bonded member of the Japan Association of Travel Agents (JATA). In case the situation as mentioned above has occurred to the customer who has concluded the Tour Contract with the Company, and that the repayment is not able to be received based on the fact that the established payment limit was exceeded, in principle, the Customer is able to receive repayments until a certain amount is reached, under the Bond Guarantee System of the Japan Association of Travel Agents.

29. Handling of Personal Information

- (1) The Company and the travel agencies mentioned in the brochure under the “Consignment Agencies (Retailers)” (hereinafter referred to as the “Retailers”.) section (Both entities are hereinafter mentioned as “the Company”.) shall use the personal information filled in the travel application form submitted at the time of the application not only to contact the customer, but also the Company will use it to arrange the transportation and accommodation facilities and other facilities for the tour applied (The primary transportation and accommodation facilities and other facilities are mentioned in the itineraries on the brochures and on Determinate Document to be delivered by the date separately mentioned on the Contract Document.) and for procedure to arrange the services provided and to receive services (hereinafter referred to as “procedures”.) to the extent necessary, for the responsibility of the Company under the Tour Contract, to the extent necessary for insurance procedures to cover expenses in the case of an accident, and to the extent necessary for the convenience of the customer when shopping at souvenir shops at travel destination, and for those transportation and accommodation facilities and other facilities, insurance company, souvenir shops the full name of the customer, contact address and other contact information, passport number and the flight number and information for boarding flights, will be provided beforehand electrically and other means. The customer shall be consented to provide the personal data, at the time of application.
- (2) In addition, the Company may use the personal data of the customer, for products and services offered by our partner companies of the Company, such as travel insurance, that is necessary for travelling, for products and campaigns and other information by the Company, requests on provisions of opinions and perspectives after participation in the tour, request for cooperation with a survey, delivering special

offers, market research for travel product development in the future, and to create statistical data.

- (3) The Company, in preparation in case injury occurs during the tour, major itinerary amendments due to weather and other conditions, will request the customer to provide personal information of the person to be reached within Japan. This personal information is used only in case the customer is injured, or major amendments of itinerary occur, and other cases on condition that the Company admits the need to contact the person. The customer is responsible for obtaining the consent of the person to be reached within Japan for the provision of the personal information to the Company.
- (4) In addition to the above, regarding the policy of handling personal information of the Company, please confirm over the counter or website of the Company (<http://www.mwt.co.jp>). Regarding the policy of handling personal information of the retailer, please confirm directly.

The governing language of this document should be Japanese. Only the Japanese original should have the effect of a contract, and the English translation is made for reference purpose and should have no effect.