

# Toya-Usu UNESCO Global Geopark & Kuromatsunai Low-Land Adventure Tour

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Discover and experience the Toya-Usu UNESCO Geopark and Kuromatsunai town!

We first explore the Upopoy, the national center for the revival and development of Ainu culture. The Ainu is the earliest settlers of Hokkaido, and a visit to Upopoy provides us a glimpse of how they used to live there.

We head off to a beautiful National Park called Shikotsu-Toya National Park then, which is called a Living Volcano Museum. This is a special place where the Japanese and Ainu have lived along with volcanoes since ancient times. The rich ocean around this area has also volcanoes under the surface, and the Kuromatsunai-lowland and Shubuto river injects abundant nutrients into the sea and nurtures a diverse ecosystem. We can visit all those unique places on foot, by bike, and by boat for new discoveries!

This experience will surely leave you unforgettable memories.

## Itinerary at a glance

Day 1 Group meets in Shiraoi, Upopoy museum tour and transfer to Lake Toya (D)

Day 2 Guided one-day volcano tour in Mt.Usu area (B, L, D)

Day 3 Guided cycling tour in Toyoura town and Kuromatsunai area(B, L, D)

Day 4 Guided canoeing tour and local town exploration (B, L, D)

Day 5 Fishboat cruising and Transfer to Sapporo, farewells (B,L)

B: Breakfast, L: Lunch, D: Dinner

### Highlights:

- Learn the spirit of “multicultural coexistence” of the Ainu people at Upopoy, the National Museum of Ainu People.
- Adventure with a volcanic meister at the Nishiyama crater located in a village damaged by 2000 eruption where need special permission to enter.
- Cycling in a scenic spot of Toyoura area which is made of lava called Kamuichashi “God’s fort” in Ainu language
- Canoeing in the Shubuto River in Kuromatsunai which has a rich eco-system. Learn how Kuromatsunai forest minerals flowing out to the rivers and to the ocean to make this rich environment,
- Challenge to local ingredients and food culture nurtured by Mt.Usu the volcano and Shubuto River.

### Location:

Shikotsu-Toya National Park including Lake Toya, Kuromatsunai and Niseko

**Main Activity:** Hiking

**Difficulty:** 2

**Tour Dates:** May-October

**Pax:** Minimum: 4                      Maximum: 10

**Price:** JPY265,000～

[Route map](#)

[Day-by-day Itinerary](#)

[What’s included](#)

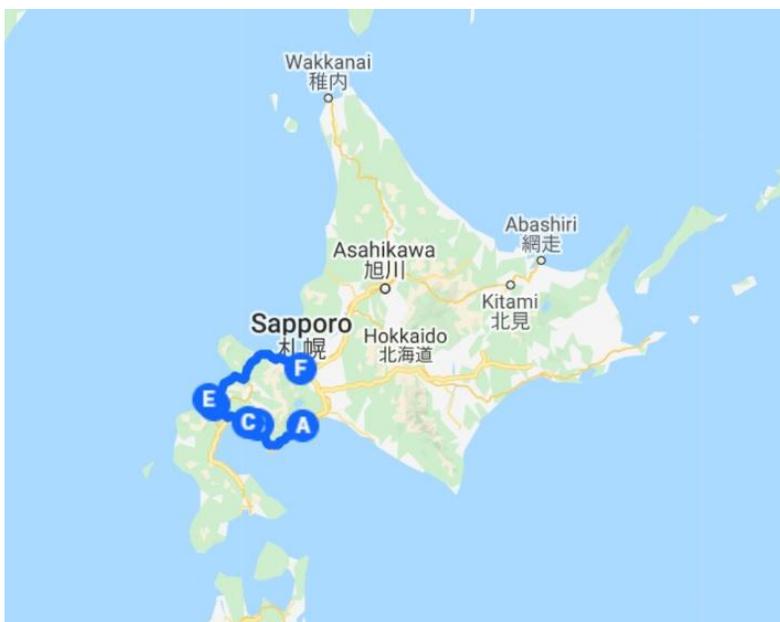
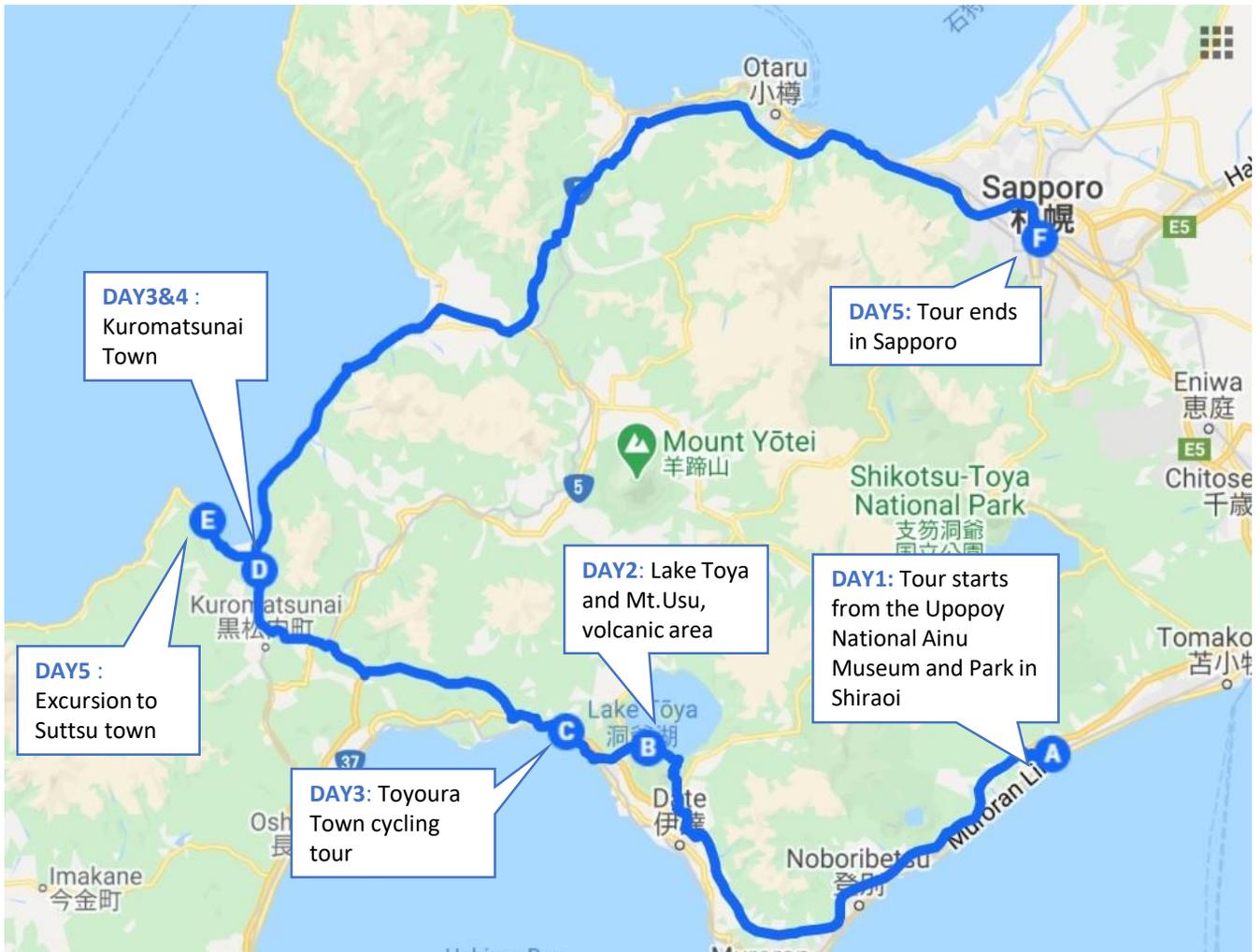
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# Route map



Source: Google My Map

# Day-by-day Itinerary

## Day 1 –Ainu and Hokkaido

On this day, we will meet at 13:00 at Upopoy which opened in Shiraoi Town in 2020 as a National Ainu Museum and Park. The Ainu is the earliest settlers of Hokkaido, and this center is built for the revival and development of Ainu culture which is an invaluable culture in Japan but about to extinct. “Upopoy” is an Ainu term meaning “singing in a large group.”

Here we will give you a quick, get-started overview and highlights of this tour, explanations on emergency response, the introduction of guides, and do some self-introductions to know each other.

We will spend 2 hours in Upopoy to know the traditional culture of Ainu that has been cultivated amidst nature - their language, religion, and lifestyle are deeply rooted in Hokkaido culture as well. We can see their ancient dancing, the mukhuri (mouth harp), and tonkori (five-stringed instrument) performances which are designated as UNESCO Intangible Cultural Heritage. Some place names in Hokkaido are derived from Ainu language, so this experience will help us understand this tour and Hokkaido more.

The hotel on the first night is Nonokaze Resort Toya (or similar), which is about an hour's drive from Shiraoi. Since the hotel faces the lakeside, all rooms have a nice lake view. We may also see the Mt. Yotei, also known as Ezo Fuji, rises in front of the hotel, and the stars in the sky spread out at night. There are several kinds of onsen in the hotel, so let's enjoy the relaxing time there!

**Accommodation** - | The Lake View Toya Nonokaze Resort | Private room with ensuite | Onsen Spa | Wifi

**Included meals** - Dinner

**Difficulty:** 1



### ◆ **Activity** – Upopoy Guided Tour

- Time required: 2 hours
- Location: Shiraoi

## Day 2 – Living with a Volcano

On the second day, we will spend a day with Ms.Egawa, the Toya Volcano Meister, exploring the area of Mt.Usu that erupted in 2000. The Mt.Usu is an active volcano and it erupts in 20-25 years of the cycle. The most recent eruption being in March and April 2000. This eruption created 60 new craters on the west side of the mountain and destroying nearby buildings and roads but there were no victims. Today, some areas and the scars of the volcanic activities can be viewed from walking trails.

Mt.Usu is located in Shikotsu-Toya National Park, which is called a Living Volcano Museum. Visitors can see the diverse range of hot springs, active volcanoes and its volcanic activity in this area.

Taking cable car, we go up close to the volcano's summit and from there, we enjoy the great view of Mt. Showa Shinzan, Lake Toya and the whole area around this volcano.

Our next destination is 1977 Eruption Remnants Park and visit a hospital that collapsed due to crustal movements by the eruption. We also make a stop at the Volcano Museum at the Toya Visitor Center to deepen our knowledge.

After having lunch, it will be a walking tour along the path of Konpira Crater and Nishiyama foothills where disaster remains. We can see how close Mt.Usu is to people's lives by following the scars of the volcanic disaster remain vividly.

We will stay the lake view hotel on this night again, and you may see the beautiful lake and mountain around there in a different way on this night.

**Accommodation** - | The Lake View Toya Nonokaze Resort | Private room with ensuite | Onsen Spa | Wifi

**Included meals** - Breakfast, Lunch, Dinner

**Difficulty:** 2

### ◆ **Activity-** Walk Nishiyama Crater Walking Trail

- Time Required: 1.5hours
- Distance:1.8km/1.1miles
- Location : Lake Toya Area
- Field situation : Unpaved road



### Day 3 Trip from the Pacific Ocean to the Sea of Japan

This is a day to discover the blessings of the volcano from the aspect of people living in the port town close by. After breakfast, we will leave the hotel and head for Toyoura Town in about an hour's driving distance. Toyoura has a pleasant coastline that opens wide to the south facing the Funkawan Bay, which means "the Eruption Bay" in Japanese, and is characterized by its dynamic landscape with megaliths and cliffs created by the landslide of the volcanic activities.

Hop on the bike to enjoy the easy morning cycling with Ms. Tanaka, a guide of the local tourist association for 2 and a half hours. Cycling along the fisherman's town and the marvelous coastline, we can gain our knowledge of the blessings of the sea brought by the eruption from the volcanoes under the sea. There is a mysterious spot made of lava called "Kamuichashi", which means "God's fort" in Ainu term meaning. There, we can feel the Ainu culture and geological connections that still live here. After having lunch served by a local restaurant, travel by a van about an hour to Kuromatsunai town and get your cross bike for the afternoon ride in this area.

Kuromatsunai is known as the northern limit of beech, and "Utsai Beech Forest" was designated as a national natural monument in 1933 due to its high academic value, and it shows a beautiful appearance throughout the year. The cycling activity takes about 5 hours with some guidance. We can cross from the Pacific Ocean side to the Sea of Japan side. After cycling, let's visit a local hot spring to heal the tiredness of the day. Dinner with plenty of local food is also available. For the night, we will stay at local inns, Buna no Mori Nature School or Utsai Nature House (or similar).

**Accommodation** - | Buna no Mori Nature School or Utsai Nature House ( 2 in 1 room )

**Included meals** - Breakfast, Lunch, Dinner

**Difficulty:** 2

◆ **Activity-** ① Easy Cycling (Toyoura Town)

- Time Required: 2hours
- Location : Toyoura



② Guided Cycling (Kuromatsunai area)

- Time Required: 5hours
- Gradient:6%
- Distance: 50km/31miles
- Elevation:70m/229feet



## Day 4 -Forest, River, Ocean and Human

After having breakfast, we try 2 hours canoeing in the downstream of the Shubuto River. The Shubuto River has abundant natural streams and its total length is about 43km (27miles). During our paddles, we may see some river fish like sweetfish called Ayu and landlock masu trout called Yamame which preferred to live in clear water. The Shubuto river is also an academically interesting river as it has a variety of biodiversity and we can feel that the surrounded beautiful beech forests are the “fish-breeding” forests.

After refreshing with canoeing, it is the time to explore this beautiful town on foot. Kuromatsunai is known as an eco-friendly town and some of the locals moved from other cities. We can learn more about them and their lives in this town through pleasant chatting.

Lunch on this day is served at a local guest house. The potato farmer owns this guest house where you can enjoy seasonal wild plants and potato dishes to savor!

We will return to the inn at 16:00 and spend your time as you like until a big dinner.

Supper will be served at Koma Ryokan, and we can taste the sweetfish from the Shubuto River! Sweetfish here is protected by local volunteers, and they will tell you stories about the sweetfish and there is also a video streaming about the sweetfish fishing! Enjoy the unforgettable night with locals.

**Accommodation** - | Buna no Mori Nature School or Utsai Nature House ( 2 in 1 room )

**Included meals** - Breakfast, Lunch, Dinner

**Difficulty:** 2

### ◆ Activity-

#### ① Guided Canoeing (Shubuto River)

- Time Required: 2hours
- Field situation: river

#### ②Explore Kuromatsunai town and interact with locals

- Location : Kuromatsunai



## Day 5 – Marine resources and human

The final morning, we will have a hearty breakfast at a local café, Buna Nature School Beech Café, that operates recycle-based farming. Enjoy the fresh food and lively conversation with them!

Our next destination is Suttsu, a port town near Kuromatsunai. The Shubuto River we tried canoeing the day before flows from Kuromatsunai to Suttsu, and now we will follow the stream through Suttsu and down to the Sea of Japan by van for 20-30 minutes. Greeted by the local fisherman, we will take a board on his fish boat and we will pass through eco-friendly scallop and oyster farm in the Suttsu Bay! A variety of different local seafood is awaiting you as a special lunch after the excursion and we can feel and taste the richness of this ocean.

Lastly, we will leave Suttsu around 14:00, drive to Sapporo for about 2 hours and the tour finish at around 17:00 and say farewell.

**Included meals** - Breakfast, Lunch

**Difficulty:** 1

### ◆ Activity-

- Fish Boat Cruising
- Time Required: 2hours
- Location : Suttsu Town



**Accommodations :**

Day	Location	Type	Room	Spa
Day1-2 <b>The Lake View Toya Nonokaze Resort</b>	Lake Toya	Hotel	Private room with ensuite/wifi	Onsen spa
Day3-4 Kuromatsunai Buna no Mori Nature School or a local hotel «Utasai Shizen no ie»-	Kuromatsunai Town	Former School /Hotel	Twin room (2guests in 1 room)	×

**Food & Accommodation**

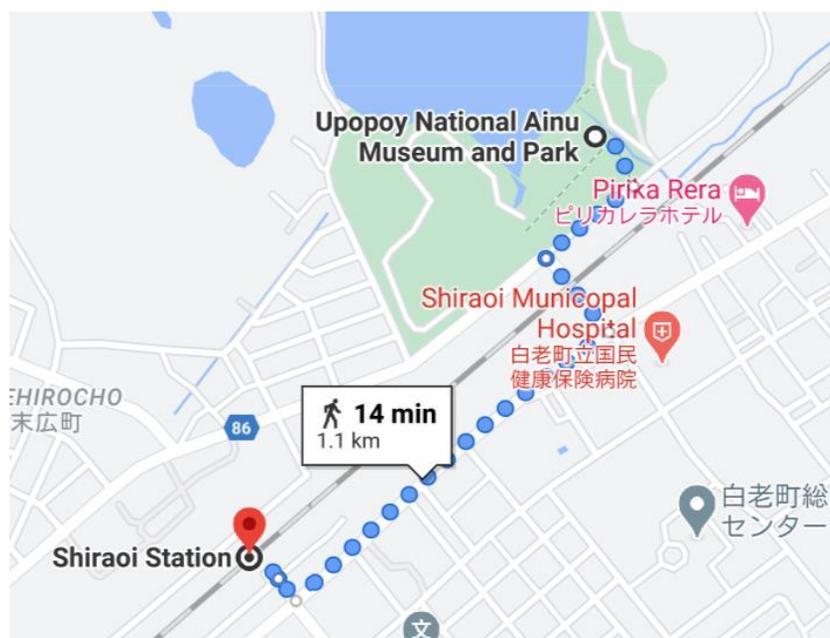
**Breakfast & Dinner**

Some of breakfasts and dinners on this tour will be served at our accommodation. It is a typical way for Japanese travellers to indulge by staying in lodgings with natural hot springs "onsen" on site. The meals will be set menus or buffet, containing traditional Japanese dishes beautifully presented in separate plates & bowls. If you are a master of chopsticks, these skills will be handy, otherwise western utensils are usually available on request. Eating at the accommodation allows us to relax and enjoy the local cuisine dressed in "yukata" ( a casual cotton kimono), which takes away the hassle of packing a change of evening and/or morning clothes. We will do our best to make arrangements for any dietary requirements so please be sure to let us know your needs in advance.

## Travel to the Meeting Point

We will meet at Upopoy, the National Museum of the Ainu People at 13:00 on the first day. It is recommended that you take the Limited Express Suzuran 4 leaving Sapporo at 12:21 and arriving at Shiraoi at 12:26, and then walk to Upopoy about 500m to the entrance (10 -minute walk) on the first day.

On booking, please let us know your travel plans to New Chitose Airport., and we will confirm in detail where and what time we will meet on the first day.



Source: Google Map

## What's included

- 4 nights accommodation
- 4 breakfasts, 4 lunches, 4 dinners
- All the activity fees mentioned in the itinerary
- All transport as described in the itinerary
- Snacks and refreshments
- English speaking Japanese guide(s)
- Insurance
- Spare parts and mechanic services
- Support vehicle(s)

### **Not included**

- Airfares
- Personal expenses
- Alcoholic drinks with included meals

Please note that you will be asked to show your passport when checking into accommodation in Japan. It is a requirement for accommodation providers to take a photocopy of the passport of overseas guests.

# We provide & What to bring

## We provide

- Bikes for cycling (height confirmed in advance)
- Bike helmets
- Spare bike parts and tools
- Saddle cover if necessary

## What to bring

Make sure you bring long trousers and a warm sweater for evenings, as well as covered shoes.

## Essentials

- Warm/ Wind proof/ Waterproof jacket
- Sneakers (Trainers)
- Comfortable and moveable clothing
- Water Bottle
- Sunscreen
- Sunglasses
- Personal Medications
- Travel insurance
- Passport
- Cash in Japanese yen. Small restaurants and shops in rural parts of Japan do not accept credit cards. You can withdraw cash from an ATM at a post office and Seven Eleven convenience stores.

## Recommended items

- Trekking poles
- Gloves
- Camera

## About us

We are Hokkaido Treasure Island Travel (HTIT), an award-winning team of creators of unique, perfectly tailored Hokkaido travel experiences. HTIT Team is deeply rooted in Hokkaido, North Japan. In 2004, HTIT started its journey as a pioneer of a new style of luxury adventure travel. Our beginning was modest and small-scale, but through our years of service we have grown, and have earned the trust of regular customers who wish to travel with us again and again. We are constantly opening new doors and making local destinations previously inaccessible for travelers available all over Hokkaido. We provide a compelling combination of personal and professional travel advice, knowledge beyond that of the guidebook insider, and behind the scenes access to places and authentic local experiences generally not available for the public. Our mission is to create for you a journey of a lifetime, every time you travel with us.

## Guides



### **Takafumi Homma (Tak)**

Tak currently serves as secretary-general of the Kuromatsunai Tourist Association. Over the past 10 years, he has worked to develop outdoor activities in the Southern Hokkaido area. He has extensive experience in unusual and innovative tourism development. Recent activities include an ‘Eco-Mobility town project’ using human power (walking, cycling, canoeing) to explore the Kuromatsunai lowlands, where the Pacific Ocean and the Sea of Japan to draw nearest in Japan. Tak studied fine arts in London. Following his studies, he worked in the UK as a media coordinator. His travels throughout the UK and other countries included rambling and hillwalking in England, Scotland, and Wales, including England’s largest national park, Yorkshire Dales and Lake District. After returning to his homeland, Hokkaido, he joined the environmental organization at Sarobetsu National Park where he learned about the ecosystem and environmental education. Now, he is passionate about working with local communities to establish sustainable tourism in the northern most beech forest town of Kuromatsunai.



### **Sachiko Orui (Chiko)**

Although Chiko did not grow up with camping, kayaking, or anything outdoor, she had gradually developed her interest in nature and in the potential Environmental Education could have. When she studied abroad in Costa Rica, she was awed by the dynamic nature of Costa Rica, and somehow saw herself both working and living close to nature in the future. Now she resides in a rural town of Hokkaido, Kuromatsunai, well known as the village with the Northernmost beech forest in Japan. She works for Bunanomori Nature School, ran by an NPO whose mission is to build human-nature, human-human, and human-society connections. Having spent her high school and college years in Tianjin, China and California, USA respectively, she enjoys showing around Kuromatsunai to guests from abroad. Her recent favorites are walking in beech forests and canoeing down the Shubuto river.

# Information and Requirements

## Dietary Restrictions

We believe that eating like the locals is the best way of experiencing Hokkaido's unique culture. However, we understand that it's not possible for everyone to do this and we're more than happy to cater for food allergies, dietary restrictions, and special requirements. If you have any diet restrictions or preferences, please tell us in the Registration Form at the time of booking, and we will do our best to accommodate your dietary needs.

In some rural areas particularly, we may ask you for some flexibility. For example, if you require halal food, we may be able to substitute for a vegetarian option instead. Please also be aware that for those who are allergic to MSG we may struggle to arrange a good alternative at every meal in Japan. Some of our overseas guests in the past found it difficult to find ready-made foods completely free of MSG, especially when buying from convenience stores. Most Japanese supermarkets sell simple foods like plain bread, boiled eggs, vegetables and fruits, so you should always be able to find something suitable. The most important thing about dietary requirements is to let us know in advance so we can prepare and organize the foods you need.

## Emergency Response Plan

Your safety is our top priority, closely followed by fun and comfort! All our tour guides have years of guiding experience in the outdoors under their belt. We require all our guides to be certified as Advanced First-Aid Responders or Wilderness First-Aiders. At all times, our guides will carry a first-aid kit, as well as have an extra kit in our vehicle. Depending on the terrain and the potential risks it poses on each trip, our guides will also have the necessary safety and climbing equipment. In case of heavy rain, strong winds or other unsafe weather conditions for hiking or canoeing, there may be times when we have to change our tour plan. In such cases, we will try to substitute the original activity with other alternatives such as sightseeing, visiting museums or hot springs. We take

## Weather Conditions

Hokkaido's pleasant summer attracts many visitors from the other regions of Japan escaping from the unbearable summer heat and humidity. September is a transition month from summer to autumn, the day gets shorter, and the color of foliage starts changing in the higher altitudes. The average temperature in Shikotsu-Toya National Park in September is approximately 21°C / 70°F and it may be below 15°C / 59°F at night or on bad weather. The average rainfall is 152mm / 5.9 inches. The weather in Japan in September and October can bring typhoons although they are not as frequent as on Mainland Honshu, occasionally Hokkaido is hit by a cyclone (a weakened typhoon as it has travelled over Honshu to Hokkaido). Be prepared for variable weather warm, cold, and wet, to ensure your comfort and safety while on traveling.

### What is an *onsen*?

Most Hokkaido Hotel and Ryokan have an *onsen* spa, that is, natural hot springs. As a volcanically active landscape, Japan has well over 25,000 natural hot springs scattered throughout the country. Since ancient times, the people of Japan have loved *onsen* and will travel far and wide to visit famous *onsen* establishments.

Please keep in mind that there are certain protocols that go with bathing in an *onsen*, however they're super simple!

- You bathe in your birthday suit, that's right, no clothes or swimwear is allowed in the bath. Don't worry, no one is looking!
- Take a shower before you enter the water. It's important for the *onsen* waters to stay clean so make sure to rinse all soap off and long hair should be tied up. You can take a small towel in if you're feeling shy, but the towel cannot touch the waters.
- Be respectful of others. Do not run, talk too loudly, drink alcohol, or splash around while in the *onsen*.

Don't forget to take in a hand towel, so that you can lightly dry yourself before returning to the changing room. We're quite fussy about keeping the floors of the changing room dry. Last but not least, relax and enjoy yourself!



### What is a *ryokan*?

On our tours, we use *ryokan* as much as possible to support local tourism businesses. A *ryokan* (旅館) is a traditional Japanese inn and it is the epitome of Japanese hospitality and cuisine. They are often located in natural surroundings and feature Japanese style rooms with tatami mats with rice paper partitions and futon (sleeping mattresses). Each *ryokan* prides itself on its cuisine and features seasonal local ingredients. Many *ryokan* also have on-site natural hot springs for their guests to enjoy during their stay.

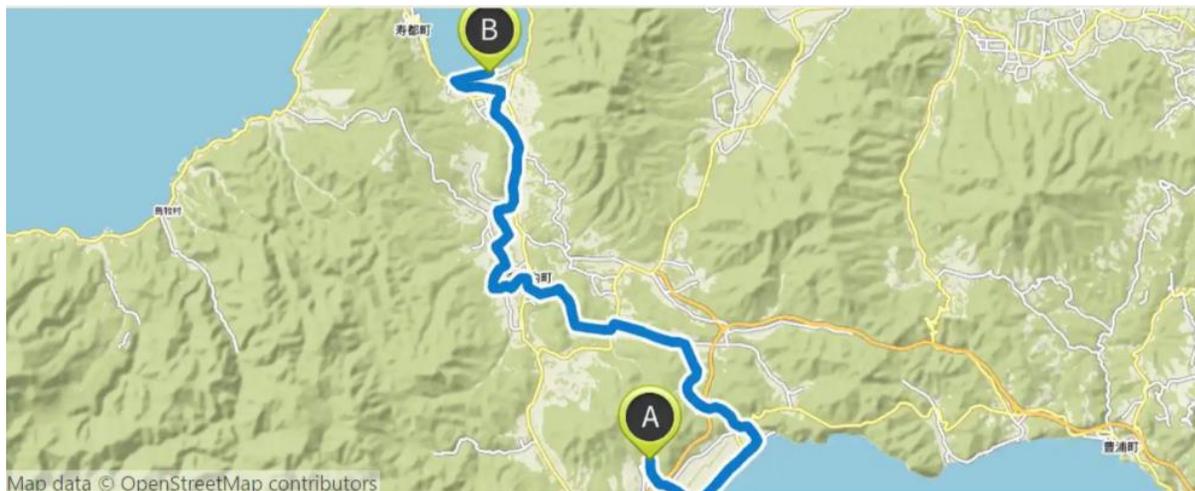
Here are some good-to-know facts about *ryokan* to avoid unwelcome surprises.

- You are sleeping on the floor. A traditional Japanese room does not have western beds, instead *futon* bedding is provided. Often *ryokan* staff enter your room and prepare your *futon* while you are out for dinner.
- *Ryokan* provide "*yukata*", which is a traditional night robe that looks like a *kimono*. You can wear it to the hot spring spa and also to dinner, basically anywhere within the *ryokan* facility. Because in the evening we mostly dine in house, you don't have to bring a lot of evening clothes as long as you think you will be comfortable hanging around in your *yukata*. Our guides will explain how to wear *yukata* properly if you are unsure.

## Elevation Profile

### Day 3 –Guided Cycling from Mt.Syamanbe to Shubuto River in Kuromatsunai

Distance - 50km/31miles | Altitude Gain - 70m/230ft| Gradient:6%



## Road Ride



Easy



02:15



31.5 mi



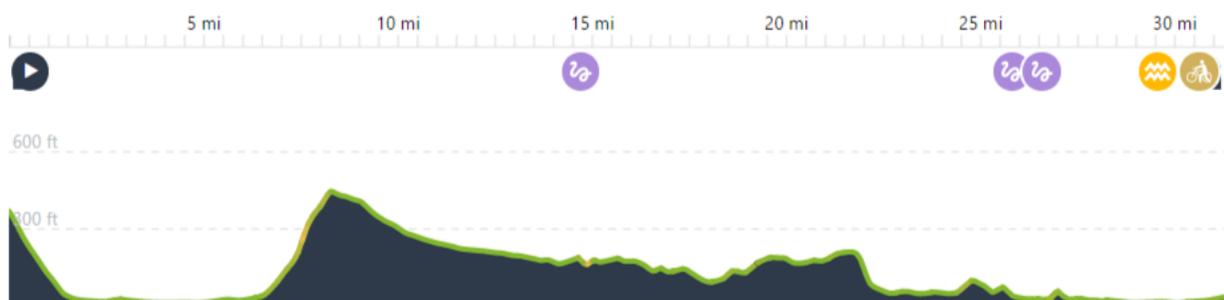
14.1 mph



825 ft



1,175 ft



#### WAYTYPES



- Path: 0.31 mi
- Road: 25.6 mi
- State Road: 4.83 mi
- Off-grid (unknown): 0.78 mi

#### SURFACES



- Unpaved: 3.01 mi
- Paved: 5.83 mi
- Asphalt: 21.6 mi
- Unknown: 1.09 mi

Source: Komoot

# Reservation & Cancellation Policy

## Reservation

When we receive your reservation request, we will send you an email with a link to a page on our website, where it asks you to fill in the Registration Form. We will ask for your contact details and personal information such as your height and dietary requirements etc., in order for us to adequately organise and arrange the tour service. Once the Registration Form is completed, you will be taken to the Shopping cart to review your booking, and finally onto the Check Out page to make the payment (Deposit/Full) to secure the booking.

## Payment Methods

Trip Price for non-hosted delegates: 265,000 JPY～

We will send a booking confirmation by email with an invoice requesting a deposit

- \* A 20% Deposit is required for the confirmation of the booking.
- \* The remaining cost(Balance Payment) is due 21 days before your arrival.
- \* Payment is acceptable by Credit card or Bank Transfer:
  - A. Credit card
    - \* We will send you a link with a form to fill in your credit card details
  - B. Bank Transfer
    - \* Please process the payment from your local bank in Yen.
    - \* All Transaction Fees will be paid by remitter

## Cancellation

- Cancellation fees apply from 20 days prior to the travel starting date
- 20% of the tour price will apply 20 days prior to the travel starting date
- 30% of the tour price will apply 7 days prior to the travel starting date
- 40% of the tour price will apply 1 days prior to the travel starting date
- 50% of the tour price will apply on the travel starting date
- 100% of the tour price will apply after the start of the tour or the traveler does not participate in the Tour without notice

## Disclaimer

Public Notice No. 1593 by the Ministry of Land, Infrastructure and Transport  
This is an official announcement of the following revision concerning all terms and conditions of the standard general conditions of travel agency business (Public Notice No.790 by the Ministry of Transport dated December 19, 1995) as stipulated in Article 12 -3 of the Travel Agency Law (Law No. 239 of 1952) December 16, 2004

Kazuo Kitagawa, Minister of Land, Infrastructure and Transport

Final revision: March 29, 30th Year of Heisei – 2018

Public Notice No. 9 by the Japan Tourism Agency (Effective from April 1, 30th Year of Heisei – 2018)

## Standard General Conditions of Travel Agency Business

### Subscription Type Organized Tour Contract Part

#### Chapter 1 - General Provisions

(Scope of Application)

Article 1 The Contract of our Company (hereinafter referred to as “We,” “Us,” or “Our” as the case may be) concerning the subscription type organized tour to be executed with the traveler (hereinafter referred to as the “Subscription Type Organized Tour Contract”, or “Contract”) shall be based on the General Conditions. In the case that any matter not stipulated in the General Conditions arises, ordinance or generally established practice shall be applied.

2 In cases where we execute a special contract (hereinafter referred to as the “Special Contract”) with the traveler in writing without violating the relevant law and harming the interests of the traveler, such Special Contract shall be given priority, notwithstanding the provision of the preceding paragraph.

(Definition of Terminology)

Article 2 In the General Conditions, “Subscription Type Organized Tour” or “Tour” shall mean such tours for which we prepare beforehand for subscription by travelers, travel plans including destinations, itineraries, transportation services and accommodation services to be offered to travelers, as well as the Tour Price amount (as defined in Article 12 below) payable to us by travelers, which shall be implemented as planned.

2 In the General Conditions, “Domestic Trip” shall mean trips within Japan only, and “Overseas Trip” shall mean those trips other than a Domestic Trip.

3 In this Part, the “Communication Contract” shall mean the Subscription Type Organized Tour Contract, which is executed between us and a card member of the credit card company affiliated with us or the company marketing our Subscription Type Organized Tour on behalf of us (hereinafter referred to as an “Affiliated Company”) by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of the traveler to the effect that the claims or obligations held by us, such as the Tour Price to the traveler based on Subscription Type Organized Tour Contract are settled on or after the due date of such claims or obligations according to card membership rules as provided separately by the Affiliated Company, and also subject to payment of the Tour Price, etc. payable under the said Subscription Type Organized Tour Contract according to the methods specified in Article 12, paragraph 2, the latter part of Article 16, paragraph 1 and Article 19, paragraph 2.

4 In this Part, the “Electronic Consent Notice” shall mean a notice issued in acceptance of the subscription for the Contract, and is conducted by means of transmission, among the methods utilizing information and communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the “Electronic Computer, etc.”) used by us, or the company marketing our Subscription Type Organized Tour on our behalf, with the Electronic Computer, etc. used by the traveler.

5 In the General Conditions, the “Date Card Used” shall mean the date when the traveler or our Company becomes obligated to pay the Tour Price, etc. or executes refundable liability under the Subscription Type Organized Tour Contract. (Content of Tour Contract)

Article 3 We undertake to make arrangements and administer the itinerary under the Subscription Type Organized Tour Contract so that the traveler can be provided with transportation, accommodation and other services as offered by transportation and accommodation businesses, etc. (hereinafter referred to as the “Tour Service”) according to the itinerary provided by us. (Business Agent)

Article 4 There are cases where we may engage other travel agents, professional arrangers or other helpers in or outside Japan, in order to have them make arrangements in whole or in part on our behalf for the execution of the Subscription Type Organized Tour Contract.

### Chapter 2 – Execution of Contract

(Subscription for the Tour Contract)

Article 5 A traveler who wishes to subscribe to our Subscription Type Organized Tour Contract shall fill in the necessary information in the application form as designated by us (hereinafter referred to as the “Application Form”), and shall submit it to us together with the required payment to apply for the Subscription Type Organized Tour Contract (hereinafter referred to as the “Application Fee”) as separately specified by us.

2 Notwithstanding the provision of the preceding paragraph, a traveler who wishes to subscribe to our Communication Contract will be required to notify us of the name of the desired Subscription Type Organized Tour, the start date of the Tour, the traveler's membership number and other information as required (hereinafter referred to as the “Membership Number, etc.”).

3 The Application Fee as specified in paragraph 1 shall be treated as part of the Tour Price, a cancellation fee or a penalty charge.

4 In cases where the traveler participating in the Subscription Type Organized Tour requires special attention, the said traveler shall mention such a request to us at the time of application for the Contract. In this case we will try to accommodate such a request as far as possible.

5 Any expenses incurred as a result of the special arrangements made at the request of the traveler under the preceding paragraph shall be borne by the said traveler. (Subscription by Telephone, etc.)

Article 6 Subscriptions for the Subscription Type Organized Tour Contract are accepted by means of telephone, mail, facsimile and other means of communications. In such cases, the Contract is not executed at the time of subscription, and the traveler for the said Tour will submit an Application Form and Application Fee, or notify us of his or her Membership Number, etc. within the period as designated by us, in accordance with the provision of paragraph 1 or paragraph 2 of the preceding Article 5, after we have notified the said traveler of our acceptance of his or her subscription.

2 Upon the submission of the Application Form and Application Fee as specified in the preceding paragraph, or when we have been notified of the traveler's Membership Number, etc., the order in which we execute the Subscription Type Organized Tour Contract with the said traveler shall be subject to the order in which we receive his or her Application Form and Application Fee, or the traveler's Membership Number.

3 In cases where the traveler fails to submit the Application Fee, or to notify us of his or her Membership Number, etc. within the period specified in paragraph 1 above, we will consider such a subscription as not having been received and treat it accordingly. (Rejection of the Execution of the Contract)

Article 7 Any one of the following is a case upon which we reserve the right to decline the execution.

- a. In cases where the sex, age, qualifications, skills or other conditions of the traveler in question do not meet such conditions as specified by us in advance, as required of travelers participating in the Tour;
- b. In cases where the number of travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour;
- c. In cases where the traveler in question subscribing for the Tour is likely to create a nuisance for other travelers or hinder smooth implementation of the Tour as a group;
- d. In cases where the Communication Contract is about to be executed, and the traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the traveler in question, being found to be invalid;
- e. In cases where the traveler is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;
- f. In cases where the traveler has made claims through forceful behavior or unjust claims to us or acted in a threatening manner or made threatening statements, or has conducted violent acts or behavior in connection with any transaction between the parties, or other acts or behavior equivalent to these;
- g. In cases where the traveler committed acts which may damage our reputation or obstruct our business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these; or
- h. In cases where there is an inconvenience related to our business.  
(Time that the Tour Contract is Executed)

Article 8 The Subscription Type Organized Tour Contract shall be executed when we have accepted the execution of the Contract and have received the Application Fee as specified in the Article 5, paragraph 1.

2 Notwithstanding the provision of the preceding paragraph, the Communication Contract shall be executed when we send out a notice to the effect of communicating our acceptance of the execution of the Contract, except when an electronic notice of acceptance is sent out for the said Contract, in which case the Contract shall be executed when the said electronic notice has reached the traveler. (Delivery of Contract Document)

Article 9 We will promptly deliver to the traveler, a document (hereinafter referred to as the "Contract Document") detailing the itinerary, content of the Tour Service, Tour Prices, and other conditions of the Tour, as well as matters concerning our responsibility with regards to the Tour, promptly after the Tour Contract has been executed as defined in the preceding Article.

2 The scope of our responsibility for the Tour Service in making arrangements and administering itineraries under the Subscription Type Organized Tour Contract shall be based on the details stated in the Contract Document as specified in the preceding paragraph. (Determinate Document)

Article 10 In cases where it is not possible to state the determinate itinerary, or the names of transportation or accommodation facilities in the Contract Document as specified in the preceding Article, paragraph 1, we will list, on a limited basis, in the Contract Document, the names of facilities scheduled for accommodation and the names of transportation facilities important and to be shown in the Contract Document, and after we have delivered such a Contract Document, we will also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as specified in the said Contract Document, but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour, in cases where subscriptions for the Subscription Type Organized Tour Contract are made on or after the 7th day immediately preceding the start date of the Tour).

2 In the case of the preceding paragraph, when an enquiry is received from a traveler who wishes to confirm the status of arrangements, we will respond promptly and properly to such an enquiry before delivery of the Determinate Document to the said traveler.

3 In cases where the Determinate Document has been delivered as specified in paragraph 1, the scope of our responsibility for the Tour Service in making arrangements and administering itineraries shall be limited to the scope described in the said Determinate Document. (Method of Utilizing Telecommunication Technology)

Article 11 When, instead of physically delivering to the traveler the document, the Contract Document or the Determinate Document to be delivered at the time when the traveler is about to execute the Subscription Type Organized Tour Contract which describes details such as the itinerary, the Tour Service content, the Tour Price, other conditions of the Tour, and matters regarding our responsibility, we have provided the traveler, with his/her prior consent, with such details to be described in the said document(s) (hereinafter referred to in this Article as the "Described Details") by means of utilizing telecommunications technology, we will confirm that the Described Details have been recorded on a file as equipped in the communications equipment used by the traveler.

2 In the case of the preceding paragraph, when the communications equipment used by the said traveler is not equipped with a file for recording the Described Details, we will record the Described Details on a file (confined for exclusive use of the said traveler) as equipped in the communications equipment used by us, and confirm that the said traveler has viewed the Described Details. (Tour Price)

Article 12 The traveler will be required to pay to us the price for our providing of the Tour Service (hereinafter referred to as the "Tour Price") in the amount specified in the Contract Document on or before the date specified in the Contract Document prior to the starting date of the Tour Service.

2 When the Communication Contract has been executed, we will receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of our Affiliated Company without obtaining the traveler's signature on the designated voucher. In this case, the date on which the card is used shall be considered as the date the Tour Contract is executed.

### Chapter 3 - Alteration of the Contract

(Alteration of the Contract Content)

Article 13 In cases where there arise causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of the Tour Service by transportation and accommodation facilities, etc., orders from government and other public agencies, the need to use transportation services not based on our original transportation plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, we may be required to change the itinerary, content of the Tour Service and other content of the Subscription Type Organized Tour Contract (hereinafter referred to as the "Contract Content") by promptly explaining to the traveler beforehand the reasons for the nature of such causes being beyond our control and the correlation between such causes and subsequent changes. This shall be the case except at the time of an emergency, in which case, when unavoidable, we will explain to the traveler after such changes have been made. (Alteration of Tour Price)

Article 14 In cases where the transportation fare and charge applicable to the transportation facilities being used for the implementation of the Subscription Type Organized Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond price levels as normally assumed, due to significant changes to economic or other conditions, compared with the Applicable Fare and Charge made public as effective rates at the time when the Subscription Type Organized Tour was originally offered, we will be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.

2 In cases where we increase the Tour Price as provided for in the preceding paragraph, we will inform the traveler to that effect before the 15th day immediately preceding the starting date of the Tour.

3 In cases where the Applicable Fare and Charge are reduced as provided for in paragraph 1, we will decrease the Tour Price by the amount so reduced in accordance with the provision of the said paragraph.

4 If any change in the Contract Content according to the provisions of the preceding Article, causes any increase or decrease to accrue in the expenses required for the implementation of the Tour (including the cancellation fee, a penalty charge or other expenses already paid or payable from now for the Tour Service unreceived due to changes in the said Contract Content), we may change the Tour Price within the range of the amount increased or decreased when such Contract Content is changed (except when such increase of expenses is caused by a lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities, despite the fact that the relevant Tour Service is provided by the transportation and accommodation facilities, etc.).

5 In cases where we have stated in the Contract Document that the Tour Price varies with the number of persons utilizing the transportation and accommodation facilities, etc., and when the number of persons participating in the Tour changes due to causes not attributable to us after the execution of the Subscription Type Organized Tour Contract, we reserve the right to change the amount of the Tour Price as described in the Contract Document. (Change of Traveler)

Article 15 A traveler who has executed a Subscription Type Organized Tour Contract with us may assign his/her status under the said Contract to a third party, subject to our consent.

2 In cases where a traveler wishes to obtain our consent as provided in the preceding paragraph, the said traveler shall fill in the necessary information on the form designated by us, and submit it to us together with the handling fee in the designated amount to us.

3 The assignment of the said status under the Contract, as provided in paragraph 1, shall take effect when approved by us. After such approval, the third party who has acquired such status under the Tour Contract shall succeed to all rights and obligations concerning the said Subscription Type Organized Tour Contract as originally executed by the traveler.

### Chapter 4 - Cancellation of the Contract

(Traveler's Rights to Cancel the Contract)

Article 16 A traveler may, at any time, cancel the Subscription Type Organized Tour Contract by paying to us the cancellation fee specified in Schedule I. In cases where the said traveler wishes to cancel the Communication Contract, we will accept payment of the cancellation fee by using the card of the Affiliated Company without obtaining the said traveler's signature on the designated voucher.

2 Notwithstanding the provision of the preceding paragraph, the traveler may cancel, in any of the following cases, the Subscription Type Organized Tour without paying the cancellation fee before the start of the Tour.

a. In cases where the Contract Content has been changed by us, but limited only to such cases where the changes listed in the left column of Schedule II and other important changes;

b. In cases where the Tour Price is increased under the provision of Article 14, paragraph 1;

c. In cases where there arise such causes as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;

d. In cases where we fail to deliver the Determinate Document to the traveler on or before the date specified in Article 10, paragraph 1; or

e. In cases where the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document as a result of causes attributable to us.

3 Notwithstanding the provision of paragraph 1, when the traveler has been unable to receive the Tour Service as described in the Contract Document after the start of the Tour due to causes not attributable to him/her, or when we inform him/her to that effect, the said traveler may cancel the Contract for that portion of the Tour Service which he/she has been unable to receive, without paying the cancellation fee.

4 In the case of the preceding paragraph, we will refund to the traveler the portion of the Tour Price related to the portion of the Tour Service that has become unavailable. However, when the case of the preceding paragraph is not due to causes attributable to us, we will refund to the said traveler after deducting from the said amount the cancellation fee, penalty charges and any other amount related to the expenses already paid or payable on or after the cancellation for the said Tour Service. (Our Right to Cancel the Contract - Cancellation before the Start of the Tour)

Article 17 In any of the following events, we may cancel the Subscription Type Organized Tour Contract prior to the start of the Tour by explaining to the traveler the reason for the cancellation:

- a. In cases where it becomes known that the traveler does not meet the conditions required of Tour participants, such as sex, age, qualifications, skills, etc., as specified by us beforehand;
- b. In cases where the traveler is considered unable to participate in the said Tour due to illness, the absence of a necessary aide/helper or other such causes;
- c. In cases where the traveler is likely to cause trouble to other travelers or interfere with the smooth implementation of the Tour as a group;
- d. In cases where accommodating the traveler is burdensome and exceeds the responsibility provided for in the Contract Content beyond a reasonable extent;
- e. In cases where the number of travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document;
- f. In cases where it is highly likely that conditions required for implementation of the Tour as described at the time of the execution of the Contract, such as the sufficient amount of snowfall necessary for a ski Tour, may not come into being;
- g. In cases where there arises causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document;
- h. In cases where the Communication Contract has been executed, and the traveler is unable to settle in whole or in part the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company due to such causes as the credit card held by the traveler becoming invalid; or
- i. When it is found that the traveler falls under any of Article 7, items e through g.

2 In cases where the traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in Article 12, paragraph 1, the traveler shall be considered to have cancelled the Subscription Type Organized Tour Contract on the day immediately following the said due date. In this case, the said traveler shall pay a penalty charge in the amount equal to the cancellation fee as specified in the preceding Article, paragraph 1.

3 In cases where we cancel the Subscription Type Organized Tour Contract due to reasons specified in paragraph 1, item e, we will inform travelers participating in the Tour that the said Tour is to be cancelled before the 13th day immediately preceding the starting date of the Tour in the case of a Domestic Trip (before the 3rd day in the case of a day trip) and before the 23rd day in the case of an Overseas Trip (before the 33rd day, if the starting date falls within the Peak Season as defined in Schedule I).

(Our Right to Cancel the Contract - Cancellation after the Start of the Tour)

Article 18 In any of the following cases, we may cancel part of the Subscription Type Organized Tour Contract even after the start of the Tour by explaining to the traveler about the reason for the cancellation:

- a. In cases where the traveler is considered unable to continue the said Tour due to the absence of a necessary aide/helper or other causes;
- b. In cases where the traveler interferes with the safe and smooth implementation of the said Tour by not following our instructions as given by our tour escort or other staff, or by disrupting the disciplinary order of group activities by physically assaulting or threatening the said staff or other travelers;
- c. When it is found that the traveler falls under any of Article 7, items e through g; or
- d. In cases where there arise causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible to continue the Tour.

2 In cases where we have cancelled the Subscription Type Organized Tour Contract under the provision of the preceding paragraph, the contractual relationship between our Company and the traveler shall cease to exist from the cancellation thereof. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the traveler has effectively been redeemed.

3 In the case of the preceding paragraph, we will refund to the said traveler the amount remaining after deducting the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable from the cancellation thereof for said Tour Service from the amount covering the portion of the said Tour Service which has yet to be offered to the traveler out of the Tour Price.

(Refund of Tour Price)

Article 19 In cases where a refundable amount becomes due to the traveler as a result of the Tour Price being reduced under the provisions set forth in Article 14, paragraphs 3 through 5 or due to the cancellation of the Subscription Type Organized Tour Contract under the provisions of the preceding Articles 16 through 18, we will refund to the traveler the amount by which the Tour Price is reduced, within 7 days from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where the said refund is due to a reduction of the Tour Price or cancellation after the start of the Tour.

2 In cases where the Communication Contract has been executed with the traveler, we will pay a refund to the traveler according to the card membership rules of the Affiliated Company, if a refundable amount becomes due to him/her as a result of a reduction of the Tour Price under the provisions set forth in Article 14, paragraphs 3 through 5, or due to the cancellation of the Communication Contract under the provisions of the preceding Articles 16 through 18. In this case, we will notify the traveler of the refundable amount due within 7 days from the day immediately following the date of cancellation in the case of a refund due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document, in the case of a refund due to a reduction of the Tour Price or cancellation after the start of the Tour. The day upon which we notify the traveler shall be considered as the Date Card Used.

3 The provisions of the preceding two paragraphs shall not prevent the traveler or our Company from exercising the right to claim compensation for damages suffered under the provisions of Article 27 or Article 30, paragraph 1. (Arrangement for Return Trip after Cancellation of the Contract)

Article 20 In cases where we have cancelled the Subscription Type Organized Tour Contract after the start of the Tour under the provisions of Article 18, paragraph 1, items a or d, we will undertake to make arrangements for the Tour Services as needed for the traveler to return to the place of departure of the said Tour at the request of the traveler.

2 In the case of the preceding paragraph, all expenses required for the return trip to the departure place shall be borne by the traveler.

## Chapter 5 - Contracts with Organizations and Groups

(Contracts with Organizations and Groups)

Article 21 We will apply the provisions of this Chapter to the execution of the Subscription Type Organized Tour Contracts in cases where we receive subscriptions from two or more travelers who are to travel the same route at the same time, provided that each traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative"). (Contract Representative)

Article 22 Unless a Special Contract is executed, we will consider the Contract Representative as the person holding all power of representation concerning the execution of the Subscription Type Organized Tour Contract for travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Members"), and we will handle all transactions concerning the Tour business related to the said organization or group with the said Contract Representative.

2 The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by us.

3 We will not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present, or liabilities or obligations which the Contract Representative is likely to assume in the future.

4 In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be deemed by us to be the Contract Representative after the commencement of the Tour.

## Chapter 6 - Administration of Itinerary

(Administration of Itinerary)

Article 23 We will make efforts to secure the safe and smooth implementation of the Tour for the traveler and carry out the following services for the said traveler, except where we have executed a special contract which differs from these services:

a. In cases where it is considered that the traveler is unlikely to be able to receive the Tour Service during the Tour, to take necessary measures to ensure that the traveler will receive such Tour Service as specified in the Subscription Type Organized Tour Contract; and

b. In cases where alteration of the Contract Content becomes unavoidable despite the measures taken as described in the preceding paragraph, to make arrangements for alternative services. In cases where the Tour itinerary is to be changed, we will make efforts to make an alternative itinerary after the change measure up to the purpose of the original Tour itinerary. Also, in cases where we are required to change the content of the Tour Service, we will try to minimize alterations to the Contract Content by making the content of the Tour Service after the change as close to the originally planned content as possible.

(Instructions by Our Company)

Article 24 The traveler shall be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from start to finish, in order to implement the Tour safely and smoothly. (Services of Tour Escort, etc.)

Article 25 There are cases where we will ask tour escorts or others to accompany the Tour, depending on the content of the Tour, and handle the services described in each item of Article 23 in whole or in part or any other services we consider necessary in connection with the said Subscription Type Organized Tour.

2 In general, the service hours for the said tour escorts or others to engage in the services as described in the preceding paragraph shall, range from 8:00 to 20:00 local time. (Protective Measures)

Article 26 In the case that a situation arises where we consider the traveler to be in a condition requiring protection due to sickness, injury, etc. during the Tour, we may take the necessary measures. In these cases, if the cause is not attributable to us, the expenditure required for the said measures shall be borne by the said traveler and shall be payable by the traveler on or before the date set by us by the method designated by us.

### Chapter 7 - Responsibility

(Responsibility of Our Company)

Article 27 We will be responsible for the compensation of damages caused to the traveler intentionally or negligently by us or by our agent (hereinafter referred to as the "Business Agent") who has been engaged by us to make arrangements on our behalf under the provision of Article 4. Such compensation shall be limited to cases where notice has been given to us within two years from the day immediately following the day when the damages occurred.

2 In cases where the traveler has suffered damages due to causes beyond the control of our Company or our Business Agent such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other such causes, we will not be responsible for compensation, except in the case of the preceding paragraph.

3 With regard to damages caused to baggage as described in paragraph 1, notwithstanding the provision of the said paragraph, we will compensate the traveler up to ¥150,000 as a maximum amount per traveler (except in cases where the damages were caused by us intentionally or by our gross negligence), only in cases where we have been notified of the damages within 14 days in the case of the Domestic Trip, and within 21 days in the case of an Overseas Trip, from the day immediately following the day when the damages have occurred. (Special Indemnity)

Article 28 We will pay an indemnity and a solatium of the amount set beforehand for certain damages caused to the life, body or baggage of the traveler while he/she is participating in the Subscription Type Organized Tour, in accordance with the provision of the separate Rules of Special Compensation attached hereto, regardless of whether or not we are responsible for causing the said damages under the preceding Article, paragraph 1.

2 In cases where we are responsible under the provision of the preceding Article, paragraph 1 for damages caused as described in the preceding paragraph, the indemnity payable by us according to the preceding paragraph shall be, within the limit of the amount of damage compensation payable based on the said responsibility, considered as the compensation for the said damages.

3 In such cases as provided in the preceding paragraph, our responsibility to pay the indemnity based on the preceding paragraph 1 of this Article shall be reduced by an amount equal to the damage compensation money payable by us, under the provision of the preceding Article, paragraph 1 (including the indemnity considered as the damage compensation money according to the provision of the preceding paragraph).

4 The Subscription Type Organized Tours which we implement by collecting a separate Tour Price from the traveler participating in our Subscription Type Organized Tour shall be handled as part of the content of the principal Subscription Type Organized Tour Contact. (Guarantee of Itinerary)

Article 29 In cases where a major alteration is made to the Contract Content described in the left column of Schedule II (except the alterations described in each of the following items (excluding alterations caused by the lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities, despite the fact that the said Tour Service is provided by the transportation and accommodation facilities, etc.)), we will pay an indemnity for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage as specified in the right column of the said Schedule within 30 days from the immediately following the last day of the Tour, except in cases where it is clear that we will bear the responsibility under the provision of Article 27, paragraph 1 regarding the said alterations.

a. Alterations due to the following causes:

- (1) Acts of God;
- (2) Acts of war;
- (3) Civil commotion;
- (4) Orders from government and other public agencies;
- (5) Suspension of Tour Services by transportation and accommodation facilities, etc.;
- (6) Offering a transportation service not included in the original travel plan; or
- (7) Measures required to ensure the safety of the life and body of the tour participants

b. Alterations relating to the cancelled portion of the Subscription Type Organized Tour Contract its cancellation based on the provisions of Article 16 through Article 18.

2 The maximum amount of indemnity payable by us for such alterations per traveler for one Subscription Type Organized Tour shall be the amount reached by multiplying the Tour Price by the percentage set by us equal to or in excess of 15%. However, in cases where the amount of indemnity per traveler for one Subscription Type Organized Tour falls below 1,000 yen, we will not be obliged to pay the indemnity for the alteration.

3 In cases where it becomes clear that we are liable for the said alteration, based on the provision of Article 27, paragraph 1, after we have paid indemnity for the alteration in accordance with the provision of paragraph 1 of this Article, the traveler will be required to repay such indemnity paid for the said alteration. In such a case, we will pay the balance by offsetting the amount of compensation payable by us based on the provision of the said paragraph by the amount of indemnity due to be repaid by the traveler.

(Responsibility of the Traveler)

Article 30 In cases where we have suffered damages due to the willful misconduct or negligence of a traveler, the said traveler shall be required to compensate us for the damages.

2 When the traveler executes the Subscription Type Organized Tour Contract, the traveler will be required to make efforts to understand the content of the said Subscription Type Organized Tour Contract, such as the rights and obligations of the traveler, etc., by utilizing information as provided by us.

3 Should the traveler realize that the Tour Service being offered differs from that as stated in the Contract Document after the start of the Tour, in order for the traveler to smoothly receive the Tour Service as described in the Contract Document, the traveler shall promptly report to us, or our Business Agent or the provider of the said Tour Service at the touring point.

### Chapter 8 - Business Guarantee Bonds (In Cases of not Being a Security Member of the Association of Travel Agents) (Business Guarantee Bonds)

Article 31 The traveler or the Constituent Member who has executed the Subscription Type Organized Tour Contract with us is entitled to be reimbursed from business guarantee bonds deposited by us under the provision of Article 7, paragraph

1 of the Travel Agency Law in conjunction with claims as arising from the said transaction.

2 The name and location of the deposit office where we have deposited the business guarantee bonds are as follows:

- a. Name
- b. Location

### Chapter 8 - Compensation Business Guarantee Bonds (In Cases of Being a Security Member of the Association of Travel Agents) (Compensation Business Guarantee Bonds)

Article 31 We are a Security Member of the All Nippon Travel Agents Association located at Akasaka, Shasta · East building 4-2-19 Minato-ku, Tokyo

2 The traveler or the Constituent Member who has executed the Subscription Type Organized Tour Contract with us is entitled to be reimbursed from compensation business guarantee bonds as deposited by the All Nippon Travel Agents Association as described in the preceding paragraph, up to the maximum amount of 11,000,000 yen in conjunction with claims as arising from the said transaction.

3 As we have paid our share of the compensation business guarantee bonds to of the All Nippon Travel Agents Association in accordance with the provision of Article 49, paragraph 1 of the Travel Agency Law, we have not deposited the business guarantee bonds based on Article 7, paragraph 1 of the Travel Agency Law.

Schedule I - Cancellation fees (related to Article 16, paragraph 1)

1. Cancellation fees related to Domestic Trip

Classification Cancellation	Cancellation Fee
a. Subscription Type Organized Tour Contract excluding the following column b	
(1) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (5)).	Up to 20% of the tour price
(2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).	Up to 30% of the Tour Price
(3) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	Up to 40% of the Tour Price
(4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).	Up to 50% of the Tour Price
(5) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Subscription Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the said vessel
Remark: ① The amount of the cancellation fee shall be specified in the Contract Document. ② In applying this Schedule, "After the Start of the Tour" refers to after "The time when the traveler starts receiving the service" stipulated in Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.	

Alterations Requiring Payment of Indemnity Percentage	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
(1). Alterations to the starting or final days of the Tour described in the Contract Document	1.5	3.0
(2). Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3). Alterations to the class or facilities of transportation facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document)	1.0	2.0
(4). Alterations to the class of the transportation facilities or in the names of companies as specified in the Contract Document	1.0	2.0
(5). Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the Contract Document	1.0	2.0
(6). Alterations/additions to connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly between Japan and outside of Japan as specified in the Contract Document	1.0	2.0
(7). Alterations of the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
(8). Alterations to the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0
(9). Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from (1) through (8) above.	2.5	5.0
Note 1. "Prior to the Start of the Tour" shall refer to cases where the traveler has been notified of the relevant alteration, no later than the day prior to the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the traveler has been notified of the relevant alteration on or after the starting day of the Tour.		

## Tour Operator / Contact

Hokkaido Treasure Island Travel Inc.

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## Disclaimer

Public Notice No. 1593 by the Ministry of Land, Infrastructure and Transport  
This is an official announcement of the following revision concerning all terms and conditions of the standard general conditions of travel agency business (Public Notice No.790 by the Ministry of Transport dated December 19, 1995) as stipulated in Article 12 -3 of the Travel Agency Law (Law No. 239 of 1952) December 16, 2004  
Kazuo Kitagawa, Minister of Land, Infrastructure and Transport

Final revision: March 29, 30th Year of Heisei – 2018

Public Notice No. 9 by the Japan Tourism Agency (Effective from April 1, 30th Year of Heisei – 2018)

## Standard General Conditions of Travel Agency Business

### Subscription Type Organized Tour Contract Part

#### Chapter 1 - General Provisions

(Scope of Application)

Article 1 The Contract of our Company (hereinafter referred to as “We,” “Us,” or “Our” as the case may be) concerning the subscription type organized tour to be executed with the traveler (hereinafter referred to as the “Subscription Type Organized Tour Contract”, or “Contract) shall be based on the General Conditions. In the case that any matter not stipulated in the General Conditions arises, ordinance or generally established practice shall be applied.

2 In cases where we execute a special contract (hereinafter referred to as the “Special Contract”) with the traveler in writing without violating the relevant law and harming the interests of the traveler, such Special Contract shall be given priority, notwithstanding the provision of the preceding paragraph.

(Definition of Terminology)

Article 2 In the General Conditions, “Subscription Type Organized Tour” or “Tour” shall mean such tours for which we prepare beforehand for subscription by travelers, travel plans including destinations, itineraries, transportation services and accommodation services to be offered to travelers, as well as the Tour Price amount (as defined in Article 12 below) payable to us by travelers, which shall be implemented as planned.

2 In the General Conditions, “Domestic Trip” shall mean trips within Japan only, and “Overseas Trip” shall mean those trips other than a Domestic Trip.

3 In this Part, the “Communication Contract” shall mean the Subscription Type Organized Tour Contract, which is executed between us and a card member of the credit card company affiliated with us or the company marketing our Subscription Type Organized Tour on behalf of us (hereinafter referred to as an “Affiliated Company”) by subscription through telephone, mail, facsimile, or other means of communication, subject to prior consent of the traveler to the effect that the claims or obligations held by us, such as the Tour Price to the traveler based on Subscription Type Organized Tour Contract are settled on or after the due date of such claims or obligations according to card membership rules as provided separately by the Affiliated Company, and also subject to payment of the Tour Price, etc. payable under the said Subscription Type Organized Tour Contract according to the methods specified in Article 12, paragraph 2, the latter part of Article 16, paragraph 1 and Article 19, paragraph 2.

4 In this Part, the “Electronic Consent Notice” shall mean a notice issued in acceptance of the subscription for the Contract, and is conducted by means of transmission, among the methods utilizing information and communication technologies, via telecommunication lines connecting the computer, facsimile, telex or telephone (hereinafter referred to as the “Electronic Computer, etc.”) used by us, or the company marketing our Subscription Type Organized Tour on our behalf, with the Electronic Computer, etc. used by the traveler.

5 In the General Conditions, the “Date Card Used” shall mean the date when the traveler or our Company becomes obligated to pay the Tour Price, etc. or executes refundable liability under the Subscription Type Organized Tour Contract. (Content of Tour Contract)

Article 3 We undertake to make arrangements and administer the itinerary under the Subscription Type Organized Tour Contract so that the traveler can be provided with transportation, accommodation and other services as offered by transportation and accommodation businesses, etc. (hereinafter referred to as the “Tour Service”) according to the itinerary provided by us. (Business Agent)

Article 4 There are cases where we may engage other travel agents, professional arrangers or other helpers in or outside Japan, in order to have them make arrangements in whole or in part on our behalf for the execution of the Subscription Type Organized Tour Contract.

### Chapter 2 – Execution of Contract

(Subscription for the Tour Contract)

Article 5 A traveler who wishes to subscribe to our Subscription Type Organized Tour Contract shall fill in the necessary information in the application form as designated by us (hereinafter referred to as the “Application Form”), and shall submit it to us together with the required payment to apply for the Subscription Type Organized Tour Contract (hereinafter referred to as the “Application Fee”) as separately specified by us.

2 Notwithstanding the provision of the preceding paragraph, a traveler who wishes to subscribe to our Communication Contract will be required to notify us of the name of the desired Subscription Type Organized Tour, the start date of the Tour, the traveler's membership number and other information as required (hereinafter referred to as the “Membership Number, etc.”).

3 The Application Fee as specified in paragraph 1 shall be treated as part of the Tour Price, a cancellation fee or a penalty charge.

4 In cases where the traveler participating in the Subscription Type Organized Tour requires special attention, the said traveler shall mention such a request to us at the time of application for the Contract. In this case we will try to accommodate such a request as far as possible.

5 Any expenses incurred as a result of the special arrangements made at the request of the traveler under the preceding paragraph shall be borne by the said traveler. (Subscription by Telephone, etc.)

Article 6 Subscriptions for the Subscription Type Organized Tour Contract are accepted by means of telephone, mail, facsimile and other means of communications. In such cases, the Contract is not executed at the time of subscription, and the traveler for the said Tour will submit an Application Form and Application Fee, or notify us of his or her Membership Number, etc. within the period as designated by us, in accordance with the provision of paragraph 1 or paragraph 2 of the preceding Article 5, after we have notified the said traveler of our acceptance of his or her subscription.

2 Upon the submission of the Application Form and Application Fee as specified in the preceding paragraph, or when we have been notified of the traveler's Membership Number, etc., the order in which we execute the Subscription Type Organized Tour Contract with the said traveler shall be subject to the order in which we receive his or her Application Form and Application Fee, or the traveler's Membership Number.

3 In cases where the traveler fails to submit the Application Fee, or to notify us of his or her Membership Number, etc. within the period specified in paragraph 1 above, we will consider such a subscription as not having been received and treat it accordingly. (Rejection of the Execution of the Contract)

Article 7 Any one of the following is a case upon which we reserve the right to decline the execution.

- a. In cases where the sex, age, qualifications, skills or other conditions of the traveler in question do not meet such conditions as specified by us in advance, as required of travelers participating in the Tour;
- b. In cases where the number of travelers subscribing for the Tour has already reached the maximum number of participants as scheduled for the Tour;
- c. In cases where the traveler in question subscribing for the Tour is likely to create a nuisance for other travelers or hinder smooth implementation of the Tour as a group;
- d. In cases where the Communication Contract is about to be executed, and the traveler is unable to settle in whole or in part, the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company. Such reasons may be due to, but not limited to, the credit card as held by the traveler in question, being found to be invalid;
- e. In cases where the traveler is recognized as a gang member, an associated gang member, a person or a company related to crime syndicates, a corporate racketeer or any other antisocial forces;
- f. In cases where the traveler has made claims through forceful behavior or unjust claims to us or acted in a threatening manner or made threatening statements, or has conducted violent acts or behavior in connection with any transaction between the parties, or other acts or behavior equivalent to these;
- g. In cases where the traveler committed acts which may damage our reputation or obstruct our business by spreading false rumors, the use of fraudulent means or by force, or other acts or behavior equivalent to these; or
- h. In cases where there is an inconvenience related to our business.  
(Time that the Tour Contract is Executed)

Article 8 The Subscription Type Organized Tour Contract shall be executed when we have accepted the execution of the Contract and have received the Application Fee as specified in the Article 5, paragraph 1.

2 Notwithstanding the provision of the preceding paragraph, the Communication Contract shall be executed when we send out a notice to the effect of communicating our acceptance of the execution of the Contract, except when an electronic notice of acceptance is sent out for the said Contract, in which case the Contract shall be executed when the said electronic notice has reached the traveler. (Delivery of Contract Document)

Article 9 We will promptly deliver to the traveler, a document (hereinafter referred to as the "Contract Document") detailing the itinerary, content of the Tour Service, Tour Prices, and other conditions of the Tour, as well as matters concerning our responsibility with regards to the Tour, promptly after the Tour Contract has been executed as defined in the preceding Article.

2 The scope of our responsibility for the Tour Service in making arrangements and administering itineraries under the Subscription Type Organized Tour Contract shall be based on the details stated in the Contract Document as specified in the preceding paragraph. (Determinate Document)

Article 10 In cases where it is not possible to state the determinate itinerary, or the names of transportation or accommodation facilities in the Contract Document as specified in the preceding Article, paragraph 1, we will list, on a limited basis, in the Contract Document, the names of facilities scheduled for accommodation and the names of transportation facilities important and to be shown in the Contract Document, and after we have delivered such a Contract Document, we will also deliver a document with descriptions of determinate conditions (hereinafter referred to as the "Determinate Document") on or before the date as specified in the said Contract Document, but no later than the day immediately preceding the starting date of the Tour (or the starting date of the Tour, in cases where subscriptions for the Subscription Type Organized Tour Contract are made on or after the 7th day immediately preceding the start date of the Tour).

2 In the case of the preceding paragraph, when an enquiry is received from a traveler who wishes to confirm the status of arrangements, we will respond promptly and properly to such an enquiry before delivery of the Determinate Document to the said traveler.

3 In cases where the Determinate Document has been delivered as specified in paragraph 1, the scope of our responsibility for the Tour Service in making arrangements and administering itineraries shall be limited to the scope described in the said Determinate Document. (Method of Utilizing Telecommunication Technology)

Article 11 When, instead of physically delivering to the traveler the document, the Contract Document or the Determinate Document to be delivered at the time when the traveler is about to execute the Subscription Type Organized Tour Contract which describes details such as the itinerary, the Tour Service content, the Tour Price, other conditions of the Tour, and matters regarding our responsibility, we have provided the traveler, with his/her prior consent, with such details to be described in the said document(s) (hereinafter referred to in this Article as the "Described Details") by means of utilizing telecommunications technology, we will confirm that the Described Details have been recorded on a file as equipped in the communications equipment used by the traveler.

2 In the case of the preceding paragraph, when the communications equipment used by the said traveler is not equipped with a file for recording the Described Details, we will record the Described Details on a file (confined for exclusive use of the said traveler) as equipped in the communications equipment used by us, and confirm that the said traveler has viewed the Described Details. (Tour Price)

Article 12 The traveler will be required to pay to us the price for our providing of the Tour Service (hereinafter referred to as the "Tour Price") in the amount specified in the Contract Document on or before the date specified in the Contract Document prior to the starting date of the Tour Service.

2 When the Communication Contract has been executed, we will receive payment of the Tour Price in the amount specified in the Contract Document by the credit card of our Affiliated Company without obtaining the traveler's signature on the designated voucher. In this case, the date on which the card is used shall be considered as the date the Tour Contract is executed.

### Chapter 3 - Alteration of the Contract

#### (Alteration of the Contract Content)

Article 13 In cases where there arise causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of the Tour Service by transportation and accommodation facilities, etc., orders from government and other public agencies, the need to use transportation services not based on our original transportation plan, and other causes, and when it is considered unavoidable in order to effect the safe and smooth implementation of the Tour, we may be required to change the itinerary, content of the Tour Service and other content of the Subscription Type Organized Tour Contract (hereinafter referred to as the "Contract Content") by promptly explaining to the traveler beforehand the reasons for the nature of such causes being beyond our control and the correlation between such causes and subsequent changes. This shall be the case except at the time of an emergency, in which case, when unavoidable, we will explain to the traveler after such changes have been made. (Alteration of Tour Price)

Article 14 In cases where the transportation fare and charge applicable to the transportation facilities being used for the implementation of the Subscription Type Organized Tour (hereinafter in this Article referred to as the "Applicable Fare and Charge") are increased or reduced considerably beyond price levels as normally assumed, due to significant changes to economic or other conditions, compared with the Applicable Fare and Charge made public as effective rates at the time when the Subscription Type Organized Tour was originally offered, we will be permitted to increase or reduce the amount of the Tour Price within the range of the amount so increased or reduced.

2 In cases where we increase the Tour Price as provided for in the preceding paragraph, we will inform the traveler to that effect before the 15th day immediately preceding the starting date of the Tour.

3 In cases where the Applicable Fare and Charge are reduced as provided for in paragraph 1, we will decrease the Tour Price by the amount so reduced in accordance with the provision of the said paragraph.

4 If any change in the Contract Content according to the provisions of the preceding Article, causes any increase or decrease to accrue in the expenses required for the implementation of the Tour (including the cancellation fee, a penalty charge or other expenses already paid or payable from now for the Tour Service unreceived due to changes in the said Contract Content), we may change the Tour Price within the range of the amount increased or decreased when such Contract Content is changed (except when such increase of expenses is caused by a lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities, despite the fact that the relevant Tour Service is provided by the transportation and accommodation facilities, etc.).

5 In cases where we have stated in the Contract Document that the Tour Price varies with the number of persons utilizing the transportation and accommodation facilities, etc., and when the number of persons participating in the Tour changes due to causes not attributable to us after the execution of the Subscription Type Organized Tour Contract, we reserve the right to change the amount of the Tour Price as described in the Contract Document. (Change of Traveler)

Article 15 A traveler who has executed a Subscription Type Organized Tour Contract with us may assign his/her status under the said Contract to a third party, subject to our consent.

2 In cases where a traveler wishes to obtain our consent as provided in the preceding paragraph, the said traveler shall fill in the necessary information on the form designated by us, and submit it to us together with the handling fee in the designated amount to us.

3 The assignment of the said status under the Contract, as provided in paragraph 1, shall take effect when approved by us. After such approval, the third party who has acquired such status under the Tour Contract shall succeed to all rights and obligations concerning the said Subscription Type Organized Tour Contract as originally executed by the traveler.

## Chapter 4 - Cancellation of the Contract

(Traveler's Rights to Cancel the Contract)

Article 16 A traveler may, at any time, cancel the Subscription Type Organized Tour Contract by paying to us the cancellation fee specified in Schedule I. In cases where the said traveler wishes to cancel the Communication Contract, we will accept payment of the cancellation fee by using the card of the Affiliated Company without obtaining the said traveler's signature on the designated voucher.

2 Notwithstanding the provision of the preceding paragraph, the traveler may cancel, in any of the following cases, the Subscription Type Organized Tour without paying the cancellation fee before the start of the Tour.

- a. In cases where the Contract Content has been changed by us, but limited only to such cases where the changes listed in the left column of Schedule II and other important changes;
- b. In cases where the Tour Price is increased under the provision of Article 14, paragraph 1;
- c. In cases where there arise such causes as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour;
- d. In cases where we fail to deliver the Determinate Document to the traveler on or before the date specified in Article 10, paragraph 1; or
- e. In cases where the implementation of the Tour has been precluded as scheduled according to the itinerary described in the Contract Document as a result of causes attributable to us.

3 Notwithstanding the provision of paragraph 1, when the traveler has been unable to receive the Tour Service as described in the Contract Document after the start of the Tour due to causes not attributable to him/her, or when we inform him/her to that effect, the said traveler may cancel the Contract for that portion of the Tour Service which he/she has been unable to receive, without paying the cancellation fee.

4 In the case of the preceding paragraph, we will refund to the traveler the portion of the Tour Price related to the portion of the Tour Service that has become unavailable. However, when the case of the preceding paragraph is not due to causes attributable to us, we will refund to the said traveler after deducting from the said amount the cancellation fee, penalty charges and any other amount related to the expenses already paid or payable on or after the cancellation for the said Tour Service. (Our Right to Cancel the Contract - Cancellation before the Start of the Tour)

Article 17 In any of the following events, we may cancel the Subscription Type Organized Tour Contract prior to the start of the Tour by explaining to the traveler the reason for the cancellation:

- a. In cases where it becomes known that the traveler does not meet the conditions required of Tour participants, such as sex, age, qualifications, skills, etc., as specified by us beforehand;
- b. In cases where the traveler is considered unable to participate in the said Tour due to illness, the absence of a necessary aide/helper or other such causes;
- c. In cases where the traveler is likely to cause trouble to other travelers or interfere with the smooth implementation of the Tour as a group;
- d. In cases where accommodating the traveler is burdensome and exceeds the responsibility provided for in the Contract Content beyond a reasonable extent;
- e. In cases where the number of travelers participating in the Tour does not reach the minimum number of participants for the Tour as specified in the Contract Document;
- f. In cases where it is highly likely that conditions required for implementation of the Tour as described at the time of the execution of the Contract, such as the sufficient amount of snowfall necessary for a ski Tour, may not come into being;
- g. In cases where there arises causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible or highly unlikely to carry out the safe and smooth implementation of the Tour as scheduled according to the itinerary described in the Contract Document;
- h. In cases where the Communication Contract has been executed, and the traveler is unable to settle in whole or in part the liability related to his or her Tour Price, etc. as stipulated in the card membership rules of the Affiliated Company due to such causes as the credit card held by the traveler becoming invalid; or
- i. When it is found that the traveler falls under any of Article 7, items e through g.

2 In cases where the traveler does not pay the Tour Price by the due date specified in the Contract Document as provided in Article 12, paragraph 1, the traveler shall be considered to have cancelled the Subscription Type Organized Tour Contract on the day immediately following the said due date. In this case, the said traveler shall pay a penalty charge in the amount equal to the cancellation fee as specified in the preceding Article, paragraph 1.

3 In cases where we cancel the Subscription Type Organized Tour Contract due to reasons specified in paragraph 1, item e, we will inform travelers participating in the Tour that the said Tour is to be cancelled before the 13th day immediately preceding the starting date of the Tour in the case of a Domestic Trip (before the 3rd day in the case of a day trip) and before the 23rd day in the case of an Overseas Trip (before the 33rd day, if the starting date falls within the Peak Season as defined in Schedule I).

(Our Right to Cancel the Contract - Cancellation after the Start of the Tour)

Article 18 In any of the following cases, we may cancel part of the Subscription Type Organized Tour Contract even after the start of the Tour by explaining to the traveler about the reason for the cancellation:

- a. In cases where the traveler is considered unable to continue the said Tour due to the absence of a necessary aide/helper or other causes;
- b. In cases where the traveler interferes with the safe and smooth implementation of the said Tour by not following our instructions as given by our tour escort or other staff, or by disrupting the disciplinary order of group activities by physically assaulting or threatening the said staff or other travelers;
- c. When it is found that the traveler falls under any of Article 7, items e through g; or
- d. In cases where there arise causes beyond our control, such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other causes, whereby it becomes impossible to continue the Tour.

2 In cases where we have cancelled the Subscription Type Organized Tour Contract under the provision of the preceding paragraph, the contractual relationship between our Company and the traveler shall cease to exist from the cancellation thereof. In such a case, it shall be deemed that our liability related to the Tour Service already provided to the traveler has effectively been redeemed.

3 In the case of the preceding paragraph, we will refund to the said traveler the amount remaining after deducting the cancellation fee, penalty charge and any other amount related to the expenses already paid or payable from the cancellation thereof for said Tour Service from the amount covering the portion of the said Tour Service which has yet to be offered to the traveler out of the Tour Price.

(Refund of Tour Price)

Article 19 In cases where a refundable amount becomes due to the traveler as a result of the Tour Price being reduced under the provisions set forth in Article 14, paragraphs 3 through 5 or due to the cancellation of the Subscription Type Organized Tour Contract under the provisions of the preceding Articles 16 through 18, we will refund to the traveler the amount by which the Tour Price is reduced, within 7 days from the day immediately following the date of cancellation, in cases where the refund is due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document, in cases where the said refund is due to a reduction of the Tour Price or cancellation after the start of the Tour.

2 In cases where the Communication Contract has been executed with the traveler, we will pay a refund to the traveler according to the card membership rules of the Affiliated Company, if a refundable amount becomes due to him/her as a result of a reduction of the Tour Price under the provisions set forth in Article 14, paragraphs 3 through 5, or due to the cancellation of the Communication Contract under the provisions of the preceding Articles 16 through 18. In this case, we will notify the traveler of the refundable amount due within 7 days from the day immediately following the date of cancellation in the case of a refund due to cancellation prior to the start of the Tour, or within 30 days from the day immediately following the last day of the Tour as stated in the Contract Document, in the case of a refund due to a reduction of the Tour Price or cancellation after the start of the Tour. The day upon which we notify the traveler shall be considered as the Date Card Used.

3 The provisions of the preceding two paragraphs shall not prevent the traveler or our Company from exercising the right to claim compensation for damages suffered under the provisions of Article 27 or Article 30, paragraph 1. (Arrangement for Return Trip after Cancellation of the Contract)

Article 20 In cases where we have cancelled the Subscription Type Organized Tour Contract after the start of the Tour under the provisions of Article 18, paragraph 1, items a or d, we will undertake to make arrangements for the Tour Services as needed for the traveler to return to the place of departure of the said Tour at the request of the traveler.

2 In the case of the preceding paragraph, all expenses required for the return trip to the departure place shall be borne by the traveler.

## Chapter 5 - Contracts with Organizations and Groups

(Contracts with Organizations and Groups)

Article 21 We will apply the provisions of this Chapter to the execution of the Subscription Type Organized Tour Contracts in cases where we receive subscriptions from two or more travelers who are to travel the same route at the same time, provided that each traveler appoints a responsible representative (hereinafter referred to as the "Contract Representative"). (Contract Representative)

Article 22 Unless a Special Contract is executed, we will consider the Contract Representative as the person holding all power of representation concerning the execution of the Subscription Type Organized Tour Contract for travelers who compose his/her organization or group (hereinafter referred to as the "Constituent Members"), and we will handle all transactions concerning the Tour business related to the said organization or group with the said Contract Representative.

2 The Contract Representative is required to submit a list of the Constituent Members on or before the date as specified by us.

3 We will not be held responsible for the liabilities or obligations which the Contract Representative assumes to the Constituent Members at present, or liabilities or obligations which the Contract Representative is likely to assume in the future.

4 In cases where the Contract Representative does not accompany his/her organization or group during the Tour, one of the Constituent Members appointed by the Contract Representative beforehand shall be deemed by us to be the Contract Representative after the commencement of the Tour.

## Chapter 6 - Administration of Itinerary

(Administration of Itinerary)

Article 23 We will make efforts to secure the safe and smooth implementation of the Tour for the traveler and carry out the following services for the said traveler, except where we have executed a special contract which differs from these services:

a. In cases where it is considered that the traveler is unlikely to be able to receive the Tour Service during the Tour, to take necessary measures to ensure that the traveler will receive such Tour Service as specified in the Subscription Type Organized Tour Contract; and

b. In cases where alteration of the Contract Content becomes unavoidable despite the measures taken as described in the preceding paragraph, to make arrangements for alternative services. In cases where the Tour itinerary is to be changed, we will make efforts to make an alternative itinerary after the change measure up to the purpose of the original Tour itinerary. Also, in cases where we are required to change the content of the Tour Service, we will try to minimize alterations to the Contract Content by making the content of the Tour Service after the change as close to the originally planned content as possible.

(Instructions by Our Company)

Article 24 The traveler shall be required to follow the instructions of our Company while the Tour is conducted as a group during the Tour from start to finish, in order to implement the Tour safely and smoothly. (Services of Tour Escort, etc.)

Article 25 There are cases where we will ask tour escorts or others to accompany the Tour, depending on the content of the Tour, and handle the services described in each item of Article 23 in whole or in part or any other services we consider necessary in connection with the said Subscription Type Organized Tour.

2 In general, the service hours for the said tour escorts or others to engage in the services as described in the preceding paragraph shall, range from 8:00 to 20:00 local time. (Protective Measures)

Article 26 In the case that a situation arises where we consider the traveler to be in a condition requiring protection due to sickness, injury, etc. during the Tour, we may take the necessary measures. In these cases, if the cause is not attributable to us, the expenditure required for the said measures shall be borne by the said traveler and shall be payable by the traveler on or before the date set by us by the method designated by us.

### Chapter 7 - Responsibility

(Responsibility of Our Company)

Article 27 We will be responsible for the compensation of damages caused to the traveler intentionally or negligently by us or by our agent (hereinafter referred to as the "Business Agent") who has been engaged by us to make arrangements on our behalf under the provision of Article 4. Such compensation shall be limited to cases where notice has been given to us within two years from the day immediately following the day when the damages occurred.

2 In cases where the traveler has suffered damages due to causes beyond the control of our Company or our Business Agent such as acts of God, acts of war, civil commotion, suspension of Tour Services by transportation and accommodation facilities, etc., orders from government and other public agencies, and other such causes, we will not be responsible for compensation, except in the case of the preceding paragraph.

3 With regard to damages caused to baggage as described in paragraph 1, notwithstanding the provision of the said paragraph, we will compensate the traveler up to ¥150,000 as a maximum amount per traveler (except in cases where the damages were caused by us intentionally or by our gross negligence), only in cases where we have been notified of the damages within 14 days in the case of the Domestic Trip, and within 21 days in the case of an Overseas Trip, from the day immediately following the day when the damages have occurred. (Special Indemnity)

Article 28 We will pay an indemnity and a solatium of the amount set beforehand for certain damages caused to the life, body or baggage of the traveler while he/she is participating in the Subscription Type Organized Tour, in accordance with the provision of the separate Rules of Special Compensation attached hereto, regardless of whether or not we are responsible for causing the said damages under the preceding Article, paragraph 1.

2 In cases where we are responsible under the provision of the preceding Article, paragraph 1 for damages caused as described in the preceding paragraph, the indemnity payable by us according to the preceding paragraph shall be, within the limit of the amount of damage compensation payable based on the said responsibility, considered as the compensation for the said damages.

3 In such cases as provided in the preceding paragraph, our responsibility to pay the indemnity based on the preceding paragraph 1 of this Article shall be reduced by an amount equal to the damage compensation money payable by us, under the provision of the preceding Article, paragraph 1 (including the indemnity considered as the damage compensation money according to the provision of the preceding paragraph).

4 The Subscription Type Organized Tours which we implement by collecting a separate Tour Price from the traveler participating in our Subscription Type Organized Tour shall be handled as part of the content of the principal Subscription Type Organized Tour Contact. (Guarantee of Itinerary)

Article 29 In cases where a major alteration is made to the Contract Content described in the left column of Schedule II (except the alterations described in each of the following items (excluding alterations caused by the lack of seats/rooms in the transportation and accommodation facilities, etc. or other facilities, despite the fact that the said Tour Service is provided by the transportation and accommodation facilities, etc.)), we will pay an indemnity for such alterations which is equal to or in excess of the amount reached by multiplying the Tour Price by the percentage as specified in the right column of the said Schedule within 30 days from the immediately following the last day of the Tour, except in cases where it is clear that we will bear the responsibility under the provision of Article 27, paragraph 1 regarding the said alterations.

a. Alterations due to the following causes:

- (1) Acts of God;
- (2) Acts of war;
- (3) Civil commotion;
- (4) Orders from government and other public agencies;
- (5) Suspension of Tour Services by transportation and accommodation facilities, etc.;
- (6) Offering a transportation service not included in the original travel plan; or
- (7) Measures required to ensure the safety of the life and body of the tour participants

b. Alterations relating to the cancelled portion of the Subscription Type Organized Tour Contract its cancellation based on the provisions of Article 16 through Article 18.

2 The maximum amount of indemnity payable by us for such alterations per traveler for one Subscription Type Organized Tour shall be the amount reached by multiplying the Tour Price by the percentage set by us equal to or in excess of 15%. However, in cases where the amount of indemnity per traveler for one Subscription Type Organized Tour falls below 1,000 yen, we will not be obliged to pay the indemnity for the alteration.

3 In cases where it becomes clear that we are liable for the said alteration, based on the provision of Article 27, paragraph 1, after we have paid indemnity for the alteration in accordance with the provision of paragraph 1 of this Article, the traveler will be required to repay such indemnity paid for the said alteration. In such a case, we will pay the balance by offsetting the amount of compensation payable by us based on the provision of the said paragraph by the amount of indemnity due to be repaid by the traveler.

(Responsibility of the Traveler)

Article 30 In cases where we have suffered damages due to the willful misconduct or negligence of a traveler, the said traveler shall be required to compensate us for the damages.

2 When the traveler executes the Subscription Type Organized Tour Contract, the traveler will be required to make efforts to understand the content of the said Subscription Type Organized Tour Contract, such as the rights and obligations of the traveler, etc., by utilizing information as provided by us.

3 Should the traveler realize that the Tour Service being offered differs from that as stated in the Contract Document after the start of the Tour, in order for the traveler to smoothly receive the Tour Service as described in the Contract Document, the traveler shall promptly report to us, or our Business Agent or the provider of the said Tour Service at the touring point.

## Chapter 8 - Business Guarantee Bonds (In Cases of not Being a Security Member of the Association of Travel Agents) (Business Guarantee Bonds)

Article 31 The traveler or the Constituent Member who has executed the Subscription Type Organized Tour Contract with us is entitled to be reimbursed from business guarantee bonds deposited by us under the provision of Article 7, paragraph

1 of the Travel Agency Law in conjunction with claims as arising from the said transaction.

2 The name and location of the deposit office where we have deposited the business guarantee bonds are as follows:

- a. Name
- b. Location

Chapter 8 - Compensation Business Guarantee Bonds (In Cases of Being a Security Member of the Association of Travel Agents) (Compensation Business Guarantee Bonds)

Article 31 We are a Security Member of the All Nippon Travel Agents Association located at Akasaka, Shasta · East building 4-2-19 Minato-ku, Tokyo

2 The traveler or the Constituent Member who has executed the Subscription Type Organized Tour Contract with us is entitled to be reimbursed from compensation business guarantee bonds as deposited by the All Nippon Travel Agents Association as described in the preceding paragraph, up to the maximum amount of 11,000,000 yen in conjunction with claims as arising from the said transaction.

3 As we have paid our share of the compensation business guarantee bonds to of the All Nippon Travel Agents Association in accordance with the provision of Article 49, paragraph 1 of the Travel Agency Law, we have not deposited the business guarantee bonds based on Article 7, paragraph 1 of the Travel Agency Law.

Schedule I - Cancellation fees (related to Article 16, paragraph 1)

1. Cancellation fees related to Domestic Trip

Classification Cancellation	Cancellation Fee
a. Subscription Type Organized Tour Contract excluding the following column b	
(1) In cases where the Contract is cancelled on or after the 20th day (the 10th day in the case of a day trip) from the day immediately preceding the starting day of the Tour (except in the following cases from (2) through (5)).	Up to 20% of the tour price
(2) In cases where the Contract is cancelled on or after the 7th day from the day immediately preceding the starting day of the Tour (except in the following cases from (3) through (5)).	Up to 30% of the Tour Price
(3) In cases where the Contract is cancelled on the day immediately before the starting day of the Tour.	Up to 40% of the Tour Price
(4) In cases where the Contract is cancelled on the starting day of the Tour (except in the following case (5)).	Up to 50% of the Tour Price
(5) In cases where the Contract is cancelled after the start of the Tour or the traveler does not participate in the Tour without notice (no show).	Up to 100% of the Tour Price
b. Subscription Type Organized Tour Contract with the use of a chartered vessel	Based on the rules of the cancellation fee for the said vessel
Remark: ① The amount of the cancellation fee shall be specified in the Contract Document. ② In applying this Schedule, "After the Start of the Tour" refers to after "The time when the traveler starts receiving the service" stipulated in Article 2, paragraph 3 of the Rules of Special Indemnity as attached hereto.	

Schedule II - Monetary Indemnity for Alterations (related to Article 29, paragraph 1)

Alterations Requiring Payment of Indemnity Percentage	Percentage per Case (%)	
	Prior to the start of the Tour	After the start of the Tour
(1). Alterations to the starting or final days of the Tour described in the Contract Document	1.5	3.0
(2). Alterations of sightseeing locations or facilities (including restaurants) and other destinations of the Tour	1.0	2.0
(3). Alterations to the class or facilities of transportation facilities to those of lower rates than those described in the Contract Document (but limited only to cases where the total charged amount for altering the said class and facilities falls below the total amount for that as specified in the Contract Document)	1.0	2.0
(4). Alterations to the class of the transportation facilities or in the names of companies as specified in the Contract Document	1.0	2.0
(5). Alterations to different flights at the departure airport or destination airport in Japan from those as specified in the Contract Document	1.0	2.0
(6). Alterations/additions to connecting or indirect flights as needed to supplement/replace direct flights scheduled to fly between Japan and outside of Japan as specified in the Contract Document	1.0	2.0
(7). Alterations of the type or name of accommodation facilities as specified in the Contract Document	1.0	2.0
(8). Alterations to the conditions of guest rooms as specified in the Contract Document, such as the type of guest rooms, equipment, scenery, etc.	1.0	2.0
(9). Alterations in the items as specified in the tour title of the Contract Document, among the alterations specified in each item listed from (1) through (8) above.	2.5	5.0
<p>Note 1. "Prior to the Start of the Tour" shall refer to cases where the traveler has been notified of the relevant alteration, no later than the day prior to the starting day of the Tour, and "After the Start of the Tour" shall refer to cases where the traveler has been notified of the relevant alteration on or after the starting day of the Tour.</p>		

**Tour Operator / Contact**

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