## TICKET TERMS OF PURCHASE AND TOUR RULES

These pages together with our Privacy Policy set out all the terms and conditions upon which Warner Bros. Studios Japan LLC incorporated and registered in Japan with corporate registration number 0104-03-023479 whose registered office is at 1-1-7 Kasugacho Nerima ward 179-0074 Tokyo JAPAN ("we", "us" or "our") provides the Studio Tour (as defined below) to you and your guests ("you" or "your") (the "Terms"). Please read these Terms carefully before buying a ticket to the Studio Tour. By buying a Ticket, you agree to be bound by these Terms.

These Terms apply to the sale of Tickets only and do not apply to the sale of any other products.

The Warner Bros. Studio Tour Tokyo – The Making of Harry Potter is a behind-the-scenes walking tour which immerses guests into the world of film-making, featuring authentic sets, costumes and props from the Harry Potter and Fantastic Beasts film series (the "**Studio Tour**").

## **HOW TO PURCHASE TICKETS**

All persons wishing to visit the Studio Tour must purchase Tickets in advance and pre-book the time and date of their entrance into the Studio Tour.

Upon purchase of a Ticket, you will receive an email with a voucher and Ticket reference number ("Confirmation Email").

This Confirmation Email constitutes your proof of purchase. Please check that you have received this Confirmation Email following purchase. We take no responsibility should you not receive this Confirmation Email due to reasons outside of our control e.g. junk or spam filtering.

It is your responsibility to check the accuracy of the details on your Confirmation Email or Tickets (as appropriate) as mistakes cannot always be rectified. Please keep your Confirmation Email and Tickets in a safe place as we cannot be held responsible for any Tickets that are lost or stolen.

The ticket sale and purchase agreement between you and us shall become effective at the time you receive a Confirmation Email with a voucher with Ticket reference number from our authorized distributors.

Only Tickets purchased directly from us or one of our authorised distributors are valid for admission. Tickets purchased from unauthorised third parties, including online auction sites, are not valid for entry.

### **TICKET DELIVERY**

An email with a voucher and Ticket reference number ("Confirmation Email") will be sent to you to the email address provided during the booking procedure.

The e-ticket must include the same Ticket reference number included in your Confirmation Email.

## **ENTERING THE STUDIO TOUR**

For entry with e-tickets, you will need to show the e-ticket, including its barcode and your Ticket reference number, to be scanned by a member of the Studio Tour staff.

For entry with physical Tickets collected by you at the Studio Tour (not e-tickets printed in advance of your visit), you will need to show the physical Ticket to be scanned by a member of the Studio Tour staff.

## JUNIORS, CHILDREN AND INFANTS

A person of 18 years or older is classed as an Adult; A person aged between 12 and 17 years (inclusive) is classed as a Junior; A person aged between 4 and

11 years (inclusive) is classed as a Child; and a person aged between 0 and 3 years (inclusive) is classed as an Infant.

Juniors may visit the Studio Tour without being accompanied by an Adult. Where a Junior is not accompanied by an Adult, we reserve the right to request sight of the Junior's ID to verify their age.

Children and Infants must be accompanied by an Adult and shall remain under the control and supervision of such Adult(s) at all times.

We also reserve the right to request sight of ID to confirm a visitors age and therefore eligibility for an Infant, Child or Junior Ticket.

## ALLOCATED ENTRY TIME

You will select a date and time for arrival at the Studio Tour (an "Allocated Entry Time") (subject to availability) during the online booking procedure and this will be shown on your Confirmation Email or Ticket (as appropriate). It is your responsibility to arrive in time for your Allocated Entry Time.

You are asked to arrive at the Studio Tour no later than 20 minutes before your Allocated Entry Time although you will not be allowed access into the Studio Tour before your Allocated Entry Time.

Visitors who miss their Allocated Entry Time are not guaranteed entry to the Studio Tour. Studio Tour staff will advise visitors who have missed their Allocated Entry Time of the next available time slot but at busy times it may not be possible to find a time on the same day in which case it will be necessary to re-book an Allocated Entry Time.

We reserve the right to amend an Allocated Entry Time once it has been issued to you but we will endeavour to notify you as soon as we become aware that this is necessary. Should we have to significantly amend your Allocated Entry Time (i.e. by four (4) hours or more), you may choose to accept the new Allocated Entry Time, arrange another mutually agreeable Allocated Entry Time

with us or cancel the Ticket by contacting our Customer Services team (https://www.wbstudiotour.jp/en/plan-your-visit/help-centre/contact-us/) whereupon we will refund you all the monies you have paid to our authorized distributors for the Ticket(s) but no further compensation will be paid.

## **TICKET PRICE**

Where Ticket prices vary according to age, the following provisions apply:

A person of 18 years or older is classed as an Adult; A person aged between 12 and 17 years (inclusive) is classed as a Junior; A person aged between 4 and 11 years (inclusive) is classed as a Child; and a person aged 3 and under is classed as an Infant and no admission fee will be charged for Infants, however the parent/carer/guardian for each Infant and Child must still present a valid Ticket at the specified Allocated Entry Time in order to enter the Studio Tour.

The price of Tickets may vary from time to time. Our prices are as stated on our website but are liable to change at any time. When buying a Ticket via the website, the total price will be confirmed. We reserve the right to correct any pricing errors even after we have sent you the email confirmation or Tickets (as appropriate) although we will endeavour to do so as soon as we become aware of the error.

Ticket prices are in JPY and include consumption tax.

## **TICKETS - GENERAL TERMS**

One Ticket purchased entitles one person entry to the Studio Tour on a single occasion. Once you have exited the Studio Tour, you will need to purchase a new Ticket to re-enter the Studio Tour.

All persons entering the Studio Tour must hold a valid Ticket that must be retained at all times and must be available for inspection if required by any member of staff. Failure to produce a valid Ticket on request may result in your removal from the Studio Tour.

Tickets remain our property at all times. We reserve the right to require the immediate return of the Tickets at any time and to refuse entry to, or eject from the Studio Tour, any person who fails to comply with these Terms.

Once acquired, whether by purchase or on a complimentary basis, Tickets are non-refundable, non-transferable, non-changeable and void if altered. Tickets that we reasonably suspect have been transferred or altered will not be honoured. Tickets are not for resale. Any such resale shall have the effect of rendering that Ticket void.

Tickets will include entry to most, but not necessarily all, areas of the Studio Tour, as we may have to close areas for allow for maintenance and updating. Subject to availability and at our absolute discretion, visitors may be asked to purchase additional tickets to obtain access to the green screen areas of the Studio Tour.

From time to time, we may decide at our absolute discretion to issue tickets under special promotions ("**Promotional Tickets**") but Promotional Tickets will be available subject to availability and subject to any terms and conditions affecting the particular promotion.

## **TICKET CANCELLATION**

We are under no obligation to issue refunds where a Ticket has been cancelled by you but, notwithstanding this, any such refund shall be entirely at our discretion.

In rare circumstances beyond our control, we reserve the right to cancel a Ticket but we will endeavour to notify you as soon as we become aware that this is necessary. Should we have to cancel your Ticket we will refund the Ticket purchaser all the monies it has paid to our authorized distributors.

#### **OUR STATUS**

Please note that, in some cases, we accept orders on behalf of third party sellers. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller, which they will advise you of themselves. You should carefully review their terms and conditions applying to the transaction.

We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are disclaimed by us absolutely. This disclaimer does not affect our statutory rights against the third party seller.

## **HEALTH AND SAFETY**

A variety of special effects (including sudden loud effects and strobe lighting) may be used in certain areas within the Studio Tour. It is recommended that visitors with high blood pressure, heart conditions or other pre-existing medical conditions ask the Studio Tour staff for further details and avoid areas of the Studio Tour at which such special effects are located.

From time to time the Studio Tour staff may draw visitors' attention to certain health and safety procedures to which visitors must adhere including fire evacuation.

We have adopted a number of measures at the Studio Tour for the safety of our visitors and colleagues, you can view more detail <a href="here">here</a>. For the safety of our visitors and colleagues, please note that we reserve the right to remove anyone from the Studio Tour who fails to comply with these measures, in accordance with these Terms.

### YOUR CONDUCT

Whilst on the Studio Tour and our premises, all Ticket holders must comply with all directions of our staff, relevant health and safety notices, policies and announcements made available to You.

Any breach of any of these Terms or any unacceptable behaviour by a Ticket holder that is likely to cause damage, nuisance, injury to any other visitor or member of our staff or to the Studio Tour itself shall give rise to the right of the Studio Tour staff to such Ticket holder immediately from the Studio Tour.

We shall have the right to refuse admission or to eject you and any other Ticket holder from the Studio Tour if in our reasonable opinion, granting you admission might be a risk to our property, the safety of others and/or affect the enjoyment of the Studio Tour by others and in particular (but without limitation) where there is a breach of the following rules:

No smoking; No pets or animals except for guide dogs and hearing dogs; No consumption of food or drink outside the designated areas without our express permission; No offensive weapons; No access to any area of the Studio Tour other than areas designated for access by Visitors; No unnecessary noise (whether from mobile phones or personal stereos or otherwise) or behaviour likely to annoy or offend other visitors or intimidate the Studio Tour staff; No use of illegal drugs; No consumption of alcohol except in authorised places as notified by us. No use of roller skates, skate boards, bicycles, scooters, children's' sitting toys, ball and frisbees. No drones or other unauthorised recording equipment.

You are expressly prohibited from copying, reproducing or republishing any part of the content of the Studio Tour. It is a criminal offence to copy or attempt to copy the copyright protected materials on show within the Studio Tour.

## **CLOTHING POLICY**

You are required to remain fully clothed while at the Studio Tour and this is to include the wearing of shirts and shoes at all times. This is both for your own comfort and for the benefit of other visitors to the Studio Tour. We reserve the right to ask you to remove items of clothing that we deem to display inappropriate messages or images.

## **SECURITY**

In the interests of safety, you may be asked to submit to a search of your person or belongings and anyone refusing to submit or found to be in possession of materials which we believe to be dangerous or unsuitable will be denied entry or removed from the Studio Tour.

You must keep your personal belongings with you at all times. In the absence of any negligence or other breach of duty by us, we accept no responsibility for loss, theft or damage to any personal belongings brought into the Studio Tour.

Dedicated paid-for, pre-booked car parking will be made available for use by those holding valid Tickets to the Studio Tour but we accept no responsibility for the loss, theft, or damage to any vehicle (or its contents) while parked within our property.

## **PHOTOGRAPHY**

From time to time we or other authorised third parties may carry out photography and/or other recording at the Studio Tour and any images and/or recordings may feature visitors. You consent to the use of such images and/or recordings by us in connection with advertising, promoting the Studio Tour (such as on the Studio Tour website, social media sites and pages, partner sites, outdoor advertising and brochures for the Studio Tour), and for our internal purposes, and in doing so, you allow us to edit, modify, publish and make available such images and/or recordings. You acknowledge and agree that you will not receive compensation if we use such images and/or recordings for the purposes set out above. If any visitors to the Studio Tour are under 18,

you, being the parent or legal guardian of such persons, also consent to the use of their image and/or recordings for the purposes set out above. You acknowledge that the copyright in such images and/or recordings rests with us and/or any authorised third party and accordingly you grant us and/or any authorised third party all rights in any images and/or recordings of you and/or your children. You shall promptly execute such documents and perform such acts as may be required for the purposes of giving full effect to the foregoing.

The taking of photographs and short video recordings with cameras and recording devices is allowed in all areas of the Studio Tour apart from within the pre-show cinema, green screen areas and any other areas restricted by us. The use of flashes, tripods and other specialist photographic equipment (including interchangeable lenses) is not permitted. Photographs are for you to enjoy for your own personal, private, non-commercial purposes only. Unless permission has been granted by us, pictures, images and videos cannot be reproduced in any format or media other than for private viewing.

Photography and recordings of any kind in the pre-show cinema, the green screen areas and other areas restricted by us is not permitted at any time.

In addition, Tour staff have the right to refuse being in any photos that disrupts staff duties, including but not limited to taking close-up photos of staff or selfies with staff in all areas.

If your photography or video capturing causes any nuisance to our staff and/or other visitors, we reserve the right to confiscate your device for the remainder of your stay at the Studio Tour.

You agree that you transfer to us all intellectual property rights (or will transfer to us all intellectual property rights upon creation) in any content created by you in breach of these Terms. If requested by us, you will also delete any content created by you in breach of these Terms.

## TRADEMARKS AND COPYRIGHTS

The materials incorporated within the Studio Tour including, without limitation, any sets, props, wardrobe, text, graphics, images, artwork, illustrations, photographs, animations, music, video, audio, audiovisual works, designs, logos, software and any other content (together, "Material") are protected by copyrights, patents, trade secrets or other proprietary rights owned by us and/or our licensors and/or J. K. Rowling ("Intellectual Property Rights"). Some of the characters, logos or other images incorporated within the Studio Tour are also protected as registered or unregistered trademarks, trade names and/or service marks owned by us or J. K. Rowling ("Trademarks"). We respect the intellectual property rights of others and ask you to do the same.

Harry Potter characters, names and related indicia are trademarks of and © Warner Bros. Entertainment Inc. Harry Potter Publishing Rights © J. K. Rowling.

## AVAILABILITY OF THE STUDIO TOUR

You are reminded that from time to time parts of the Studio Tour may be closed and certain exhibits may be removed for maintenance or for technical reasons. Tickets will not be refunded and no compensation will be paid in the event of any such closure or removal.

We will use our reasonable endeavours to be open and operational during published opening hours but reserve the right to close the Studio Tour on any given day, whether for security or any other reason, without notice. In the event of such closure, any Tickets issued for use only on the day of closure will be exchanged or refunded by Warner Bros. at the price paid for them but no further compensation will be paid.

#### OUR LIABILITIES

Our liability for losses you suffer as a result of us breaching a contract between us is strictly limited to the purchase price of the Tickets you booked and any losses which are a foreseeable consequence of us breaching the contract at the date the Tickets were bought. Losses are foreseeable where they could be

contemplated by you and us at the time of purchasing your Ticket having regard to the information which was available at that time. This does not exclude or limit in any way our liability for death or personal injury caused by our negligence or that or our employees (if acting within the course of their employment), agents or suppliers (if carrying out the work which they were contracted to do); or any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We are not responsible for indirect losses which occur as a side effect of the direct loss or damage, or for any losses that fall into the following categories: loss of income or revenue, loss of business loss of profits or contracts, loss of data or waste of management or office time, loss of goodwill, disappointments or emotional distress and/or any other loss or damage which was not reasonably foreseeable by us at the date the Ticket was bought, however arising and whether caused by tort (including negligence), breach of contract otherwise, even if foreseeable.

Where part of the services you have paid for in connection with the Studio Tour are provided by a third party supplier, that supplier's individual liability will be set out in their own terms and conditions. You may request from the supplier directly copies of any relevant terms and conditions. For the avoidance of doubt, we do not accept liability for acts or omissions by you or any person(s) on behalf of whom you have placed a booking or unconnected third parties or suppliers of services which do not form part of the contract between you and us.

## **EVENTS OUTSIDE OUR CONTROL**

Subject to applicable law, we shall have no liability to You if we are prevented from, or are delayed in performing our obligations under any contract or from carrying on our business by acts, events, omissions or accidents beyond our reasonable control, including (but not limited to) epidemic or pandemic, strikes, lock-outs or other industrial disputes (whether involving our employees or any other party), failure of a utility service or transport network, act of God, natural disaster (e.g. earthquake, hurricane, typhoon), war, riot, civil commotion, terrorism, malicious damage, compliance with any law or government order,

rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

## HOW WE USE YOUR PERSONAL INFORMATION

We only use your personal information in accordance with our Privacy Policy. For details, please see our Privacy Policy. Please take the time to read these, as they include important terms which apply to you.

#### **VARIATION**

We have the right to revise and amend these Terms from time to time by notifying you or placing updated Terms on the website. You may not vary these Terms unless agreed in writing with us. You will be subject to the Terms in force at the time that you bought Tickets to the Studio Tour. You may wish to print a copy of these Terms for future reference. (Please check our official website for the latest information.)

## **WAIVER**

If we fail, at any time, to insist upon the strict performance of any of your obligations under any of these Terms, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

#### SEVERABILITY

If any of these Terms is determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

# THIRD PARTY RIGHTS

A person who is not a party to the Terms shall not have any rights under or in connection with them.

## **ENTIRE AGREEMENT**

These Terms and any document referred to in them constitutes the whole agreement between us and supersedes all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to the subject matter of these Terms.

You acknowledge that, in agreeing to these Terms, you do not rely on any representation or warranty (whether made innocently or negligently) that is not set out in these Terms. Nothing in this clause excludes either your or our liability for fraud.

#### LAW AND JURISDICTION

These Terms are governed by Japanese law. Any dispute arising from, or related to, such Terms shall be subject to the exclusive jurisdiction of the courts of Tokyo District as the court of first instance.

# **CONTACT DETAILS**

Warner Bros. Studio Japan LLC

Hibiya Central Bldg. 1-2-9 Nishi-Shimbashi, Minato-ku, Tokyo 105-0003,

JAPAN

Attn: Visitor Services

Contact: https://www.wbstudiotour.jp/en/plan-your-visit/help-centre/contact-us/

The Warner Bros. Studio Tour Tokyo is owned and operated by Warner Bros. Studios Japan LLC, incorporated and registered in Japan with corporate

registration number 0104-03-023479 whose registered office is at 1-1-7 Kasugacho Nerima ward 179-0074 Tokyo, JAPAN.

# <u>Afternoon Tea – Additional Terms and</u> <u>Conditions</u>

Subject to availability, Afternoon Tea at Warner Bros. Studio Tour Tokyo – The Making of Harry Potter ("Afternoon Tea") is available as an optional extra at the Backlot Café during your visit to the Studio Tour.

Payment for Afternoon Tea will be taken once you have finished. Consumption tax is included in the price.

All food and beverage items offered as part of Afternoon Tea are subject to availability and the menu is therefore subject to change on day of service.

Afternoon Tea is available in units of one person.

Customers who are six (6) years old or older will be charged as one person. Afternoon Tea is available per ninety (90) minute slot.

We will ask your last orders (30) thirty minutes prior to the end time of your slot.

Please note that we refuse to serve alcohol to anyone under the age of twenty (20). At any time during the Event, our staff and security shall have the right to ask guests to produce valid proof of age identification. Warner may refuse to serve alcoholic drinks to any guest who fails to prove that they are twenty (20) years of age or over and/or who appears to be intoxicated.

Please notify Backlot Café staff of any food allergies or intolerances prior to making your order.