Travel Conditions This document on the Travel Conditions is a part of the document issued for Explanation on Terms of Transaction in accordance with the Article 12-4, and also a part of the Contract Document in accordance with the Article 12-5, of Travel Agency Law. Matters not provided for in these Travel Conditions shall be governed by our Company's Terms and Conditions (See section of Travel Contracts for Agent-Organized Tour Contract). Our Company's Terms and Conditions of Travel Contracts will be provided upon request. Our Company's Terms and Conditions of Travel Contracts can be found at the Company's website.

Branch of TOBU TOP TOURS CO., LTD. (hereinafter referred to as "the Company"). A participant of this travel shall conclude the This travel is prepared and operated by Agent-Organized Tour Contract (hereinafter referred to as "the Contract") with the Company. The contents and conditions of the Contract shall be subject to the provisions in this travel brochure, the Travel Conditions as stated in this document, the Final Document with the finalized itinerary and the Company's Terms and Conditions of Travel Contracts for Agent-Organized Tour Contract.

Method of and Conditions for Application; Conclusion of Contract

- (1) In case of the travel by more than one Traveler, the Travelers must apply after nominating a person who is the responsible representative of such party or group (hereinafter referred to as the "Person Responsible for the Contract"). The Company shall deem that the Person Responsible for the Contract has all power of representation for the conclusion and cancellation of the Contract, and the Company will conduct transactions concerning the travel affairs for that group with the Person Responsible for the Contract.
- (2) The Traveler must apply the method specified by the Company. Application fee as specified below must be paid by the designated method and the date specified by the Company. The application fee shall be treated as part or all of a "travel fee", a "cancellation fee" or a "penalty."
- (3) The Contract is not in effect at the time of the application. The Contract enters into effect when the Company has agreed to the conclusion of the Contract and received the application
- (4) In the case where the applicant is a minor under the age of 18, a letter of consent must be submitted by a legal guardian. If the applicant is a minor under the age of 15, the guardian is requested to accompany the minor.

Amount of Application Fee: JPY __ per Applicant.

Payment of Travel Fee

The travel fee must be paid before or on the day specified by the Company.

Expenses Covered by Travel Fee

The travel fee covers the following costs and fares shown in the travel itinerary:

- (1) Fares of transportation such as airplanes, ships and railways;
 (2) Hotel charges and other accommodation facilities, tax and service charges (which, unless otherwise stated, means charge for twin rooms reserved for pairs of Travelers);
- (3) Cost for food, tour expenses needed to hire buses and tour guides etc. and admission fees;
- (4) Baggage transportation charges;
- (5) Tips for services for the entire group;
- (6) Expenses of the tour conductor when one accompanies the group;
- (7) Passenger facility charges; and
- (8) Consumption tax, other taxes and service charges etc..
- Note: The above charges are not refundable even when the Traveler does not use a part of the services mentioned above.
- Expenses Excluded from Travel Fee

Expenses not listed in the previous Article 3 are not covered by the travel fee. For example:

- (1) Excess baggage charge;
- (2) Expenses for laundry, telephone calls, tips for hotel employees, personally purchased food, drinks and other items;
- (3) Transportation and accommodation expenses between the residence of the Traveler and the meeting/dismissing place for the group;
- (4) Additional charge for single room reservation; or
- (5) Optional tours' fees etc.
- Change in Contract Contents and Travel Fee
 - (1) If a natural disaster, a war, a riot, an order of a government or other public offices, the suspension of the provision of travel services of transportation and accommodation facilities, etc., the provision of transportation services not scheduled in the original service plan, or any other event in which the Company is unable to intervene has occurred, the Company may change the Contract contents and/or the travel fee. If a suspension or delay of the transportation facilities such as aircrafts and the like has occurred due to the force majeure including but not limited to bad weather, and the initial itinerary is changed, the fees for additional accommodation and/or transportation etc. shall be borne by the Traveler(s).
 - (2) In case of cancellations causing a change in the number of participants, the terms of the Contract regarding the travel fee may change and additional payment may be required of the Travelers.
- Cancellation of Contract
 - (1) A Traveler may cancel the Contract at any time on payment to the Company of the cancellation fee specified in the table below. The date of cancellation is determined as the date the Traveler contacts the Company to make cancellation during the Company's business hours. In addition, the Company may cancel the Contract before or after the commencement of the travel according to the Company's Terms and Conditions of Travel Contracts.
 - (2) The Traveler will also be subject to the payment of the cancellation fee specified in the table below in the case where he/she requests that the Company change the date of commencement of the travel and/or the travel course(s), and when the number of the participants of his/her group is reduced.
 - (3) If the number of Travelers does not reach the minimum number of participants mentioned in the Contract Document, the travel will be canceled. The Company shall inform the Traveler of the effect that the travel will be canceled prior to the 13th day (3rd day in case of a one day trip) prior to the day preceding the date of commencement of the travel.

Date of Cancellation of the Contract	Cancellation Fee
If cancellation is made on or after the 20th day (10th day in case of a one day trip) up to the 8th day prior to the day preceding the date of commencement of the travel	20% of the travel fee
If cancellation is made on or after the 7th day up to the 2nd day prior to the day preceding the date of commencement of the travel	30% of the travel fee
If cancellation is made on the day preceding the date of commencement of the travel	40% of the travel fee
If cancellation is made on the date of commencement of the travel	50% of the travel fee
In case of cancellation after the commencement of the travel or of nonparticipation without communication	100% of the travel fee

Itinerary Management and Services of Tour Conductor

- (1) The Contract Document will clearly indicate whether or not the tour conductor will accompany the group.
- (2) In the case of travel without a tour conductor, the Company will provide the Travelers with the necessary coupons to qualify for the prepared travel services. The Travelers will be responsible for going through the necessary procedures to receive such travel services and/or the alternative services if bad weather etc. interferes with the original plan and necessitates the change of services.
- Responsibility of the Company; Indemnification
 - (1) If the Company (or the person whom the Company has had make arrangements as an agent) has caused damage to a Traveler intentionally or by negligence, the Company shall bear the responsibility for compensating for the damage. For the damage caused to baggage, however, the Company shall compensate for such damage within the limits of 150,000 yen per Traveler if the Company has been informed within 14 days of the day following the date of occurrence of the damage. (The limitations will not be applied if the damage is intentional or caused by gross negligence on the part of the Company.)
 - (2) If a Traveler has incurred damage due to the following events in which the Company is unable to intervene, the Company shall not be responsible for compensating for the damage: 1 Natural disasters, wars, riots, acts of terrorism, orders from a government or other public offices etc. resulting in damage, change of schedule or cancellation of the travel;
 - 2 The suspension of the provision of travel services of transportation/accommodation facilities, etc. resulting in change of schedule or cancellation of the travel;

 - 3 Accident during free time;
 - 4 Food poisoning;
 - ⑤ Theft; or
 - 6 Delays, blockades, changes of schedule or routes in transportation facilities resulting in change of schedule, including shortened stay at the place of destination.
- Guarantee of Itinerary
 - (1) If an important changes in the Contract contents mentioned in the Contract Document or the Final Document has occurred, the Company shall pay a compensation for the change, the amount of which is arrived at by multiplying the travel fee by the relevant ratio from 1 to 5%. However, this amount shall not exceed the amount arrived at by multiplying the travel fee by the ratio of 15% per travel. Furthermore, if the amount is less than 1,000 yen, the Company shall not pay the compensation for the change. The following items ① through ⑧ show the changes requiring payment of the compensation for the change:
 - ① Change in the date of commencement of the travel or the date of completion of the travel;
 - 2 Change in the sightseeing spots or sightseeing facilities, restaurants or other destinations of the travel to be visited;
 - 3 Change in the class or the facilities of the transportation facilities to those at a lower charge;

- 4 Change in the kind or the name of the company of the transportation facilities;
- (5) Change in the flight using a different airport of departure or arrival in Japan;
- 6 Change in the kind or the name of the accommodation facilities;
- Thange in the kind of room, facilities, view, or any other condition of the room of the accommodation facilities; or
- (8) Among the changes mentioned in the preceding items, any change in the matters mentioned in the tour title.
- (2) The Company shall not pay the compensation for the change in the following cases:
- ① In case of a change mentioned in any of the following items (excluding a change due to the occurrence of overbooking at the travel services providing facilities):
- (a) Bad weather or natural disaster affecting the travel schedule;
- (b) War;
- (c) Riot;
- (d) Order of a government or other public offices;
- (e) Suspension of the provisions of travel services of transportation and accommodation facilities, such as cancellation, interruption or cessation of the service;
- (f) Provision of transportation services not according to the original service plan due to delay or change in transportation schedule; or
- (g) Measures necessary for securing the safety of a travel participant's life or person.
- ② In the case where the order of travel services changes from the order outlined in the Contract Document or the Final Document but all provisions are available.
- (3) The Company may provide alternative travel service, which is equivalent to or better than the original travel service, as a replacement for monetary compensation, provided that the Traveler agrees the replacement. Such replacement may be made in the form of gift.
- 10. Special Compensation

The Company shall pay a compensation and a solatium for specific damage which a Traveler has incurred to his/her life, person, or baggage following a rapid and incidental extraneous accident while participating in a travel in accordance with the provisions of the Special Compensation Rules.

- 11. Responsibility of Traveler
 - (1) If the Company has incurred any damage caused by a Traveler intentionally or by negligence, or due to his/her violation of laws or failure to adhere to the Company's Terms and Conditions of Travel Contracts, the Traveler shall compensate the Company for such damage.
 - (2) A Traveler must endeavor to understand the rights and obligations of the Traveler, as well as other contents of the Contract, making good use of the information supplied by the Company.
 - (3) Should a Traveler have realized that travel services different from those mentioned in the pamphlet and the like have been provided after the commencement of the travel, or an accident etc. has happened during the travel, he/she must promptly notify the Company or the provider of the travel services concerned to that effect at the place of travel.
- 12. Processing of Personal Data
 - (1) Personal information of a Traveler that the Company acquires at the time of application shall be used for the communication with the Traveler, to make arrangements for the travel he/she applied for, to provide the travel services he/she applied for, and to insure the cost for the Company's responsibility as stipulated in the travel contract and to cover for the Traveler against accident etc. Personal information shall also be used to offer products and inform him/her of the Company's campaigns, to send a questionnaire to solicit his/her opinions and feedback, to inform the Traveler of shopping guide during the travel for his/her convenience, to process the Company's data, and to inform the Traveler of guide at the time of participation of the Travel.
 - (2) Within the range of the purposes stated in the Paragraph (1), the Company may, in advance, through an electronic communication technology, give the personal information of the Traveler such as his/her name, passport number and flight number to be boarded, age, sex, address, phone number and nationality etc. to the transportation, accommodation facilities and the insurance companies souvenir stores etc. with whom the Company has concluded a contract regarding the processing of personal information, to arrangement agencies, to whom the Company has consigned travel arrangement, to commissioned sales company for the Company's agent-organized tour guide and to the service provider to whom the Company consigns data processing or guide services.

The Company may cooperate to provide personal information with police investigation or at the request of the Ministry of Land, Infrastructure, Transport and Tourism, or Japan Tourism Agency and other public affairs of national and local governments in connection with the occurrence of the accident etc.

- (3) In preparation for the Traveler to suffer injuries or diseases during the travel, the Company inquire the personal information of the contact person in Japan during the travel. The Company may use such personal information in case of the Traveler's injury or disease and when the Company decides to be necessary to contact with such contact person in Japan. The Traveler shall acquire the consent of such contact person in Japan to provide his/her personal information with the Company.
- (4) The Traveler must give accurate information when filling out the application form, making the list of participants' names and answering the questionnaires, lest travel arrangements and service provision will be interfered with. In application for the travel, the Traveler shall consent the provision of personal information as stipulated in the preceding documents.
- (5) The Traveler is entitled to request that the Company make known the purpose(s) of the use of personal information. The Traveler may also ask the Company to disclose, correct, add and delete their own personal information. The Traveler is also entitled to request that the personal information not be used anymore or given to a third party. In any of the above events, the Traveler may notify the Company's handling office. The chief privacy officer is the chief of the Complance office of the Company.
- 13. Change in Traveler

A Traveler may transfer his/her status under the Contract to a third party with the approval of the Company. The Company shall require that the Traveler pay the expenses needed for the transfer.

- 14. Miscellaneous
 - $(1)\ Under\ no\ circumstances\ the\ Company\ shall\ operate\ the\ same\ travel\ twice.$
 - (2) The Company may reject the application or cancel the Contract when the Traveler turned out to be an organized crime group, an organized crime group member, a person related to organized crime group, or any other antisocial force.
 - (3) The Company may include visits to souvenir shops for the convenience of the Travelers, but the traveler shall be responsible for any purchases made at such shops.
 - (4) These Travel Conditions and travel fee are based on the fares and fees that are in effect as of ______.

The Certified Travel Services Manager is responsible for all transactions made at the office which deals with the travel concerned.

The Traveler is free to ask the Certified Travel Services Manager any questions regarding the Contract of this travel in cases where is unclear.