

Organized Package Tour Terms and Conditions (Domestic Tours)

Please be sure to read these Travel Terms and Conditions carefully before submitting your application for the tour.

1. Purpose of These Travel Conditions

These Travel Conditions are part of the **Transaction Conditions Descriptions** prescribed in Article 12-4 of the Travel Agency Act as well as the **Contract Document** prescribed in Article 12-5 of the same Act.

2. Organized Package Tour Contract

(1)

This tour is planned and operated by **Mitsukoshi Isetan Nikko Travel Co., Ltd.**

(1-2-4 Nihonbashi Muromachi, Chuo-ku, Tokyo; Registered Travel Agency No. 1987 issued by the Commissioner of the Japan Tourism Agency; hereinafter referred to as "the Company").

Customers participating in this tour will enter an **Organized Package Tour Contract** (hereinafter referred to as the "Travel Contract") with the Company.

(2) The Company undertakes to arrange and manage the itinerary in order for customers to receive transportation, accommodation, and other travel-related services (hereinafter referred to as "Travel Services") provided by transportation carriers, accommodation facilities, and other service providers in accordance with the travel schedule established by the Company.

(3) The content and conditions of the Travel Contract are governed by the Company's website, brochure, these Travel Conditions, the confirmed final itinerary document provided before departure (hereinafter referred to as the "Final Itinerary"), and, for matters not specified herein, by the **Organized Package Tour Contract Section** of the Company's Travel Agency Terms and Conditions (hereinafter referred to as the "Company Terms and Conditions"). A copy of the Company's Terms and Conditions will be provided upon request.

(4) The Company shall endeavor to ensure the safe and smooth operation of the tour and shall perform the following services for customers. However, if a different or special agreement was made separately, provided services can differ from the range of services described hereafter

① If it is deemed likely that a customer may be unable to receive Travel Services during the trip, the Company shall take necessary measures to ensure that the customer can receive the Travel Services stipulated in the Travel Contract.

② If, despite taking the measures described above in ①, it becomes unavoidable to change the contractual arrangements, the Company shall arrange alternative services. In such cases, the Company shall endeavor:

- when changing the itinerary, to ensure that the revised itinerary remains consistent with the purpose of the original itinerary.
- when changing Travel Services, to ensure that the replacement services are as similar as possible to those originally contracted
- to keep contractual arrangements modifications to the minimum extent possible if changes were to be made.

3-1. Application for the Tour and Time of Contract Formation

(1) To apply for a tour, please provide the required information to the Company or its authorized sales office listed under the "Authorized Sales Office" section (hereinafter collectively referred to as "the Company, etc."), together with the application deposit specified below, on the website or in the brochure.

For operational reasons, customers may be asked to complete designated forms or online application procedures.

The application deposit will be applied toward the travel price when payment is made.

The Travel Contract shall be considered concluded when the Company, etc., accepts the application and receives the application deposit.

Travel Price	Application Deposit (Per Person)
¥150,000 or more	20% or more of the travel price, up to the full travel price
¥100,000 or more but less than ¥150,000	¥30,000 or more, up to the full travel price
¥60,000 or more but less than ¥100,000	¥20,000 or more, up to the full travel price
¥30,000 or more but less than ¥60,000	¥12,000 or more, up to the full travel price
Less than ¥30,000	¥6,000 or more, up to the full travel price

(2) The Company, etc. may accept reservation applications for Travel Contracts by telephone, mail, fax, internet, or other communication methods.

In such cases, the contract is not concluded at the time of reservation. Customers must confirm the application details and pay the application deposit within three (3) days from the day following the receipt of notification that the Company, etc., have accepted the reservation.

If the application deposit is not paid within this period, the application shall be treated as if it had not been made.

(3) For telephone applications, the Travel Contract shall be concluded when the Company, etc. receives the application deposit as described in Paragraph (2).

For applications made by mail, facsimile, internet, or other means of communication, the Travel Contract shall be concluded when, after payment of the application deposit, the notice of acceptance and hereby conclusion of the Travel Contract reaches the customer.

Even when applications are made by telephone, mail, facsimile, internet, or other means of communication, if the contract is concluded as a **Communication Contract**, it shall be formed in accordance with Article 26, Paragraph (3).

(4) When an application is made by a contract representative acting on behalf of travelers constituting a group or organization, the Company, etc. shall regard such representative as having full authority to act on behalf of all members constituting this group or organization with respect to the conclusion and cancellation of the contract and all related matters.

(5) The contract representative described in Paragraph (4) must submit a list of all participants to the Company, etc. by the date designated by the Company. The contract representative shall obtain the consent of all participants regarding the provision of

personal information to third parties as described in Article 27.

(6) The Company, etc., shall bear no responsibility whatsoever for any debts or obligations that the contract representative described in Paragraph (4) currently owes or may be expected to owe to the members of the group or organization.

(7) If the contract representative described in Paragraph (4) does not accompany the group during the trip, the Company, etc. shall regard a participant designated in advance by the contract representative as the contract representative after the commencement of the trip.

(8) ① Customers requiring special consideration in order to participate in an organized package tour should inform the Company at the time of application. The Company will accommodate such requests to a reasonable feasible extent.

② Any expenses incurred for special arrangements or measures taken by the Company based on the request described in ① above shall be borne by the customer.

3-2. Special Provisions Regarding Waitlist (Cancellation Waiting List)

If, at the time of application, the tour requested by the customer is fully booked or the Company is otherwise unable to conclude a Travel Contract, and the customer specifically requests to be put on a waiting list, the Company may enter into a special agreement with the customer. With this agreement, the Company will handle the booking in such a manner that the Travel Contract will be concluded at the time the Company becomes able to enter into the actual Travel Contract with the customer (hereinafter referred to as the **"Waitlist Arrangement"**).

(1) If a customer wishes to use the Waitlist Arrangement, the Company shall confirm the period during which the customer is willing to wait for the Company's response (hereinafter referred to as the **"Waitlist Period"**) and shall request submission of an application form together with an amount equivalent to the application deposit.

At this stage, the Travel Contract has not yet been concluded, nor does the Company guarantee that the Travel Contract will be concluded in the future.

(2) The Company shall hold the amount equivalent to the application deposit described in Paragraph (1) as a **deposit held in trust** ("Deposit"). When the Company becomes able to conclude the Travel Contract with the customer, it shall notify the customer of its acceptance of the Travel Contract and take in the Deposit held in trust as application deposit.

(3) The Travel Contract shall be deemed concluded when the Company issues a notice to the customer, as described in Paragraph (2), stating that it accepts the conclusion of the Travel Contract (if such notice is given electronically, the contract shall be concluded when the notice reaches the customer).

(4) If the Company is unable to accept the conclusion of the Travel Contract within the Waitlist Period, the entire Deposit shall be refunded to the customer.

(5) If, before the Company notifies the customer of its acceptance of the Travel Contract within the Waitlist Period, the customer requests cancellation of the Waitlist Arrangement, the Company shall refund the entire Deposit held in trust. In such cases, even if the customer cancels during a period that would normally be subject to cancellation charges, the Company shall not charge any cancellation fee.

(6) If, at the time of application, the Travel Contract cannot be concluded immediately due to full occupancy, full booking, or other reasons, the Company may, with the customer's consent, register the customer on a waiting list and make efforts to secure a reservation when space becomes available.

In such cases, the Company shall receive an amount equivalent to the application deposit as Deposit held in trust.

However, the Deposit shall be refunded in full if the customer requests cancellation of the waitlist registration before the Company notifies the customer that a reservation has become available; or a reservation can ultimately not be secured.

(7) In the case described in Paragraph (6), the contract for the waitlisted tour shall be deemed concluded when the Company notifies the customer that a reservation has become available and therefore take in the Deposit held in trust as application deposit.

4. Conditions for Application

(1) Participants aged **15 to under 18 years old** who travel without a parent or legal guardian, or who are accompanied by a person other than a parent or legal guardian, must submit a written consent form signed by their parent or legal guardian.

Participants under 15 years of age or junior high school students and younger must be accompanied by a parent or guardian.

Depending on the tour, participation may be turned down, or accompaniment by a third party may be required in order to ensure the safe and smooth operation of the tour. In some cases, the content or parts of the tour may be modified for participating customers.

(2) For tours intended for a specific customer group or tours with a set purpose, participation may be refused if the customer does not meet the conditions specified by the Company, including age, walking capacity, qualifications, skills, or other requirements.

(3) Participation may be refused if a customer is found to be a member of an organized crime group, affiliated with such a group, or otherwise associated with antisocial forces.

(4) Participation may be refused if a customer engages in violent or unreasonable demands, threatening language or behavior, violence, or similar conduct toward the Company in connection with a transaction.

(5) Participation may be refused if a customer engages in actions such as spreading false rumors, going through fraudulent means, using force or any actions that could be damageable to the Company's reputation and/or obstructing the Company's business operations.

(6) Customers who: have chronic illnesses, are currently suffering from health problems, have food or animal allergies, are pregnant or might be pregnant, have disabilities, require special arrangements such as wheelchair assistance, may have trouble walking during sightseeing or performing daily activities, must notify the Company at the time of application.

The Company will accommodate such requests within reasonable and feasible limits.

In such cases, the Company may require a medical certificate from a physician.

Furthermore, depending on local conditions and the circumstances of relevant institutions as well as service providers, the Company may: require for a caregiver to accompany, assist or help a person or companion, modify part of the tour itinerary or services, recommend an alternative tour requiring less physical effort, totally refuse participation if necessary to ensure the safe and smooth operation of the tour.

(7) In the cases described in Paragraphs (1), (2), and (6), where the Company must notify the customer of whether participation is possible:

- for Paragraphs (1) and (2), notification will generally be given within one week from the date of application.
- for Paragraph (6), notification will generally be given within one week from the date the request is made.

(8) If, during the trip, the Company determines that a customer requires medical diagnosis, treatment, or other medical attention due to illness, injury, or other circumstances, the Company may take necessary measures to ensure the smooth continuation of the trip for the customer and other members of the group.

All expenses incurred in connection with such measures shall be borne by the customer.

(9) Separate activities arranged solely at the customer's convenience are generally not permitted. However, some tours may permit this, these arrangements shall fall under separate and agreed conditions.

(10) Participation may be refused if the Company determines that a customer may inconvenience other participants or interfere with the smooth operation of group activities.

(11) Participation may also be refused by the Company for other operational reasons.
Customers are requested to carefully review the Travel Conditions before applying.

5. Delivery of Contract Documents and Final Itinerary

(1) Promptly after the Travel Contract is concluded, the Company shall provide the customer with a contract document containing details of the itinerary, travel services, other travel conditions, and matters relating to the Company's responsibilities.

The contract document shall consist of the Company's website, brochure, these Travel Conditions, and related materials.

(2) As a supplementary document to the contract document described in Paragraph (1), the Company shall provide a **Final Itinerary** containing confirmed information such as: meeting time and place, transportation arrangements, accommodation arrangements and other finalized travel details.

The Final Itinerary shall be delivered no later than the day before departure.

As a general rule, the Company endeavors to provide it at least seven (7) days before departure. However, for some tours departing during peak periods such as the New Year holidays or Golden Week season it may be provided shortly before departure, but no later than the day before departure.

In the case where the application is made on or after the seventh day before departure, the Final Itinerary may be delivered on the departure date itself.

Customers may also contact the Company prior to issuance of the Final Itinerary, and the Company will then explain the current booking and arrangement status.

6. Payment of Travel Price

(1) The travel price must be paid by the date falling **14 days prior to the departure date**.

For applications made on or after the 14th day before departure, payment must be made by the date specified by the Company prior to departure.

Even when the customer does not conclude a Communication Contract under Article 26, if the customer is a cardholder of a partnered credit card company and consent thereto, the Company may charge the following amounts to the customer's credit card without obtaining the customer's signature: The travel price (including application deposits and additional charges), cancellation charges and penalties stipulated in Article 14; additional charges stipulated in Article 10; and substitution fees stipulated in Article 13. Unless otherwise requested by the customer, the card usage date shall be deemed the date on which the customer gives consent.

(2) Notwithstanding Paragraph (1), some travel products require payment of the full travel price at the time the contract is concluded.

In certain Communication Contracts, payment must be made within three (3) days from the date the Company's notice of acceptance of the contract reaches the customer.

7. Application of the Travel Price

(1) Unless otherwise specified, among participating travelers:

- Persons aged **12 years and over** shall be charged the **adult fare**.
- Persons aged **6 years and over but under 12 years** (or **3 years and over but under 12 years** for tours utilizing air transportation) shall be charged the **child fare**.

(2) The travel price is specified for each tour. Please confirm the applicable price according to the departure date and the number of participants.

(3) The term "**Travel Price**" serves as the basis for calculating: the application deposit referred to in Article 3, cancellation charges referred to in Article 14(1), penalties referred to in Article 14(3); and, compensation for changes referred to in Article 25. The "Travel Price" shown in advertisements, on the website, or in brochures is calculated as follows:

Travel Price (or Base Price) + Additional Charges – Discounted Amounts

8. Items Included in the Travel Price

(1) The travel price includes: transportation fares for transportations that were handled by The Company, and related charges specified in the itinerary (Economy Class unless otherwise stated), accommodation charges, meal charges only when specifically stated as included in the itinerary, taxes, including consumption tax, service charges, any other expenses specifically indicated as included.

(2) For tours accompanied by a tour conductor (tour escort), the travel price also includes tour conductor expenses and customary gratuities necessary for group travel activities.

(3) Any other items specifically stated on the website, brochure, or other materials as being included in the travel price.

As a general rule, no refund will be provided even if the customer chooses not to use all of the included services for personal reasons.

9. Items Not Included in the Travel Price

In addition to the exclusions stated above in Article 8, the following expenses are not included in the travel price:

(1) Excess baggage charges (for baggage exceeding prescribed weight, volume, or quantity limits).

(2) Accommodation taxes imposed by lodging facilities (except where specifically stated in certain tours), airport facility charges, and similar fees, unless expressly stated on the website, brochure, or other materials.

(3) Personal expenses such as: laundry charges, telephone charges, additional food and beverage expenses, related taxes and service charges.

(4) Optional tours or excursions' fees, based on the customer's own will to participate (at an additional cost).

(5) Additional expenses for services that are arising from the customer's own requests and that are initially not included in the itinerary, such as: admission fees, meal costs, photography fees, additional transportation expenses.

(6) Supplementary transportation charges imposed by carriers (for example, fuel surcharges).

(7) Transportation expenses (including parking fees) between the customer's home and the departure/arrival point, or any accommodation expenses incurred on the day before departure, the day of return, or other dates outside the itinerary (except where such accommodation is expressly indicated as included in the travel price).

10. Additional Charges and Discounts

(1) The term “**Additional Charges**” referred to in Article 7 means the following charges (unless already included in the Travel Price):

- ① Additional charge for room used as a single occupancy.
- ② Additional charges for upgrading hotel or room category.
- ③ The price difference between plans such as: a “meal-inclusive plan” and a basic “room-only plan” or other non-meal plan.
- ④ Additional charges for extended hotel stay under plans designated by the Company as “Extended Stay Plans.”
- ⑤ Additional airfare required to upgrade airline seating classes described in brochures and similar publications as: Class J, First Class, Premium Class.

⑥ Any other charges specifically described on the website, brochures, or similar materials as “Additional Charge for XXXX.”
(2)

The term “**Discount Amount**” referred to in Article 7 means the following deductions (unless the discounted travel price has already been established and displayed):

- ① Any amount described on the website, in brochures, or similar materials as a “XXX Discount.”

11. Amendments to the Travel Contract

Even after the Travel Contract has been concluded, the Company may change the itinerary or the content of travel services if circumstances unforeseen and beyond the Company's control occur, including but not limited to: natural disasters, war, riots or civil disturbances, suspension of travel services by transportation or accommodation providers, orders issued by government authorities, transportation services differing from the original operating schedule (such as delays or changes to destination airports) any other circumstances beyond the Company's reasonable control.

If such changes are unavoidable and in order to ensure the safe and smooth operation of the tour, the Company shall explain to the customer in advance and without delay:

1. Why the circumstances are beyond the Company's control
2. The causality between those circumstances and the need for the changes.

However, in case of emergencies where immediate detailed explanation is not possible, the Company shall provide an explanation after the changes have been made.

12. Changes in the Amount of the Travel Price

After the Travel Contract has been concluded, the Company will not change the Travel Price, Additional Charges, or Discount Amounts except in the following cases:

(1) In the case where the transportation fares or charges for the carrier to be used are revised to a degree significantly exceeding what is normally anticipated due to important economic changes or other factors, then the Company may increase or decrease the Travel Price by the same difference.

If the Travel Price is increased, the customer will be notified no later than the day falling **15 days prior to departure date**.

(2) If there is a significant reduction in the applicable transportation fares or charges referred to in Paragraph (1), the Company shall reduce the Travel Price by the amount of the decrease in accordance with Paragraph (1).

(3) If the travel arrangements are amended, making the operational costs less expensive than originally, the Company shall reduce the Travel Price by the amount of the difference.

(4) If the travel arrangements are modified, as stipulated in Article 11, and the costs required to operate the tour increase (including cancellation charges, penalties, or other costs already paid or to be paid for travel services that cannot be provided due to the contract changes), the Company may modify the Travel Price by the amount of the difference.

However, such adjustments will not apply where the change results from a shortage of seats, rooms, or other facilities provided by transportation carriers, accommodation facilities, or similar service providers, despite the services continuing to be available.

(5) The Company may adjust the Travel Price within the limits specified in the contract documents when it is stated on the website, brochure, or other materials that the Travel Price varies according to the number of participants using transportation carriers, accommodation facilities, or other services, and the number of participants changes after the Travel Contract has been concluded for reasons not attributable to the Company.

13. Transfer of Contractual position (Transfer Fee)

(1) A customer may, with the Company's consent, transfer his or her contractual position to another person. In such cases, the customer must complete the form prescribed by the Company with the required information and submit it to the Company together with the applicable transfer fee set forth below.

Transfer Fees

Type of Travel	Applicable Period	Transfer Fee
Tours including ship transportation	From the 20th day prior to departure up to departure	JPY 11,000
Tours including accommodation	From the 20th day prior to departure up to departure	JPY 3,300
Day trips	From the 10th day prior to departure up to departure	JPY 1,100

(2) The transfer of contractual status referred to in Paragraph (1) shall take effect upon the Company's approval. Thereafter, the transferee shall succeed to all rights and obligations arising under the Travel Contract.

The Company reserves the right to decline any request for transfer.

14. Cancellation Charges

(1) If a customer cancels the tour for personal reasons after the Travel Contract has been concluded, the customer shall be required to pay a cancellation charge applicable per person at the rates set forth below. In addition, where a cancellation results in a change in the number of occupants sharing a room, any resulting difference in accommodation charges shall also be applicable.

(2) The prescribed cancellation charges shall also apply where a cancellation is made for reasons relating to loan or financing arrangements for which the Company bears no responsibility.

(3) If the travel price is not paid by the specified due date, the Company shall deem that the customer has terminated the Travel Contract on the day following such due date, and a penalty equal to the applicable cancellation charge as of this date shall be payable.

(4) Amendments requested by the customer concerning the departure date, tour course, transportation, accommodation, or any part of the itinerary shall be treated as cancellation of the entire trip, and the designated cancellation charge shall be applied.

① Tours Other Than Those Described in ②, ③ and ④ Below

Date of Cancellation	Cancellation Charge
Cancellation on or before the 21st day prior to departure (11th day for day trips)	No charge
Cancellation from the 20th day prior to departure (10th day for day trips) up to 8th day prior to departure	20% of the Travel Price
Cancellation from the 7th day prior to departure up to the day before departure (excluding the cases below)	30% of the Travel Price
Cancellation on the day before departure	40% of the Travel Price
Cancellation on the departure date (before travel services commence)	50% of the Travel Price
Cancellation after commencement of travel services or failure to join the tour without notice	100% of the Travel Price

Organized Package Tours Utilizing Chartered Vessels

For organized package tours using a chartered vessel, the cancellation provisions applicable to the vessel concerned shall govern.

Notes

(i) The amount of the cancellation charge shall be specified in the Contract Document.

(ii) For purposes of this schedule, "after commencement of travel" shall mean after the traveler has begun receiving travel services, as defined in Article 2, Paragraph 3 of the Company's *Special Compensation Regulations*.

② Accommodation-Only Plans (e.g., "Accommodation Packages")

Date of Cancellation	Cancellation Charge
Cancellation on or before the 6th day prior to departure	No charge
Cancellation from the 5th day prior to departure (excluding the cases below)	For 14 persons or fewer: No charge For 15 persons or more: 20% of the Travel Price
Cancellation from the 3rd day prior to departure (excluding the cases below)	20% of the Travel Price
Cancellation on the departure date (excluding the case below)	50% of the Travel Price
Cancellation after commencement of travel services or failure to participate without notice	100% of the Travel Price

③ Cruise Tours

For tours that include ship transportation and where the website or brochure expressly states that the Cruise Terms and Conditions apply, the cancellation charges specified in the applicable website or brochure shall apply.

④ Other Tours with Special Cancellation Provisions

Where specific cancellation charges are specifically stated on the website or in individual brochures, the cancellation charges detailed therein shall apply.

15. Termination of the Travel Contract and Refunds

(1) Before Departure

① Customer's Right to Terminate

a. The customer may terminate the Travel Contract at any time by paying the applicable cancellation charge.

Requests for cancellation will be accepted only during the Company's business hours. If notice is given outside business hours, the cancellation charges relevant to the next business day will apply.

b. The customer may terminate the Travel Contract without paying a cancellation charge in any of the following circumstances:

1. If the contents of the Travel Contract are changed in accordance with Article 11, provided that such change constitutes a material change as listed in the left-hand column of the table in Article 25 or another significant change.
2. If the travel price is increased as detailed in Article 12(1).
3. If, owing to natural disasters, war, riots, suspension of travel services by transportation or accommodation providers, government orders, or other reasons, the safe and smooth operation of the tour becomes impossible or there is an extremely high likelihood that it will become impossible.
4. If the Company fails to deliver the Final Itinerary described in Article 5(2) by the date specified therein.
5. If travel in accordance with the Contract Document becomes impossible due to reasons attributable to the Company.

c. If the Travel Contract is terminated, as described in Paragraph ①(a) above, the Company shall refund the travel price (or application deposit) already received, after deducting the prescribed cancellation charge.

If the application deposit is insufficient to cover the cancellation charge, the customer shall pay the balance.

If the Travel Contract is terminated pursuant to Paragraph ①(b) above, the Company shall refund the full amount of the travel price (or application deposit) already received.

d. Any change requested by the customer concerning the departure date or part of the itinerary involving transportation or accommodation arrangements shall be treated as a cancellation of the entire trip, and the prescribed cancellation charge shall apply.

② Company's Right to Terminate

a. If the customer fails to pay the travel price by the payment deadline specified in Article 6, the Company may terminate the Travel Contract.

In such case, the customer shall be liable for a penalty equal to the cancellation charge prescribed in Paragraph (1)①(a).

b. The Company may terminate the Travel Contract in any of the following circumstances:

1. It becomes evident that the customer does not satisfy the participation requirements specified by the Company, such as gender, age, qualifications, skills, or other conditions.
2. The customer is found to fall under any of the categories specified in Article 4(3) through (5).
3. The customer is deemed unable to endure the tour due to illness, the absence of a necessary caregiver, or any other reason.
1. The customer is likely to inconvenience other participants or disrupt the smooth operation of group activities.
2. The customer demands a burden exceeding a reasonable scope in relation to the contractual contents.
3. The number of participants falls below the minimum number stated in the Contract Document. In such case, the Company

will notify customers of the cancellation of the tour no later than 13 days before departure (or 3 days before departure for day trips).

4. Conditions necessary for operating the tour, such as sufficient snowfall for ski tours, as specified in advance by the Company, are not fulfilled or are highly unlikely to be fulfilled.
5. Due to natural disasters, war, riots, suspension of services by transportation or accommodation providers, government orders, or other circumstances beyond the Company's control, the safe and smooth operation of the tour in accordance with the Contract Document becomes impossible or is highly likely to become impossible.

c. If the Company terminates the Travel Contract pursuant to Paragraph ②(a), it shall refund any travel price (or application deposit) received after deducting the applicable penalty.

If the Company terminates the Travel Contract pursuant to Paragraph ②(b), it shall refund the full amount of the travel price (or application deposit) already received.

(2) After Departure

① Customer's Right to Terminate and Refunds

a. If the customer voluntarily leaves the tour after departure, this shall be deemed a waiver of the customer's rights, and no refund shall be made.

b. Even after departure, if the customer is unable to receive travel services in accordance with the Contract Document due to reasons not attributable to the customer, the customer may terminate the portion of the contract relating to such unavailable travel services without paying any cancellation charge.

However, if the inability to provide such services is not attributable to the Company, the Company shall refund the travel price for the affected services only after deducting any cancellation fees, penalties, or other expenses already paid or payable in relation to such services.

c. Where two or more customers apply together and one customer cancels the contract, the Company shall charge the prescribed cancellation fee to the cancelling customer and may additionally charge the remaining customer a single-room supplement where applicable.

② Company's Right to Terminate and Refunds

a. Even after departure, the Company may terminate part of the Travel Contract after explaining the reason to the customer in advance in any of the following cases:

1. The customer is deemed unable to continue the tour due to illness, the absence of a necessary caregiver, or other reasons.
2. The customer is found to fall under any of the categories set forth in Article 4(3) through (5).
3. The customer fails to follow instructions given by the tour conductor or other representatives for the safe and smooth operation of the tour, disrupts group discipline, or otherwise interferes with the safe and orderly conduct of the tour.
4. The continuation of the tour becomes impossible due to natural disasters, war, riots, suspension of travel services by transportation or accommodation providers, government orders, or other circumstances beyond the Company's control.

b. If the Company terminates the Travel Contract pursuant to Paragraph ②(a)(1) or ②(a)(4), it shall, upon the customer's request, arrange the customer's return to the point of departure at the customer's expense.

c. Where the Company terminates the Travel Contract in the scope described in Paragraph ②(a), the contractual relationship between the Company and the customer shall terminate only prospectively. Travel services already provided shall be deemed to have been properly performed.

d. In the case described above, the Company shall refund the portion of the travel price corresponding to travel services not yet received by the customer, after deducting cancellation charges, penalties, and other expenses already paid or payable in connection with such services.

16. Timing of Refunds

(1)

If the travel price is reduced pursuant to Article 12(2), (3), or (5), the Travel Contract is terminated by either the customer or the Company pursuant to Article 15 and a refund becomes payable; the Company shall make the refund as follows:

- For cancellations made before departure: within seven (7) days from the day following termination.
- For travel price reductions or cancellations made after departure: within thirty (30) days from the day following the tour completion date stated on the website or brochure.

(2)

The provisions of Paragraph (1) shall not prevent either the customer or the Company from exercising any claim for damages under Article 21 (Liability of the Company) or Article 23 (Liability of the Customer).

17. Compliance with the Company's Instructions

From the commencement of the tour until its completion, customers participating in an organized package tour must follow the Company's instructions necessary for the safe and smooth operation of the tour, except during designated free time periods.

18. Tour Management

(1)

The Company shall endeavor to ensure the safe and smooth execution of the tour and shall perform the following services for customers, unless a separate agreement providing otherwise has been made.

① If it is deemed likely that a customer may be unable to receive travel services during the tour, the Company shall take the necessary measures to ensure that the customer can receive the travel services provided under the Organized Package Tour Contract.

② If, despite taking the measures described in ① above, it becomes unavoidable to change the contractual arrangements, the Company shall arrange substitute services.

In such circumstances:

- If the itinerary must be changed, the Company shall endeavor to ensure that the revised itinerary remains consistent with the intent and purpose of the original itinerary.
- If the travel services must be changed, the Company shall endeavor to ensure that the substitute services are as equivalent as possible to those originally contracted.

The Company shall make every effort to minimize any changes to the contractual arrangements.

19. Tour Escorts

(1)

For tours marked as **“Tour Escort Accompanied”**, a tour escort will accompany the group. The services provided by the tour escort shall, in principle, consist of the duties necessary to ensure the safe and smooth operation of the itinerary specified in the Contract Document. During the trip, customers are required to follow the instructions of the tour escort and to ensure the safe and orderly execution of the tour. As a general rule, the tour escort’s duties are performed between **8:00 a.m. and 8:00 p.m.**

(2)

For tours marked as **“Local Tour Escort Accompanied”**, a local tour escort will, in principle, accompany the group from arrival at the destination until departure from the destination. The duties of the local tour escort shall be equivalent to those described in Paragraph (1) above.

(3)

For tours marked as **“Local Representative Assistance Provided”**, no tour escort will accompany the group; however, a local representative will perform the duties necessary to ensure the safe and smooth operation of the tour.

(4)

For individual travel plans, no tour escort or similar representative will accompany the customer. In such cases, customers are responsible for managing their own itinerary. The Company will provide the necessary vouchers and documents required to receive the travel services, and customers must complete all procedures themselves.

If travel services are cancelled due to suspension of transportation services or if the customer decides to cancel the trip for personal reasons, the customer must contact the Company or the authorized sales agent.

If the Company or the authorized sales agent is closed or unavailable outside business hours, the customer must personally notify and process cancellations with the remaining service providers (such as hotels and transportation companies).

Please note that failure to provide cancellation notice or complete the required cancellation procedures may be regarded as a waiver of rights, and refunds may not be available.

(5)

In sections of the itinerary where no local tour escort accompanies the group and no local representative is assigned, if circumstances such as weather-related conditions require to amend travel services, customers shall make arrangements themselves for substitute services and complete any necessary procedures.

20. Protective Measures

If the Company determines that a customer requires protection or assistance during the trip due to illness, injury, or other circumstances, the Company may take the necessary measures.

Where such measures are not attributable to the fault of the Company, the costs incurred shall be borne by the customer and must be paid by the date and in the manner specified by the Company.

21. Liability of the Company

(1)

If the Company or a person engaged by the Company to arrange travel services on its behalf (hereinafter referred to as the **“Travel Arrangement Agent”**) intentionally or negligently causes damage to a customer in the performance of the Organized Package Tour Contract, the Company shall compensate the customer for such damage.

However, compensation shall be payable only if the customer notifies the Company within **two (2) years** from the day following the occurrence of the damage.

(2)

The Company shall not generally be liable under Paragraph (1) where the damage results from causes beyond the control of the Company or its Travel Arrangement Agents, including but not limited to: Natural disasters, war, riots, or changes to the itinerary or cancellation of the tour resulting therefrom.

1. Suspension of services by transportation providers, accommodation facilities, or other service providers, or changes to the itinerary or cancellation of the tour resulting therefrom.
2. Government orders, immigration restrictions imposed by foreign countries, quarantine measures due to infectious diseases, or changes to the itinerary or cancellation of the tour resulting therefrom.
3. Accidents occurring during free time.
4. Food poisoning.
5. Theft.
6. Damage caused by accidents, fires, or intentional or negligent acts of transportation providers, accommodation facilities, or third parties.
7. Delays, service interruptions, schedule changes, route changes, or similar disruptions by transportation providers resulting in itinerary changes or reduced time at destinations.

(3)

With respect to the damage or loss of baggage described in Paragraph (1), compensation shall be paid only if the customer reports the damage to the Company within **21 days** from the day following the occurrence of the damage.

Regardless of the amount of loss or damage, the Company’s liability shall be limited to **JPY 150,000 per customer**, unless the Company acted intentionally or with evident negligence.

(4)

A **“Travel Arrangement Agent”** means a party that arranges transportation, accommodation, or other travel services (such as airlines, railways, buses, hotels, and restaurants) on behalf of the Company.

If damage is caused to a customer due to the intentional act or negligence of a transportation provider, accommodation provider, or other travel service provider, liability shall rest with that service provider.

22. Special Compensation

(1) Regardless of whether the Company is liable under Article 21(1), the Company shall provide compensation in accordance with the **Special Compensation Regulations** of the Company’s Travel Agency Terms and Conditions for certain losses suffered by customers due to sudden and accidental external events occurring during participation in an Organized Package Tour.

The compensation amounts are as follows:

Type of Compensation	Amount
Death Benefit	JPY 15,000,000
Permanent Disability Benefit	Up to JPY 15,000,000

Hospitalization Consolation Payment	JPY 20,000 – JPY 200,000
Outpatient Treatment Consolation Payment	JPY 10,000 – JPY 50,000
Baggage Damage Compensation	Up to JPY 100,000 per item or set; maximum JPY 150,000 per customer per tour

If insurance proceeds are payable under another insurance policy covering baggage damage, the Company may reduce the amount of compensation accordingly.

(2) Notwithstanding Paragraph (1), for the days when no service are arranged by the Company and so none of the travel services included in the Organized Package are provided, shall be considered as not being part of the package tour, therefore will not be applicable as the Organized Package tour - provided that such exclusion is expressly stated on the website, in the brochure, or other materials.

(3) The Company shall not pay compensation or consolation payments under Paragraph (1) for losses resulting from: the customer's intentional misconduct, driving while intoxicated, illness or diseases or accidents occurring during dangerous activities undertaken during free time and not included in the package tour itinerary. (such as: mountain climbing using climbing equipment (ice axes, crampons, ropes, hammers, etc.), luge, bobsleigh, skydiving, hang gliding, ultralight aircraft activities (motorized hang gliders, microlights, ultralights, etc.), gyrocopter flights, similar hazardous activities.)

However, this exclusion does not apply where such activities are included in the organized tour itinerary.

(4) The Company shall not provide baggage damage compensation for items excluded under the Company's Terms and Conditions, including but not limited to: cash, securities, credit cards, coupons, airline tickets, passports, driver's licenses, visas, bankbooks and savings certificates, ATM cards, stored data, contact lenses.

(5) Where the Company is liable both for compensation under this Article and damages under Article 21, performance of either obligation shall, to the extent of the amount paid, be deemed to satisfy both obligations.

23. Responsibility of Customers

(1) If the Company suffers damage due to a customer's intentional act, negligence, violation of laws or public order and morals, or failure to comply with the Company's Terms and Conditions, the Company may seek compensation from the customer.

(2) When entering into an Organized Package Tour Contract, customers shall endeavor to use the information provided by the Company to understand their rights and obligations and the contents of the contract.

(3) After the commencement of travel, if a customer recognizes that travel services provided differ from those described in the Contract Document, the customer must promptly notify the Company, the Travel Arrangement Agent, or the relevant service provider at the destination.

(4) If the Company determines that a customer requires protection or assistance due to illness, injury, or other circumstances during the trip, the Company may take necessary measures.

Where such measures are not attributable to the fault of the Company, the costs incurred shall be borne by the customer and must be paid by the date and method specified by the Company.

(5) If coupons, vouchers, or similar documents are lost, any transportation fares and charges required for reissuance shall be borne by the customer. Such fares and charges shall be determined by the relevant transportation provider.

24. Optional Tours and Information Services

(1) Optional tours organized and operated by the Company for participants in its Organized Package Tours and provided at an additional participation fee (hereinafter referred to as "**Company-Operated Optional Tours**") shall, for the purposes of Article 22 (Special Compensation), be treated as part of the principal Organized Package Tour Contract.

Such tours will be clearly identified in the website, brochure, or other materials as:

"Organizer/Operator: Mitsukoshi Isetan Nikko Travel Co., Ltd."

(2) Where the website or brochure clearly states that the organizer/operator of an optional tour is a party other than the Company, the Company shall pay compensation or consolation payments in accordance with Article 22 for losses incurred by customers during participation in such optional tours.

However, responsibility for the operation of the optional tour and the responsibilities of participating customers shall be governed entirely by the terms and conditions established by the organizer/operator of that optional tour.

(3) Where the Company merely provides information in its website, brochure, or other materials regarding sports activities or similar opportunities and expressly identifies such information as "**for information purposes only**," the Company shall clearly indicate this status.

In such cases, the Special Compensation provisions of Article 22 shall apply to losses suffered during participation in such activities; however, the Company shall bear no other responsibility.

25. Itinerary Guarantee

(1) If a significant change to the contractual terms listed in the left-hand column of the table below occurs (except for the changes specified in ①, ②, and ③ below), the Company shall pay the customer a **Compensation for Amendment** calculated by multiplying the **Travel Price Eligible for Compensation** referred to in Article 7 ("Application of the Travel Price") by the percentage shown in the right-hand column of the table. Such payment shall be made within **30 days from the day following the completion of the tour**.

However, if it is clear that the Company is liable for the relevant change under Article 21(1), the payment shall be made wholly or partly as damages rather than as a Compensation for change.

① **The Company will not pay a Compensation for amendment for changes resulting from any of the following causes:**

Adverse weather, natural disasters, or other events affecting the travel itinerary, war, riots or civil disturbances, government orders or directives, suspension of travel services by transportation providers, accommodation facilities, or other service providers due to flight cancellations, service interruptions, business closures, etc. Provision of transportation services differing from the original transportation plan due to delays, schedule changes, or similar circumstances, modifications made in view of necessary measures to ensure the safety and security of tour participants

(However, a Compensation for amendment shall be paid where the change results from a shortage of seats, rooms, or other facilities, transportation or accommodation providers despite the fact that the services are still being provided (commonly called "overbooking").)

② No Change Compensation Payment shall be paid for changes relating to portions of the Travel Contract that have been terminated pursuant to Article 15.

③ Even if the order in which travel services are provided differs from that stated on the website or in the brochure, no Compensation

for Amendment Payment shall be paid if the customer is ultimately able to receive the relevant travel services during the trip.

(2)

Notwithstanding Paragraph (1), the total amount of Compensation for amendment payable by the Company under a single Travel Contract shall be limited to **15% of the Travel Price Eligible for Compensation** as defined in Article 7.

In addition, if the amount of Compensation for Amendment payable under a single Travel Contract is less than **JPY 1,000**, no compensation shall be paid.

(3)

With the customer's consent, the Company may provide goods, services, or other benefits of equivalent value in lieu of monetary payment as Change Compensation or damages.

Table: Changes for Which the Company shall pay Compensation for Amendments

Modifications which can apply to Compensation	Compensation Rate if Notified Before Departure	Compensation Rate if Notified After Departure
① Change in the departure date or trip completion date previously stated on the website or in the brochure	1.5%	3.0%
② Change in a tourist destination, sightseeing facility (including restaurants), or other travel destination previously stated on the website or in the brochure	1.0%	2.0%
③ Change to transportation of a lower class, grade, or standard than that the one stated on the website or in the brochure (limited to cases where the compensation amount is less than the amount corresponding to the original grade or class)	1.0%	2.0%
④ Change in the type of transportation provider or in transportation company name than the one stated on the website or in the brochure	1.0%	2.0%
⑤ Change to a different flight arriving at or departing from a domestic airport than the one stated on the website or in the brochure	1.0%	2.0%
⑥ Change in the grade, type or name of the accommodation facility previously stated on the website or in the brochure (except where the change results in a higher accommodation grade when the Company has established accommodation rankings)	1.0%	2.0%
⑦ Change in the type of room, facilities, view, or other significant specifications of the accommodation facility stated on the website or in the brochure	1.0%	2.0%
⑧ Changes to matters specifically identified in the tour title on the website or in the brochure among the items listed in ① through ⑦ above	2.5%	5.0%

Notes

1. If a Final Itinerary has been issued, references in this table to the "website or brochure" shall be read as references to the "Final Itinerary."
2. For each item listed in ① through ⑧, if multiple changes occur for the same item, only one change will be taken into account.
3. Changes relating to transportation shall be counted per vessel, aircraft, train, etc.; changes relating to accommodation shall be counted per night; and changes relating to other travel services shall be counted per relevant service item.
4. Where a transportation modification under ③ or ④ involves accommodation as part of the transportation service, it shall be treated as one change per night.
5. A change in the name of a transportation company under ④ does not apply where the transportation company is changed to one of a higher standard or class.
6. Even if multiple changes occur during the same voyage, flight, train journey, or accommodation stay for items ④ through ⑦, they shall be treated as a single change.
7. With respect to item ⑦, no compensation shall be paid where the change is to a room of a higher standard or more favorable condition.

26. Travel Conditions for Communication Contracts

The Company may accept applications for travel from holders of credit cards issued by the Company or by credit card companies affiliated with the Company (hereinafter referred to as the **"Affiliate Company"**) (such cardholders being referred to as **"Members"**) on the condition that payment of the travel price, cancellation charges, and other fees may be made **without the Member's signature** (hereinafter referred to as a **"Communication Contract"**).

The travel conditions applicable to Communication Contracts differ from ordinary travel conditions in the following respects: *(Please note that some authorized travel agencies may not be able to handle Communication Contracts, and the types of cards accepted may vary among authorized agencies.)*

(1) The term **"Card Usage Date"** as used herein means the date on which the Member and the Company are required to perform their obligations for payment or refund of travel charges under the Travel Contract.

(2) At the time of application, customers must provide information such as:

- Membership Number (credit card number), and
- Card Expiration Date.

(3) A Travel Contract concluded by means of a Communication Contract shall be deemed formed when notice of the Company's acceptance of the Travel Contract reaches the customer.

(4) The Company shall receive payment of the **travel price stated on the website or in the brochure** or the **cancellation charges prescribed in Article 14** through the Affiliate Company's credit card system without requiring the Member's signature on a prescribed voucher.

In such cases, the **Card Usage Date** for the travel price shall be the **date of contract formation**.

(5) If the customer requests cancellation of the contract, the Company shall refund the amount obtained by deducting the applicable cancellation charge from the travel price, with the Card Usage Date being:

- within seven (7) days from the day following receipt of the cancellation request; or
- within thirty (30) days in the case of a price reduction or cancellation after commencement of travel.

(6) If payment cannot be made using the customer's designated credit card for reasons such as credit authorization failure, the Company may terminate the Communication Contract and require payment of the travel price in cash by a date separately designated by the Company.

If payment is not received by the designated date, the customer shall be liable for a penalty equal to the cancellation charge prescribed in Article 14(1).

27. Handling of Personal Information

(1) When accepting a travel application, the Company will request that customers provide all personal information necessary for arranging the travel services applied for and for receiving such services through the prescribed application form.

The personal information provided by customers—including: name, address, telephone number, date of birth, age, gender, email address, credit card number, etc.—will be used not only for communication with customers but also, to necessary extent for arranging and providing travel services, disclosed electronically or by other means to transportation providers, accommodation providers, insurance companies, and, where necessary for fraud detection and prevention, to the customer's credit card company. In addition, the Company may use customers' personal information for the following purposes:

1. Providing information regarding products, services, and promotional campaigns offered by the Company and its affiliated companies;
2. Requesting customer opinions and feedback after participation in a tour.
3. Conducting surveys and questionnaires.
4. Providing benefits and customer services.
5. Preparing statistical materials.

The Company may also outsource operations such as travel arrangements and statistical processing.

(2) The Company may jointly use customer information within the minimum scope necessary for contacting customers—including: name, address, telephone number, email address, and travel details among companies within the Company's corporate group. Management of such information shall remain the responsibility of the Company.

Group companies may use such information to provide information on their businesses, products, events and deliver products purchased by customers.

For the names of group companies and their privacy policies, please refer to the Group Headquarters website:

<https://www.imhds.co.jp/>

(3) To facilitate customer shopping at travel destinations, the Company may provide certain personal information to souvenir shops. In such cases, personal information such as customer name, flight date, flight number, and similar information may be provided in advance via electronic means or facsimile.

Customers wishing to stop the provision of personal information to such businesses should notify the sales office handling their reservation.

(4) To prepare for possible illness, injury, or accidents during travel, the Company requests personal information concerning the customer's emergency contact person.

Such information will be used only when the Company determines it necessary to contact that person in relation to illness or other circumstances affecting the customer during travel.

Customers are responsible for obtaining the consent of the emergency contact person before providing such information to the Company.

(5) Customers wishing to request disclosure, correction, or other actions regarding personal information submitted in connection with travel applications should consult the Company's Privacy Policy and contact the Company's **Personal Information Protection Manager**, General Affairs Department Manager

28. Provision of Personal Information to Credit Card Companies (3D Secure, etc.)

The Company may provide information such as customer name, address, email address, internet usage environment information, travel application information, and credit card information to the customer's credit card company as necessary for fraud detection and prevention conducted by such companies.

If the customer's credit card company is located outside Japan, such information may be transferred to the country in which the credit card company is located.

29. Basis Date for Travel Conditions and Travel Price

The reference date applicable to these Travel Conditions and the applicable Travel Price shall be the date stated on the website, brochure, or other relevant materials.

30. Miscellaneous

(1) Expenses incurred when a tour escort is requested to provide personal assistance, guidance, or shopping support, expenses arising from injury, illness, or other circumstances affecting the customer, expenses incurred in recovering lost or forgotten baggage due to the customer's negligence; and expenses incurred in arranging separate activities outside the group itinerary shall be borne by the customer.

(2) The Company may guide customers to souvenir shops for their convenience; however, all purchases shall be made entirely at the customer's own expenses and responsibility.

(3) Under no circumstances shall the Company re-operate or repeat a tour.

(4) Child fares apply to children who are at least 2 years old but under 12 years old as of the departure date.

Infant fares apply to children who are under 2 years old as of the departure date and do not occupy an airline seat.

(5) If a customer agrees to an airline's voluntary rebooking program (such as a **Flexible Traveler Program**) under which the customer boards a flight other than the originally scheduled flight, the Company's obligation to arrange travel and manage the itinerary shall be deemed fulfilled.

The Company shall additionally be exempt from any itinerary guarantee, obligations and other special compensation obligations relating to that change.

(6) Customers participating in the Company's Organized Package Tours may be eligible for airline mileage programs. However, inquiries regarding such programs, registration procedures, and mileage account matters must be handled directly by customers with the relevant airline.

If a change of airline causes the customer to lose eligibility for mileage benefits that would otherwise have been earned, the

Company shall bear no liability under Article 21(1) or Article 25(1), regardless of the reason.

(7) Customers wishing to bring medical equipment such as insulin injection devices onboard an aircraft may, depending on the airline, be required to provide: an English-language medical certificate issued by a physician and/or advance approval documentation.

Customers carrying medical narcotics may also be required to complete additional procedures with government authorities such as: Regional Bureaus of Health and Welfare and customs authorities.

Customers falling within these categories should notify the Company as early as possible.

(8) A **Certified Travel Services Manager** is the person responsible for transactions at the sales office handling the customer's travel arrangements.

If customers have any questions regarding explanations provided by staff concerning the Travel Contract, they are encouraged to contact the Certified Travel Services Manager identified in the brochure.

Note

Please note that where customers order additional alcoholic beverages, meals, or other services at inns, hotels, or similar facilities, consumption tax and other applicable fees may generally be charged on such purchases.

31. Governing Terms and Conditions

Any matters not specified in these Travel Conditions shall be governed by the **Organized Package Tour Contract Section** of the Company's Travel Agency Terms and Conditions, applicable laws and regulations, or generally established customs and practices.

Customers who wish to obtain a copy of the Company's Terms and Conditions may request one directly from the Company.

The Company's Terms and Conditions are also available on the Company's website:

Mitsukoshi Isetan Nikko Travel Website

<https://www.min-travel.co.jp>

This Travel Conditions document was prepared in accordance with the Company's Travel Agency Terms and Conditions and applicable laws and regulations.