

Domestic Tour Package Terms and Conditions

(Application Guidelines)

This outline of tour conditions represents part of the terms of transaction stipulated in Article 12-4 of the Travel Agency Law, and the contract specifying services rendered for travel and other matters as stated in Article 12-5 of the above mentioned law. Since April 1, 2016

Thank you for applying to Kakko Tour Tour Package. Based on Travel Agency stipulations (a part of the Tour Package Contract), Kakko Tour will accept applications under the following conditions. Please read these travel conditions carefully. In conjunction to the following, details of these travel conditions will depend on the Final Travel Itinerary and the Tour Contract (a part of the Tour Package Contract). In addition, please refer to attached pamphlets and leaflets concerning (1) tour fee amounts, (2) matters concerning the itinerary such as tour destination and departure dates, (3) content related to travel services the client will be able to receive, (4) whether or not a tour operator will be in accompaniment, (5) the minimum number of persons needed to execute the tour and (6) recorded date for travel conditions.

1. Purpose of the Tour Contract

In the Tour Package Contract (hereinafter referred to as "Tour Contract"), Kakko Tour will manage the tour itinerary and following said itinerary will arrange for the client to be able to receive services related to travel such as travel and/or lodging services provided by transportation and accommodation facilities (hereinafter referred to as "Travel Services").

2. Establishment of Tour Application and Tour Contract

- (1) The client shall provide on the Kakko Tour application form information as required by Kakko Tour and submit the form together with the application fee (20% of the tour fare) or the full tour fare amount.
- (2) Kakko Tour may accept tour contract applications by telephone, mail, facsimile and other means of communication. In such cases, the client shall submit the application form and application fee to Kakko Tour within 3 days from the day after confirmed acceptance of the application. If the client fails to supply the required application form and application fee within the 3 day period, the reservation shall be void.
- (3) The tour contract shall become valid upon acceptance by Kakko Tour and receipt of the tour contract.
- (4) When the application and application fee is submitted, the order of the tour contract's conclusion will be the order in which the reservation was received.
- (5) When the tour contract is finalized, Kakko Tour will promptly provide to the tour itinerary, information concerning travel services, the tour fare and a written document (hereinafter referred to as the "Contractual Tour Itinerary" which outlines travel conditions and provisions related to Kakko Tour liability
- (6) In the event that a confirmed travel itinerary or the names of the designated in this transportation or accommodation facilities are not written on the contractual tour itinerary, by the day before the start of the tour the client will be given a written document (hereinafter referred to as the "Final Tour Itinerary") which outlines the finalized information. However, if an application is submitted within 7 days prior to the start of the tour, the final tour itinerary may be given on the day of the tour.
- (7) If Kakko Tour cannot immediately conclude the tour contract due to varying reasons such as full occupancy of rooms or seats, with the client's consent, Kakko Tour will place the client on a waiting list (hereinafter referred to as the "waiting list").

- a. In the event that the client would like to be put on the waiting list, in addition to confirming the waiting period in which the client can expect an answer from Kakko Tour (hereinafter referred to as the "waiting list period"), the client will submit the application and the amount equivalent to the application fee. At this time, the tour contract is not finalized and Kakko Tour is not liable for concluding said tour contract(s) in the future.
- b. Kakko Tour will keep the amount equivalent to the application fee as a deposit and at the time when the tour contract is able to be finalized with the client, Kakko Tour will inform the client of Kakko Tour's acknowledgement of the conclusion of the tour contract and apply the deposit to the application fee.
- c. The finalization of the contract is at the time when Kakko Tour informs the client that Kakko Tour has agreed to its conclusion.
- d. Kakko Tour will refund the entire deposit amount to the customer when Kakko Tour is unable to acknowledge the finalization of the contract during the waiting list period or when the customer requests to be removed from the waiting list before Kakko Tour gives a reply acknowledging the conclusion of the contract. In this case, even if the request to be removed from the waiting list is within the cancellation fee period, Kakko Tour will not charge a cancellation fee.

3. Application Terms and Conditions

- (1) As a general rule, clients under the age of 20 and participating in the tour will need consent from his/her guardian. Clients under the age of 15 must be accompanied by a parent or guardian.
- (2) Kakko Tour may refuse an application if the client's age, qualification, skills and other conditions do not conform to those designated for tours aimed at specific customer categories or purposes.
- (3) When applying for the tour, please advise Kakko Tour of any clients who require special attention from Kakko Tour during the tour due to general ill health, persons who use devices such as wheel chairs due to physical handicap, physical or mental disabilities, food or pet allergies, pregnancy or potential pregnancy, dogs assisting with disabilities (seeing eye dogs, hearing dogs, service dogs etc.) (Please immediately inform Kakko Tour if any of these conditions become applicable to clients after the validation of the tour contract). Kakko Tour will give guidance as to how to proceed with your application so please inform Kakko Tour in detail of all necessary measures.
- (4) If such request arise as outlined in the previous provision, Kakko Tour will comply with such requests to the extent deemed feasible and reasonable. In such an event, Kakko Tour will inquire about the client's condition and necessary measures and Kakko Tour may ask that these things be provided in writing.
- (5) In order to carry out safe and smooth tour operations, Kakko Tour may ask that as a part of participation in the tour, conditions such as the client being that as a part of participation in the tour, conditions such as that as a part of participation in the tour, conditions such as the client being accompanied by an escort, the presentation of a medical accompanied by an escort, the presentation of a medical certificate or

part of the tour course be altered. Kakko Tour may refuse tour contract requests or cancel the tour contract if arrangements for necessary measures cannot be made. Furthermore, as a general rule, the client shall bear incurred cost by Kakko Tour for implementing special measures based on the request from the client.

- (6) As a general rule, independent activities for reasons of the client's own choosing will not be arranged by Kakko Tour. However, Kakko Tour may arrange such activities under separate conditions. In such cases, please be sure to contact a Kakko Tour tour operator or staff person regarding the independent activities and whether or not said client will be returning.
- (7) Kakko Tour may refuse client participation for any of the following applicable reasons:
 - a. If it is determined that the client threatens to inconvenience or interfere with the collective activities of tour participants.
 - b. If it is determined that the client is affiliated with any anti-social forces such as crime syndicates, crime syndicate affiliated groups, racketeer groups etc.
 - c. When the client requests violent acts against Kakko Tour, unreasonable acts, acts that use threatening behavior or violence in regards to transactions or equivalent thereto.
 - d. When the client disseminates rumors, uses fraudulent or coercive means to damage Kakko Tour credibility, conducts acts that obstruct Kakko Tour business or acts equivalent thereto.
 - e. For other reasons regarding Kakko Tour tour operations.

4. Paying the Tour Fare

The tour fare shall be paid before the day falling 13 days prior to the tour start date. However, if the client submitted an application after the 13th day provision, the client is required to pay by the date specified by Kakko Tour at the time of the application or before the start of the tour.

5. Amount of Tour Fare

- (1) Clients 12 years of age and older at the start of the tour date shall be charged the adult fare and those 6-11 years old (3-11 years old for tours including air travel) shall be charged the child fare unless otherwise specified.
- (2) The tour fare is indicated for each course. Clients are asked to confirm the fare according to the departure date and the number of participants.

6. Items included in Tour Fare

The following charges such as fares and fees specified in the tour itinerary are included in the tour fare.

- (1) Admission fees, accommodation and board fees, taxes and/or service fees, airport facility fees, transportation service fares and fees in relation to charter buses, airplanes, ships and railway.
- (2) Various necessary expenses in relation to a tour operator accompanying the tour.
- (3) Other expenses specified in pamphlets etc., As a general rule, the above expenses will not be refunded even if some of the services are not fully used.

7. Items not included in the Tour Fare

Charges and expenses other than those specified in Article 6 are not included such as:

- (1) Travel or accommodation expenses to get to and from a meeting spot.
- (2) Excess baggage fees (for luggage exceeding the limit of carry-on items determined by various transportation facilities).
- (3) Dry cleaning, telephone fees, room services charges, additional meal and drinks and any other expenses personal in nature.
- (4) Medical expenses for injury or illness.
- (5) Expenses for the addition of desired extra rooms.
- (6) Expenses for excursions only the client will participate in.

8. Changes in Tour Content

Kakko Tour may change tour package contract content (hereinafter referred to as "Tour Contract Content") such as tour itinerary and travel services when safe and smooth tour operations become impossible in circumstances such as natural calamity or disaster, warfare, civil disturbance, suspension of services related to transportation, accommodation etc., government orders, provided transportation services not based on the original plan or other circumstances beyond the control of Kakko Tour. Kakko Tour will quickly explain to the client beforehand the reason why participation is not possible and the grounds for such reasoning. However, in emergency situations when unavoidable circumstances occur, Kakko Tour will explain to the client after changes occur.

9. Change in Tour Fare

- (1) Kakko Tour may revise its schedule of fees in accordance with significant increases or deductions in Agent-Organized transport fares and/or charges due to unusual or unforeseen economic developments. In such cases, Kakko Tour will notify the client no later than the 15th day prior to the eve of the departure.
- (2) In the event that there are changes to the tour contract content for reasons outlined in provision (1) above and travel costs become lower, Kakko Tour will reduce the tour fare accordingly.
- (3) Necessary measures may be taken when the client finds that during the trip he/she requires care due to illness or injury. In such an event, the expenses required from such measures shall be borne by the client if the cause is not attributable to Kakko Tour. The customer shall pay such expenses by the method and date specified by Kakko Tour.
- (4) If the contract stipulates different tour fares depending on the different number of tour participants using transport and/or accommodation facilities, in the event that the number of tour participants should change through no fault of Kakko Tour after the Tour contract comes into effect,

Kakko Tour may change the amount of the tour fare as stipulated in the Tour contract.

10. Change in Tour Participants

A client who has entered into a tour contract may, with Kakko Tour's consent, transfer the status of a contract to a third party. In this case, the clients shall enter the required information in the form provided by Kakko Tour and submit it together with the specified handling fee.

11. Cancellation of Tour Contract by the Client

- (1) A client can make a cancellation at any time by paying the cancellation fees outlined in Article 13 to Kakko Tour.
- (2) In any of the following cases, a client may cancel the Tour Contract without paying cancellation fees:
 - a. When the tour contract content change. However, such changes are limited to those outlined in Article 20(1) and other substantial changes.
 - b. When the tour fare has increased in accordance with the provisions of Article 9(1).
 - c. In the event of a natural calamity or disaster, war, civil disturbance, suspension of services related to transportation, accommodations, etc., government orders or other circumstances that make safe, smooth tour operation impossible or when there is a valid reason to believe the tour cannot continue.
 - d. When Kakko Tour has not delivered the final final tour itinerary, outlined in Article 2(7), to the client by the prescribed date.
 - e. When tour operation becomes impossible due to factors for which Kakko Tour is liable.
- (3) When the tour contract is cancelled by methods outlined in provision (1) of this Article, Kakko Tour will subtract the amount pertaining to tour fees (or application fees) already received from the fixed cancellation fee and refund the remaining balance. If the application fee cannot cover the cancellation fee, Kakko Tour will ask the client to pay the difference. Also, when the tour contract is cancelled by methods outlined in provision (1) of this Article, Kakko Tour will refund the entire amount of the tour fees (or application fees) 7 days from the date of cancellation. However, in the event of cancellation through provision (2) of this Article, Kakko Tour will subtracting travel expenses relating to cancellation fees, penalties etc., and cost that will need to be paid in the future.

12. Cancellation of Tour Contract or Tour Operations by Kakko Tour

- (1) If the client has not paid the tour fare by the prescribed date, Kakko Tour may cancel the tour contract as of the following day, and cancellation charges specified in item 13 will apply.
- (2) Kakko Tour may cancel the tour contract prior to the start of the tour and provide reasoning to the client for any of the following cases:
 - a. When it becomes evident that the client does not satisfy the sex, age, qualification, skill or other requirements specified by Kakko Tour for participation in the tour.
 - b. When the client is recognized as unfit to join the tour due to illness, absence of a necessary caregiver or other reasons
 - c. When the client is asked to take on an unreasonable burden in respect to the contents of the tour contract.
 - d. When the minimum number of participants stipulated in the tour contract has not been met. In such cases, the client will be notified of a tour cancellation no later than the 13th day (the 3rd day for one-day tours) prior to the eve of departure.
 - e. When necessary conditions, such as required snowfall for a ski trip, as clearly stated at the conclusion of the tour contract cannot materialize or when there is valid reason to believe that the required conditions cannot be met.
 - f. In the event of a natural calamity or disaster, war, civil disturbance, suspension of services related to transportation, accommodations, etc., government orders or other circumstances beyond the control Kakko Tour, and when safe and smooth tour operations according to the itinerary specified in the tour contract has become impossible, or there is valid reason to believe that the tour cannot continue.
 - g. When the client is found to fall under any (3) out of the 7 conditions.
- (3) Kakko Tour may cancel the tour contract after the start of the tour in any of the following cases:
 - a. When the client is recognized as unfit to join the tour due to illness, absence of a necessary caregiver or other reasons
 - b. When the client is seen to disturb the order or collective activities of tour participants by disobeying tour conductor instructions, or b behaving in a manner which otherwise jeopardizes safety and smooth tour operations.
 - c. In the event of a natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., government orders or other circumstances beyond the control Kakko Tour, and when safe and smooth tour operations according to the itinerary specified in the tour contract has become impossible, or there is valid reason to believe that the tour cannot continue. In addition, Kakko Tour will make arrangements for client(s) wishing to return to the place of departure when the Tour contract is cancelled due to conditions explained in (a) and (b). However, all required travel expenses will be the responsibility of the client.
 - (4) When the Tour Contract is cancelled after the start of the tour, Kakko Tour will subtract the amount pertaining to travel expenses which the client has not yet received from expenses such as

cancellation fees, penalties or cost that will need to be paid in the

future and refund the remaining balance within 30 days counting from the day after the tour ends.

13. Cancellation Charges

- (1) If the client decides to cancel the Tour Contract for personal reasons, the following cancellation rates will apply.

The cancellation date is calculated from the day prior to the start of the tour.

Cancellation rates are the rates of the tour fees.

Cancellation Day	8-20 days prior	2-7 days prior	1 day prior	The day of	Participants unable to attend without prior notice or after the tour date
	(One-day tours, 8-10 days prior)				
Cancellation Rate	20%	30%	40%	50%	100%

Note 1 Applicable to this chart, "After start of tour" hereafter

refers to "The start of receiving provided services" as defined in

Article 2 Provision 3 of the attached Special Compensation Regulations.

- (2) In cases where tour contract(s) use charter ship(s), cancellation fees are based off the provisions stipulated in said charter ship(s).
- (3) In cases of booking cancellations via various loans beyond Kakko Tour's responsibility, the above cancellation charges will apply.

14. Refund due to Partial Cancellation of Tour

- (1) If for any reason the client wishes to not partake in Kakko Tour provided travel services such as room and board or tourism services after the start of the tour, Kakko Tour will not issue a refund. However, if there are such requests before the start of the tour, Kakko Tour may issue a refund depending on separately prescribed provisions.
- (2) If in the event that the client cannot receive travel services in accordance with the last day of the tour, due to no fault of the client, the client may cancel the portion of the Tour contract relating to the travel services said client was not able to receive. In this circumstance, Kakko Tour will refund the client the portion of the travel services said client was unable to receive.

15. Itinerary Management

Kakko Tour will do the following to ensure safe and smooth travel operations for the client. However, this does not apply to clients that have a special contract with Kakko Tour differing from what is set forth here.

- (1) When it is recognized that there might be a chance that the client will not be able to receive travel services during the tour, Kakko Tour will take steps to ensure that the travel services outlined in the Tour contract can be received.
- (2) Regardless of the steps to be taken in provision (1) of this Article, reasons stated in Article 8 or due to some other reasons, Kakko Tour will arrange for substitute services when the content of the tour contract has to be altered. In such an event, Kakko Tour will try to effectuate the tour itinerary. Also, when travel services are altered, Kakko Tour will make efforts to minimize changes to the tour contract content which includes efforts to make the altered travel services the same as the original travel services. Furthermore, the above mentioned Kakko Tour services will be carried out by that there is no tour operator in accompaniment, Kakko Tour will provide the required coupons to receive the travel services but Kakko Tour requests that the client provide Kakko Tour with the procedures necessary in order to receive said provided travel services.

16. Tour Operators

- (1) Tour operator work hours are from 8:00 a.m. to 8:00 p.m.
- (2) From the start of the tour until its conclusion, when engaging in tour group activities, the client will follow Kakko Tour instructions to ensure a safe and smooth execution of the tour.

17. Kakko Tour Liability and Disclaimer

- (1) Kakko Tour shall assume liability for damages incurred by the client due to the willful or negligent acts on the part of Kakko Tour travel agents in charge of tour arrangements during the course of the execution of the tour contract. However, this is limited only to damages that have been reported to Kakko Tour within a 2 year time frame counting from the following day on which the damage occurred.
- (2) With respect to compensation for damages to luggage, the maximum amount shall be (JPY) 150,000 per person (excluding willful or gross negligence on the part of Kakko Tour). Compensation shall be made only when damages are reported within 14 days from the following day on which the damage occurred.
- (3) Kakko Tour shall not be liable for damages incurred by the client due to reasons such as those listed below:
 - a. natural disasters, war, riots and alteration or cancel of tour itinerary due to such causes.
 - b. Transport and/or Accommodation facility accidents or fires and alteration or cancel of tour itinerary due to such causes.
 - c. Quarantine due to government orders or infectious diseases.
 - d. Accidents occurring during client's free activities.
 - e. Food poisoning.
 - f. Theft.
 - g. Transport facility delays or stoppages and alterations to the tour schedule or shortening of time spent in destination country due to such causes.

18. Special Compensation

- (1) Regardless of whether or not Kakko Tour assumes liability based on Article 17(1), Kakko Tour shall pay compensation and monetary tokens of sympathy, as specified under the special provisions of the General Terms and Conditions of Kakko Tour Organized Tours Contract, for the death or certain damages to the body incurred by the client during the course of the organized tour.
- (2) In the case of Kakko Tour assuming liability for damages under the provisions in Article 17(1), the amount to be paid thereunder shall be reduced by the amount equal to the compensation paid by Kakko Tour under provision(1) of this Article.
- (3) In the case prescribed under provision (2) of this Article, Kakko Tour will apply some or all of the amount of damages Kakko Tour should pay under Article 17(1) (including compensation which is regarded as damages compensation pursuant to provision (2) of this Article) as Kakko

19. Client Liability

- (1) Kakko Tour shall require the client to indemnify Kakko Tour for losses sustained due to the client's willful negligence, fault, conduct against public order or good manners or breach of provisions in the Kakko Tour tour contract.
- (2) Upon entering the tour contract, the client must make full use of the information provided by Kakko Tour and strive to understand the contract content such as rights and obligations held by the client.
- (3) In order for the client to smoothly receive the travel services outlined in the tour contract, if after the start of the tour the client recognizes that the travel services provided differ from those stipulated in the tour contract, at the tour location the client shall promptly inform Kakko Tour, a Kakko Tour travel agent or the travel service provider of the discrepancy.

20. Itinerary Booking Guarantee

- (1) Should major changes occur in the tour contract as stated in the left hand column of the accompanying table, Kakko Tour shall calculate the compensation amount by multiplying the tour fare by the rate indicated in the right hand column of the table and refund this amount to the client within 30 days from the day after the tour ends. However, this does not apply to instances when it is evident that Kakko Tour is liable, set forth in Article 17. Kakko Tour shall not pay compensation for changes even of shortage, even when services are provided such as for seats, rooms and other facilities).
 - a. Compensation shall not be paid for the following changes:
 - (a) natural calamity or disaster (b) war (c) civil disturbance (d) government orders (e) suspension of services related to transportation, accommodation etc. (f) provided transportation services differing from the original schedule (g) necessary measures to prevent death or bodily harm to tour participants.
 - b. Should cancellation of the tour contract be made in accordance with Articles 11 and 12, and should changes occur in such cancelled portions, Kakko Tour shall not pay compensation.
- (2) The maximum amount of compensation for changes paid by Kakko Tour per client under one tour shall be the tour fare multiplied by 15 percent. Compensation will not be paid, however, if the total amount is less than (JPY) 1,000.
- (3) With the client's consent, Kakko Tour shall indemnify the client by offering economic benefits equivalent to the amount of compensation or damages instead of a cash payment.
- (4) If, after Kakko Tour has compensated for changes made in accordance with Provision (1) mentioned above, it becomes evident that Kakko Tour is responsible for changes as stated in Article 17, Kakko Tour shall pay the client for the damages mentioned in Article 17 after deducting the sum already paid under the terms in Provision (1) mentioned above.

Changes that grant compensation

Changes for which Kakko Tour will pay compensation		Percentage (%) per 1 tour	
		Prior to start of tour	After start of tour
1	Changes in contract tour departure or termination date.	1.5	3.0
2	Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in the tour contract.	1.0	2.0
3	Changes in grade or equipment of transport facilities as stated in the tour contract, which lower cost (only when the total cost after the change becomes less than what is stated in the contract).	1.0	2.0
4	Changes in transport vehicle or the company operating them as stated in the tour contract.	1.0	2.0
5	Changes in domestic flight(s) at departure or destination airport(s) stated in the tour contract.	1	2
6	Changes in accommodation facility or the name of the company facilitating them as stated in the tour contract.	1	2
7	Changes in accommodation conditions such as room type, facilities, view etc.	1	2
8	Regarding changes in items (1) through (7) as related to the tour title in the contract, these rates shall apply instead of those listed for the above items.	2.5	5

Note 1 Regarding the changes in items (1) through (8), "Prior to start of tour" implies the circumstance in which the client is notified by the day prior to the tour start date and "After start of tour" implies the circumstance in which the client is notified from the date of the tour's start.

Note 2 In circumstances wherein written confirmation is issued, "Contractual Tour Itinerary" will be read as "Final Tour Itinerary" and the above chart rates will apply. In the event that there are changes that occur between the content written in the Contractual Tour Itinerary and that which is written in the Final Tour Itinerary or between content written in the Final Tour Itinerary and the actual travel services rendered, each change will be treated as a single alteration.

Note 3 Regarding changes in items (3) and (4), if use of accommodation facilities are accompanied with transportation facilities, this will be regarded as 1 overnight stay and treated as a single alteration.

Note 4 Regarding changes in item (4), in circumstances wherein changes in grade or equipment increase costs, the above rates will not apply.

Note 5 Regarding changes in items (4), (6) or (7), if multiple changes occur during 1 train, automobile or boat ride, or 1 overnight stay, these changes will be regarded as a single alteration.

Note 6 Only one rate shall apply for changes as stated in above listed item (8).

21. Organization/Group Contracts

- (1) Tour contracts wherein multiple clients traveling under the same itinerary at the same time, declare a liable representative (hereinafter referred to as "contracting representative"), excluding special

authority to enter into the tour contract on behalf of the clients making up the group/organization (hereinafter referred to as "the tour party") and Kakko Tour will conduct tour related transactions concerning said group/organization with the contracting representative.

- (2) The contracting representative must submit a list of all names included in the tour party by the date specified by Kakko Tour.
- (3) In the event that the contracting representative does not accompany the group/organization, Kakko Tour will consider the previously appointed contracting representative as the contracting representative.
- (4) Kakko Tour is not responsible for any present or future obligations or liabilities the contracting representative bears to the tour party.

22. Other

- (1) Concerning Domestic Travel Accident Insurance
We recommend that the client enroll themselves in an insurance plan to have peace of mind when traveling. Please ask a Kakko Tour travel agent about domestic travel accident insurance.
- (2) Concerning the Handling of Private Information
Kakko Tour or commissioned travel agents who apply for the will use the information provided during the time of the tour application's submission to contact the client, make arrangements for transportation, accommodation or accident insurance services or to submit to other necessary parties.
- (3) In addition to what is written above, please visit the Kakko Tour homepage (<http://www.kakkotour.com>) or our office for more information related to our policy concerning the handling of private information. For information concerning a vendor's policy regarding the handling of information, please consult with said vendor.

Travel Planning and Operations

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