

**Tour Conditions Document (Be sure to read this document in full prior to making an application. Please speak to your travel representative if you have any questions or concerns.)**

## **Article 1      Agent-Organized Package Tour Contract**

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1. This Agent-Organized Package Tour Contract (hereinafter referred to as the “**Tour Contract**”) is made by and between Seibu Railway Co., Ltd. (hereinafter referred to as the “**Agent**”) and a customer who will participate in a domestic tour arranged, organized, and operated by the Agent (hereinafter referred to as the “**Traveler**”).
2. The terms and conditions of the Tour Contract are governed by and construed in accordance with the terms and conditions stated in the individual tour package, this Tour Conditions Document, the final travel itinerary provided prior to departure, and the Agent’s Travel Services Clause (a portion of the Agent-Organized Package Tour Contract).

## **Article 2      Conditions on Tour Applications**

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1. The Agent reserves the right to refuse to conclude a Tour Contract in the circumstances set forth in the Items below.
  - (1) When the Traveler does not satisfy gender, age, qualification, skill, or other requirements specified explicitly in advance by the Agent as conditions on tour participation.
  - (2) When the number of applicants for the tour has reached the scheduled enrollment number.
  - (3) When there is due cause to believe the Traveler is likely to inconvenience or disturb other travelers or to obstruct the smooth operation of collective activities during the tour.
  - (4) When the Traveler, in attempting to conclude a Communications Contract, is unable to settle all or a portion of the financial obligations pertaining to the tour fare or other charges in accordance with the membership rules of the affiliated credit card company, due to an invalid credit card or other reason.
  - (5) When the Traveler is deemed to be a member of an organized crime group, an associate of an organized crime group, a person with ties to an organized crime group, or a member of a company affiliated with an organized crime group, a racketeer group, or other anti-social force.
  - (6) When the Traveler has made violent or unreasonable demands toward the Agent, has acted or spoken in a threatening manner regarding the tour transaction, or committed an act of violence or an act equivalent to an act of violence.
  - (7) When the Traveler has committed an act, or an act equivalent thereto, that damages the reputation of the Agent or that disrupts the Agent’s business, either by disseminating unfounded rumors or by using deceptive practices or undue influence or authority.
  - (8) When the Agent’s business circumstances necessitate a refusal.

2. When the Traveler is under the age of 20 and will participate in the tour alone, a letter of consent from the Traveler’s guardian is required in principle. The Agent reserves the right to refuse tour participation by unaccompanied children (elementary-school aged children and younger).
3. Older persons, people with physical disabilities, and people with present health conditions may be required to indicate their health status at the time of application and may be required to submit a physician’s medical certificate. In all cases, the Agent reserves the right, at its sole discretion, to refuse tour participation or to require the Traveler to be accompanied by a caregiver.

### **Article 3      Tour Application Methods and Conclusion of the Tour Contract**

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1. The Traveler shall apply for a tour by completing the necessary particulars on the tour application form prescribed by the Agent (hereinafter referred to as the “**Application Form**”) and submit the Application Form to the Agent together with the appropriate deposit set forth in the table below. The Agent shall treat the deposit as a portion of the tour fare or of any cancellation charge or penalty imposed.
2. The Agent accepts reservations for a Tour Contract by telephone, postal mail, facsimile, Internet, or other means of communication. In such cases, the Tour Contract is not concluded at the time the reservation is made. The Traveler shall submit the Application Form and the appropriate deposit within three (3) days from the subsequent date on which the Agent informs the Traveler of the acceptance of the reservation. In the event that the Traveler does not submit the appropriate deposit within the stipulated period, the Agent shall treat the Traveler’s reservation as invalid.
3. The table below sets forth the amounts of deposits (per person).

<b>Tour Fare</b>	Less than ¥10,000	¥10,000 or greater but less than ¥30,000	¥30,000 or greater
<b>Deposit</b>	¥3,000	¥5,000	¥10,000

4. The Tour Contract shall be deemed as having been concluded when the Agent has agreed to conclude the contract and has received the deposit stipulated in the previous Paragraph.
5. The Agent may elect to accept tour applications by telephone, postal mail, facsimile, Internet, or other means of communication on the condition that payment of the tour fare will be received without the Traveler’s signature from the credit card company affiliated with the Agent (hereinafter referred to as a “**Communications Contract**”). Notwithstanding this provision, the Agent may be unable to accept tour applications by means of a Communications Contract for business reasons: for example, the merchant contract between the Agent and the affiliated credit card company does not contain a special policy approving no-signature transactions.
6. The Traveler shall provide the Credit Card Company Name, Card Number, Card Expiry Date, and other relevant details in addition to the Tour Name, the Departure Date, and other such particulars when making an application by means of a Communications Contract. Tour reservations made by means of a Communications Contract shall be deemed as having been concluded when the Agent has agreed to conclude the contract, if the application has been made by telephone, or when

notification that the Agent has agreed to conclude the contract has reached the Traveler, if the application has been made by computer or similar means of communication.

7. When the Tour Contract is made by means of a Communications Contract, the contract shall be deemed as having been concluded when notification that the Agent has agreed to conclude the contract has reached the Traveler. If the application has been made by telephone, the contract shall be deemed as having been concluded when the Agent has agreed to conclude the contract. When notification is made by means of e-mail or other form of electronic acceptance notification, the contract shall be deemed as having been concluded when the notification reaches the Traveler.
8. The Card Use Date as stated in the Communications Contract means the day on which the Traveler or the Agent should pay or reimburse the tour fare or other charges in accordance with the Tour Contract. In the former case, the Card Use Date shall be the effective date of the contract, and in the latter case, the Card Use Date shall be the contract cancellation application date.
9. If the Traveler needs special arrangements to be made by the Agent in connection with participation in the tour, the Traveler shall inform the Agent of such requests at the time of the reservation application. The Agent will attempt to meet such requests to the extent reasonably practical. The Traveler shall bear the expenses incurred by the Agent to take special measures in order to fulfill the Traveler's requests.
10. After the conclusion of a Tour Contract, the Agent shall promptly deliver to the Traveler the Tour Contract document in writing stating the travel itinerary, the particulars of the travel services, the tour fare and other tour conditions, and the Agent's liabilities. In the event that the Agent, with the consent of the Traveler, has provided the particulars to be stated in the written Tour Contract document by means of information and communications technology in lieu of issuing the Tour Contract document in writing, the Agent will confirm that the Tour Contract particulars have been recorded in a file kept on a communications device used by the Traveler. If no file is kept on a communications device used by the Traveler, the Agent will store the Tour Contract particulars on communications devices used by the Agent and confirm that the Traveler has read the Tour Contract particulars.

## **Article 4      Payment of the Tour Fare**

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1. The Traveler shall pay the tour fare (the balance after deducting the deposit) no later than fifteen (15) days prior to the date on which the tour commences. In the event that the Traveler makes a tour application within fifteen (15) days prior to the date on which the tour commences, the Traveler shall pay the tour fare by the deadline stipulated by the Agent prior to the commencement of the tour.

Unless otherwise stipulated, travelers aged twelve (12) and above will be charged an adult fare and travelers aged over three (3) and under twelve (12) will be charged a child fare.

## **Article 5      Tour Cancellations**

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1. The Agent may elect to cancel the tour if the number of travelers participating in the tour has not reached the minimum number necessary specified explicitly in advance in the tour package pamphlet. In such cases, the Agent shall inform the Traveler of the tour cancellation no less than fourteen (14) days prior to the date on which the tour commences (three (3) days before in the case of a one-day tour) and shall reimburse the full amount of the deposit already collected.

## **Article 6      Expenses Included in the Tour Fare**

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1. The tour fare includes fares and charges, consumption taxes, and other taxes of transportation providers specified on the travel itinerary as well as other explicitly stated expenses. Note that all such expenses are nonrefundable, even in the event the Traveler, of his or her own accord, does not make use of all the expenses.

## **Article 7      Expenses Not Included in the Tour Fare**

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1. The tour fare does not include traveling expenses not stated on the travel itinerary, accommodation charges or other expenses, expenses of a personal nature such as charges for additional food or drink, any associated taxes or service charges, fees for baggage in excess of stipulated limits, amounts spent during free-time (unorganized) activities, and charges for optional plans (charged separately) that only interested travelers participate in.

## **Article 8      Changes to Tour Contract Particulars and/or the Tour Fare**

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1. The Agent, even after the conclusion of the Tour Contract, reserves the right to change the travel itinerary, the particulars of the travel services, and other Tour Contract particulars, after providing the Traveler with a prompt explanation of the reasons for and consequences of the changes, in the event a natural disaster, war, social unrest, cancellation or suspension of travel services by transportation, accommodation, or other service providers, government or public authority orders, delays in transportation services, or other circumstances beyond the control or direct involvement of the Agent occur and it becomes necessary to make such changes to ensure the safe and smooth operation of the tour. In the event of an emergency and when circumstances necessitate it, the explanation may be given after the changes are made.

If a significant fluctuation from the normally envisioned costs occurs due to a material change in economic conditions or other factors, such as revisions to transportation fares and charges, the Agent may elect to increase or reduce the tour fare by an amount not exceeding the actual change in costs. In the event of an increase to the tour fare, the Agent shall inform the Traveler of the tour fare increase at least sixteen (16) days prior to the date on which the tour commences. In the event

of a reduction to the tour fare, the Agent shall reduce the tour fare only by the amount of the reduction in transportation fares and charges used during the tour.

The Agent reserves the right to change the tour fare amount stated in the Tour Contract document in the event that the number of participants changes after concluding the Tour Contract due to causes not attributable to the Agent, insofar as the Tour Contract document states that the tour fare may vary depending on the number of people using transportation or accommodation services.

## Article 9 Substitution of the Traveler

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1. The Traveler is entitled to transfer the Tour Contract to a third party with the consent of the Agent. When transferring the Tour Contract, the Traveler shall complete the necessary particulars on the form prescribed by the Agent and submit it to the Agent together with the stipulated handling fee. The Tour Contract transfer becomes valid and effective when the Agent and relevant service providers have given their consent to the transfer. Thereafter, the third party who has taken over the status of Traveler in the Tour Contract assumes all the rights and duties of the Traveler under the Tour Contract.

## Article 10 Tour Contract Cancellation by the Traveler and Reimbursements

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1. The Traveler is entitled to cancel the Tour Contract at any time after paying the Agent the appropriate cancellation charge set forth below. The Traveler is entitled to cancel the Communications Contract as well without providing the signature on the Traveler's credit card from the affiliated credit card company.
2. The table below sets forth the tour cancellation charges.

Date of Cancellation		Cancellation Charge
Calculated from the date on which the tour commences	Cancellations made no less than twenty-two (22) days in advance (twelve (12) days in the case of a one-day tour)	No charge
	Cancellations made between nine (9) days and twenty-one (21) days in advance (eleven (11) days in the case of a one-day tour)	20% of the tour fare
	Cancellations made between eight (8) days and three (3) days in advance	30% of the tour fare
Cancellations made on the day prior to the date on which the tour commences		40% of the tour fare
Cancellations made on the date on which the tour commences		50% of the tour fare

Cancellations made after the commencement of the tour or failure to participate without notification	100% of the tour fare
<p>“After the commencement of the tour” in the summary above refers to the time after which “services are rendered to travelers” as provided for in Paragraph 3, Article 2 of the attached Special Compensation Rules.</p>	

3. Cancelling a reserved tour package or departure date and making a new application for a different tour package or departure date, or reducing the number of tour participants in a reservation, at the request of the Traveler, is subject to the cancellation charges set forth in the previous Paragraph for each tour participant with respect to their tour fares. The Agent will assess a handling charge of ¥220 for each change.
  
4. Notwithstanding the provisions of the previous Paragraph, the Traveler is entitled to cancel the Tour Contract without paying a cancellation charge in any of the cases set forth below.
  - (1) When the Agent has made material changes to the details of the tour.
  - (2) When the tour fare has been increased.
  - (3) When the safe and smooth operation of the tour is impossible, or there is a high probability that it will become impossible, due to the occurrence of a natural disaster, war, social unrest, cancellation or suspension of travel services by transportation, accommodation, or other service providers, government or public authority orders, or other circumstances.
  - (4) When the Agent has failed to issue the Confirmation Document to the Traveler by the date stipulated in the Tour Contract.
  - (5) When, due to causes attributable to the Agent, operation of the tour in accordance with the travel itinerary stated in the Tour Contract document has become impossible.
  
5. When, after the commencement of the tour, due to causes not attributable to the Traveler, it has become impossible for the Traveler to receive the travel services stated in the Tour Contract document, or when the Agent has notified the Traveler to that effect, the Traveler is entitled to cancel the portion of the Tour Contract which has become unavailable for the Traveler to receive without paying a cancellation charge, notwithstanding the provisions of the previous Paragraph. In such cases, the Agent shall reimburse the Traveler the amount pertaining to the portion of the travel services the Traveler was unable to receive. However, in cases where continuation of the tour became impossible due to causes not attributable to the Agent, the Agent shall reimburse the Traveler the remainder of the reimbursement amount prescribed above, after deducting cancellation charges, penalties, and other payments already made as well as amounts for expenses due to be paid.

## **Article 11 Tour Contract Cancellation by the Agent (Prior to Tour Commencement)**

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1. The Agent reserves the right to cancel the Tour Contract, with prior explanation thereof to the Traveler, before the commencement of the tour in the cases set forth below. In the event the Agent

cancels the Tour Contract before tour commencement, the Agent shall reimburse the Traveler for the full amount of the tour fare (and/or deposit) already collected.

- (1) When the Agent has established that the Traveler does not satisfy gender, age, qualification, skill, or other requirements specified explicitly in advance by the Agent as conditions on tour participation.
  - (2) When the Traveler is recognized to be unfit to participate in the tour due to illness, absence of a needed caregiver, or other reason.
  - (3) When there is due cause to believe the Traveler is likely to inconvenience or disturb other travelers or to obstruct the smooth operation of collective activities during the tour.
  - (4) When the Traveler has made unreasonable requests pertaining to the contract particulars.
  - (5) When the number of tour participants has not reached the stipulated minimum number for the tour package.
  - (6) When there is a high probability that conditions necessary to operate the tour and stated explicitly at the time the contract was concluded cannot be fulfilled: for example, insufficient snowfall needed to fulfill a skiing tour package.
  - (7) When safe and smooth operation of the tour in accordance with the travel itinerary stated in the Tour Contract document becomes impossible, or there is a high probability that it will become impossible, due to the occurrence of a natural disaster, war, social unrest, cancellation or suspension of travel services by a transportation, accommodation, or other service provider, government or public authority orders, or other circumstances beyond the control or direct involvement of the Agent.
  - (8) When the Traveler, having concluded a Communications Contract, has been unable to make payment of all or a portion of the tour fare in accordance with the membership rules of the affiliated credit card company, due to an invalid credit card or other reason.
  - (9) When the Agent has established that the Traveler meets any of the conditions stipulated in Items (5) through (7), Paragraph 1, Article 2.
2. If the Traveler fails to pay the tour fare by the prescribed deadline, the Agent shall regard the Traveler as having canceled the Tour Contract on the day following the deadline. In this event, the Traveler shall pay the Agent a penalty in the sum equivalent to the cancellation charges stipulated in Item (1), Paragraph 1, Article 10.
  3. When the Agent intends to cancel the Tour Contract due to causes set forth in Item (1) through Item (5) in Paragraph 1 of this Article, the Agent shall inform the Traveler of the tour cancellation no less than fourteen (14) days prior to the date on which the tour commences (three (3) days before in the case of a one-day tour).

## **Article 12    Tour Contract Cancellation by the Agent (After Tour Commencement)**

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1. The Agent reserves the right to cancel a portion or portions of the Tour Contract, with prior explanation thereof to the Traveler, even after the tour has commenced in the cases set forth below.
  - (1) When the Traveler is unfit to continue the tour due to illness, absence of a needed caregiver, or other reason.
  - (2) When the Traveler disturbs the orderly operation of collective activities during the tour or interferes with the safe and smooth operation of the tour: for example, disobeying the Agent's instructions given by a tour conductor or other representative of the Agent to ensure safe and smooth operation for the tour for the travelers, or committing, or threatening to commit, an act of violence toward a tour conductor, a representative of the Agent, or other tour participants.
  - (3) When the Agent has established that the Traveler meets any of the conditions stipulated in Item (5) through Item (7), Paragraph 1, Article 2.
  - (4) When continuation of the tour has become impossible due to a natural disaster, war, social unrest, cancellation or suspension of travel services by a transportation, accommodation, or other service provider, government or public authority orders, or other circumstances beyond the control or direct involvement of the Agent.
2. When the Agent cancels the Tour Contract after the tour has commenced, the contractual relationship between the Agent and the Traveler shall become void only for future events. In this case, the Agent's liabilities for the travel services already rendered to the Traveler shall be deemed as having been effectively discharged.
3. For the case stipulated in the previous Paragraph, the Agent shall reimburse the Traveler for the portion of the tour fare pertaining to the portion or portions of the travel services not yet rendered to the Traveler, after deducting cancellation charges, penalties, and other payments already made as well as amounts for expenses due to be paid.

## **Article 13    Tour Fare Reimbursements**

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1. When a sum is to be reimbursed to the Traveler, the Agent shall reimburse the amount within seven (7) days from the subsequent date of cancellation, if the refund has resulted from a cancellation made prior to the commencement of the tour, and within thirty (30) days from the subsequent date of tour completion stated in the Tour Contract document, if the refund has resulted from a reduction in the tour fare or a cancellation made after the commencement of the tour.
2. When a sum is to be reimbursed to the Traveler where a Communications Contract has been completed, the Agent shall reimburse the amount to the Traveler in accordance with the membership rules of the affiliated credit card company. In this case, the Agent shall notify the Traveler of the amount to be reimbursed within seven (7) days from the subsequent date of cancellation, if the refund has resulted from a cancellation made prior to the commencement of the

tour, and within thirty (30) days from the subsequent date of tour completion stated in the Tour Contract document, if the refund has resulted from a reduction in the tour fare or a cancellation made after the commencement of the tour. The date on which notification is made to the Traveler shall be deemed the Card Use Date.

3. The provisions of the two previous Paragraphs shall not prejudice the right of the Traveler or the Agent to claim compensation for damages.

## **Article 14 Return Travel Arrangements after Contract Cancellation**

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1. When the Agent has cancelled the Tour Contract after the commencement of the tour in accordance with the provisions of Items (1) through (4), Paragraph 1, Article 12, the Agent will, at the request of the Traveler, undertake the arrangement of necessary travel services for the Traveler's return to the tour's departure place. Such arrangements will be made on the condition that the Traveler shall bear all expenses incurred in traveling back to the departure place.

## **Article 15 Party / Group Contracts**

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1. The Agent shall apply the provisions of this Article when concluding a Tour Contract the application for which has been made by a responsible representative (hereinafter referred to as the "**Responsible Party to the Contract**") of a number of travelers who are participating in the same tour package together (Party / Group).
  - (1) Except when a special contract has been concluded, the Agent shall regard the Responsible Party to the Contract as having all proxy rights with respect to the conclusion of the Tour Contract for the travelers constituting the party/group, and the Agent shall conduct transactions connected to the travel services pertaining to the party/group with the Responsible Party to the Contract.
  - (2) The Responsible Party to the Contract shall submit to the Agent a list of travelers constituting the party/group by the date stipulated by the Agent.
  - (3) The Agent bears no responsibility whatsoever for any debt or obligation that the Responsible Party to the Contract currently has, or is expected to have in the future, to any member of the party/group.
  - (4) If the Responsible Party to the Contract will not participate in the tour, the Agent shall regard the member of the party/group who currently participates in the tour and who has been designated by the Responsible Party to the Contract in advance to be the Responsible Party to the Contract once the tour commences.

## **Article 16 Travel Itinerary Management**

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1. The Agent shall conduct the operations set forth below to ensure the safety of the Traveler and the smooth operation of the tour. This provision shall not apply however in the case that the Agent and the Traveler have concluded a special contract that is different from this contract.

- (1) When it is recognized that the Traveler is in danger of losing the opportunity to receive travel services during the tour, the Agent shall take the necessary measures to ensure the Traveler is able to receive the travel services rendered in accordance with the Tour Contract.
  - (2) In the event changes to the Tour Contract particulars become unavoidable notwithstanding the measures taken under the previous Item, the Agent shall make arrangements for alternative services. In such cases, the Agent shall endeavor to minimize the changes to the contract particulars. For example, when changes are made to the travel itinerary, the Agent shall endeavor to make the changed itinerary satisfy the objectives or intent of the original itinerary, and when changes are made to the particulars of the travel services, the Agent shall endeavor to make the changed travel services equivalent to the original travel services.
2. The Traveler shall comply with instructions given by the Agent to ensure safe and smooth operation of the tour from the commencement of the tour to its completion.
  3. When the Traveler's condition is recognized to require protection due to illness, injury, or other reason during the tour, the Agent shall take the necessary measures for the Traveler's protection. In this case, when the Traveler's condition is due to causes not attributable to the Agent, the Traveler shall bear the necessary expenses incurred for the measures and shall pay the expenses by the method and deadline stipulated by the Agent.

## **Article 17    Responsibility of the Agent**

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1. In the event the Agent or its arrangement representatives (other travel agencies or persons performing arrangements on behalf of the Agent either in Japan or outside of Japan) cause the Traveler to suffer damage or loss either intentionally or through negligence, the Agent shall be responsible for compensating the Traveler for the damage or loss, provided that the Agent is notified within two (2) years from the subsequent date of occurrence of the damage or loss.
2. In the event the Traveler suffers damage or loss due to a natural disaster, war, social unrest, cancellation or suspension of travel services by a transportation, accommodation, or other service provider, government or public authority orders, or other circumstances beyond the control or direct involvement of the Agent or its arrangement representatives, the Agent shall not be responsible for compensating for the damage or loss, except in the cases referred to in the previous Paragraph.
3. The Agent's liability for baggage damage or loss shall be limited to 150,000 yen per traveler (except in cases involving willful or gross negligence on the part of the Agent), provided that the Agent is notified within fourteen (14) days from the subsequent date of occurrence of the damage or loss.

## **Article 18    Responsibility of the Traveler**

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1. In the event the Agent suffers damage or loss caused by the Traveler by means of a willful, negligent, or illegal act, or an act that contravenes public order, the Agent shall seek compensation for the damage or loss from the Traveler.

## **Article 19 Special Compensation**

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1. Notwithstanding whether or not the Agent is liable in accordance with the provisions of Paragraph 1, Article 17, the Agent shall pay a sum as compensation or solatium in a prescribed amount for certain damages caused to the Traveler's life, person, or baggage during the Traveler's participation in the tour in accordance with the provisions stipulated in the Special Compensation Rules of the Agent's Travel Services Clause.
2. Of the damages prescribed in the previous Paragraph, if the Agent is liable in accordance with the provisions of Paragraph 1, Article 17, the compensation in the previous Paragraph payable by the Agent shall be regarded as reparations for the damages within the limit on reparations for damages payable by the Agent accruing from such liability.
3. For the cases stipulated in the previous Paragraph, the Agent's obligation to pay compensation in accordance with the provisions of Paragraph 1 shall be reduced by the amount equivalent to the reparations for damages (including compensation regarded as reparations for damages as stipulated in the previous Paragraph) payable by the Agent in accordance with the provisions of Paragraph 1, Article 17.
4. When the Agent collects a separate tour fare and executes a supplemental tour agreement for the Traveler participating in the Agent's tour, the supplemental tour agreement shall be treated as part of the particulars of the main Tour Contract.

## **Article 20 Travel Itinerary Booking Guarantee**

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1. When material changes to the contract particulars listed in the upper section of the table below occur (excluding changes set forth in the Items below (excluding changes caused by a shortage of seats, rooms, or other furnishings at or by a transportation, accommodation, or other service provider regardless of whether a transportation, accommodation, or other service provider provides the travel services)), the Agent shall pay compensation for the changes in a sum no less than the amount derived by multiplying the tour fare by the rate listed in the lower section of the table below, within thirty (30) days from the subsequent day of the completion of the tour. This provision shall not apply however if it is evident that the Agent is liable for the material change(s) in accordance with the provisions of Paragraph 1, Article 17.
  - (1) Changes caused by the following events:
    - a. Natural disaster
    - b. War
    - c. Social unrest
    - d. Government or public authority orders

- e. Cancellation or suspension of travel services by transportation, accommodation, or other service providers
  - f. Provision of transportation services not in the original operation plan
  - g. Necessary measures to ensure the physical safety or life of a participating traveler
- (2) Changes pertaining to a canceled portion or portions of the Tour Contract when the Tour Contract has been cancelled in accordance with the provisions of Article 10, Article 11, or Article 12.

2. The compensation for material changes payable by the Agent shall be limited to the amount derived by multiplying the tour fare by the rate set by the Agent which shall be no less than 15 percent and shall be calculated per Traveler per Tour Contract. When the payable compensation for material changes per Traveler per Tour Contract is less than ¥1,000, the Agent shall be exempt from payment of the compensation for material changes.
3. If it becomes evident that the Agent is liable for the material change(s) under the provisions of Paragraph 1, Article 17 after the Agent has made payment of compensation for material changes as stipulated in the provisions of Paragraph 1, the Traveler shall return to the Agent the compensation for material changes for the change(s) concerned. In this case, the Agent shall pay the remaining amount that offsets the compensation for material changes to be returned by the Traveler against the reparations for damages payable by the Agent in accordance with the provisions of the Paragraph 1, Article 17.

## Article 21 Unspecified Matters

When matters specified in this Tour Conditions Document differ from matters specified in the Agent's Travel Services Clause, the provisions in this document shall take precedence.

Change for Which Payment of Compensation for Material Changes is Required	Rate per Change [%]	
	Prior to Tour Commencement	After Tour Commencement
1. Change to the commencement date or completion date of the tour stated in the Tour Contract document	1.5	3.0
2. Change to the tourist attraction location (including restaurants) to be entered or to the tourist facilities or other travel destination stated in the Tour Contract document	1.0	2.0
3. Change to a lower priced grade of transportation or facility than stated in the Tour Contract document (limited to cases	1.0	2.0

where the total amount of grade or facility costs after all changes is lower than the grade and/or facility stated in the Tour Contract document)		
4. Change in the type or company name of a transportation provider stated in the Tour Contract document	1.0	2.0
5. Change to a different flight at the domestic airport which is the tour commencement location or at the domestic airport which is the tour completion location stated in the Tour Contract document	1.0	2.0
6. Change in the type or name of an accommodation provider stated in the Tour Contract document	1.0	2.0
7. Change in guest room category, furnishings, view, or other guest room conditions at an accommodation provider stated in the Tour Contract document	1.0	2.0
8. Of the changes listed in the previous Items, a change affecting a matter stated in the tour name or title on the Tour Contract document	2.5	5.0
Note 1	<p>“Prior to tour commencement” refers to the case when the Traveler was notified of the change in question no later than the day prior to the tour commencement date, and “After tour commencement” refers to the case when the Traveler was notified of the change in question on or after the tour commencement date.</p>	
Note 2	<p>When a Confirmation Document has been issued, “Tour Contract document” shall be read as “Confirmation Document” in this table, and this table shall apply to the Confirmation Document. In this case, each change that occurs either between the particulars stated in the Tour Contract document and the particulars stated in the Confirmation Document or between the particulars stated</p>	

	in the Confirmation Document and the particulars of the actual rendered travel services shall be treated as one change for the purposes of calculating the rate as specified in this table.
Note 3	When a change to a transportation provider specified in Item (3) and Item (4) involves the use of accommodation facilities, each night spent at the accommodation facilities shall be treated as one change.
Note 4	When the change in company name of a transportation provider specified in Item 4 results in a change to a higher grade or facility than stated in the Tour Contract document, the provision shall not apply.
Note 5	When multiple changes specified in Item (4), Item (6), or Item (7) occur that apply to one boarding or to one night's stay, the changes shall be treated as only one change per boarding or night's stay.
Note 6	When a change specified in Item (8) occurs, the applied rate shall be the rate given under Item (8) and not the rate given in Items (1) through (7).

## **Article 22    Tour Conducting Services**

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1. No tour conductors will accompany the tour. The Traveler shall perform on his or her own the necessary procedures, such as the presentation of coupons, to receive the provision of travel services. However, in the case that a tour conductor or conductors accompany certain group tour packages, this will be stated explicitly on the tour package pamphlet.

## **Article 23    Minimum Number of Tour Participants**

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1. The minimum number of tour participants will be stated explicitly on the tour package pamphlet, as the number varies between tour packages.

## **Article 24    Handling of Personal Information**

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1. The Agent uses personal information of the Traveler entered on application forms submitted when applying for a Tour Contract in accordance with the Seibu Railway Co., Ltd. Privacy Policy (<https://www.seiburailway.jp/privacy/>) for communications with the Traveler and, to the extent necessary, for the arrangement and receipt of services provided by transportation and accommodation providers during the tour.

2. In addition to the provisions in the previous Paragraph, the Agent may use personal information of the Traveler to: (1) provide information on products and services offered by the Agent; (2) request opinions or participation in surveys; and (3) compile statistical data.

## Article 25 Other Particulars

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1. Be sure to bring with you your travel membership card, passenger tickets, and travel instruction documents on the day of departure.
2. Each tour package has a stipulated assembly and departure time. Be sure to arrive in advance of the assembly and departure time for your tour package. You may not be able to participate in the tour in the event you arrive after the assembly and departure time.
3. Please bring your health insurance card on the tour in case of emergency.
4. Record date of the Tour Conditions: April 1, 2020 shall be the record date of these Tour Conditions.

## Recommendation to take out domestic travel accident insurance

The Traveler is recommended to take out personal travel accident insurance to enjoy peace of mind on the tour.

## Tour Planning and Operation

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Seibu Railway Co., Ltd.

Class 2 Travel Agency No. 1184 registered with the Saitama Prefectural Governor

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