

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 law.

### **1.Contract for Agent-Organized Tours**

1. Responsibility rests with the company operating Agent-Organized Tours(hereinafter referred to as GMT)whose name in full appears below and in its tour pamphlets. Clients joining such tours shall conclude an Agent-Organized Tour Contract (hereinafter referred to as the Travel Contract) with GMT.

JTB Global Marketing & Travel Inc. (GMT)

Address 2-3-11 Higashi-shinagawa, Shinagawa-ku, Tokyo 140-8604

Ministry of Land, Infrastructure and Transport Registered Travel Agency No.1723

2. GMT shall provide tour arrangements and itinerary management so that the client receives tour services including transport/accommodations(hereinafter referred to as "tour services") provided by transportation/accommodation operators during the tour itinerary set by GMT.
3. The content and conditions of the contract shall conform to those specified for each tour itinerary, conditions as specified hereunder, the final itinerary handed to clients before departure(hereinafter referred to as the "Final Tour Itinerary"), and Agent-Organized Tours as described in GMT's general terms and conditions as based on the Travel Agency Law(hereinafter referred to as "General Terms and Conditions of Agent Organized Tours").

### **2. Application for Agent-Organized Tour Contracts and their Conclusion**

1. The client shall provide on the GMT application form information as required by GMT and submit the form together with the necessary reservation deposit. Said deposit shall be applied to the tour fare, cancellation charges or penalties.
2. GMT may accept applications for travel contracts by telephone, mail, facsimile and other means of communication. In such cases, the client shall submit the application form and reservation deposit to GMT within 3 days counting from the day when acceptance of application is confirmed. If the client fails to supply the required application form and deposit within 3 days, the reservation shall be voided.
3. The Travel Contract shall become valid upon GMT's consent to the conclusion of the contract and receipt of the reservation deposit. If tour arrangements are made by phone, the Tour Contract shall become valid upon GMT's acceptance of the tour deposit as specified in the Article 2. When clients request tour arrangements by mail, facsimile or other communication methods, the tour contract shall become valid upon payment of the Tour Deposit and GMT's notification of acceptance of the tour contract. The contract for any tour request by any communication including telephone, mail, facsimile or other shall become valid as specified in Article 23(1).
4. When applying for group tour arrangements(more than 2 people), the tour contract including conclusion and cancellation of the contract shall be exchanged between GMT and the group representative.
5. Deposit(per person)  
The reservation deposit shall be 10 percent of the tour fare.
6. The client shall notify GMT when submitting application if requiring special consideration during the tour period, GMT shall comply with such requests when feasible.

### **3. Special Conditions of Tour Application**

1. A client under 20 years of age and traveling alone during the tour period shall provide GMT with written consent of his/her guardian. Clients under 15 years of age must be accompanied by a parent or guardian.

2. GMT may refuse an application if any one of the client's age, qualifications, skills or other conditions do not conform to those designated for tours aimed at specific customer categories or purposes.
3. Clients who require special attention from GMT during the tour for reason of chronic disease, general ill-health, pregnancy or physical handicap, shall advise GMT of this when applying for the tour. GMT shall comply with such requests to the extent deemed feasible and reasonable. In such cases, GMT may require clients to present a medical certificate. GMT may refuse a client's application if conditions at travel destinations and facilities are such that safe, smooth tour operation cannot be guaranteed, or require the client to be accompanied by an escort. Notification concerning acceptance or rejection of client participation in the tour shall be made by GMT within one week after the application is submitted.
4. If GMT determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during the tour, GMT shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
5. Independent activities for reasons of the client's own choosing shall not be arranged by GMT during the tour. However, GMT may, depending on the tour course, arrange such activities under separate conditions.
6. GMT may refuse client participation if it determines that he or she threatens to embarrass, inconvenience or interfere with the collective activities of tour participants.
7. GMT may also refuse client participation for the tour operational reasons.

#### **4. Contract Document and Final Tour Itinerary**

1. After the client has entered into a Tour Contract with GMT as stipulated in Articles 2 & 3 above, the brochures and the tour conditions listed herein shall be included in the Travel Contract.
2. Unless specified in the Travel Contract, GMT shall immediately submit a written tour contract stating tour itinerary, details of the services, other tour conditions and GMT responsibility to the clients, not later than one day prior to tour departure date. Irrespective of the above, when application for the Agent-Organized Tour is made on or after 7 days prior to the eve of tour departure, the Final Tour Itinerary shall be presented to the client by the departure date.
3. The scope of travel services for which GMT is liable in arranging and administering the itinerary shall be specified in the Travel Contract as stated in Paragraph 1. hereinabove and in the Final Tour Itinerary as stipulated in Paragraph 2. hereinabove.

#### **5. Payment of Tour Fare**

The Tour Fare shall be paid no later than the 21st day prior to the eve of the departure date. When application is made on or after the 20th day prior to the eve of the day the tour starts, the tour fare shall be paid before departure by a date designated by GMT. Even when the client and GMT do not enter into the correspondence contract stipulated in Clause 23, if the client is the member of GMT affiliated credit company and consents to pay for the itinerary by credit card, GMT shall charge the client's credit card for tour fares (inclusive of tour deposits and additional charges), any cancellation charge or non-fulfillment fee stipulated in Clause 13, and additional charges and handling fees stipulated in Clause 9 even without a signature. In the absence of any request from the client, the card will be charged on the date the client accepts the itinerary.

#### **6. Amount of Tour Fare**

1. Clients 12 years of age or more shall be charged adult fare and those aged 6 to 11 shall be charged child fare unless otherwise specified. However, when a tour includes air travel, persons aged 3 to 5 will be charged child fare. One child five years of age or less can join the

tour in the company of an adult, but will receive no services such as meals or bed. If more than one child, one child fare will be charged for each additional child five years of age or less. This does not apply to tours for which infant fares are quoted.

2. The fare is indicated for each tour course. Clients are asked to confirm the fare according to the departure date and the number of participants.
3. The Tour Fare shall be the basis for calculating the cancellation charge(Clause 13-1), non-fulfillment fee(Clause 13-3)and any fees for changes(Clause 22). The " Tour Fare" " on the advertisements or pamphlets will be calculated as follows : " " tour fare"(+) "additional fare"(-)"reduction fare.

## 7. Included in the Tour Fare

The following may eventually include items unrelated to the tours you choose. Please note that the items included in the tour fare are only those as specified in the itinerary.

In principle, GMT will not make refunds for the below fare even if clients choose not to use the relevant services.

Hotel Rooms	Rooms with private bath on a two-room basis at the hotels specified in each itinerary. A client traveling alone is requested to book a single room occupancy by choice or circumstances, extra charges will be required as shown in the respective column in each itinerary. Triple room may be provided as a twin room with one extra bed added. Japanese or Japanese-Western style rooms with private bath at ryokan(Japanese inns). Japanese-style rooms with communal bath at Shukubo at Koyasan.
Meals	Only the meals specified in each itinerary.
Railways (JR Shinkansen)	Some tours have multi sub types of A/B/C/D/R/K, some of which are operated by Tourist class and others by First class(Green Car)
Other Railways	When operated by subway or local trains, no reserved seats are provided.
Sightseeing & Excursions	By sedan, van, taxi, motorcoach and/or sightseeing boat on a seat-sharing basis, plus administration fees to temples, shrines, museums, etc mentioned in each itinerary. A minibus, sedan or taxi may be used when the total number of participants is small. Seat-sharing sightseeing tours for Japanese tourists are used for some tours.
Transfers	By motorcoach on a seat-sharing basis. A sedan, van or taxi may be used when the total number of participants is small.
Baggage	The transfer and handling of one piece of normal sized baggage (up to 50cm X 60cm X 120cm) per person, including redcap fees, where specified in the itinerary. However, at certain times and places this service is not included owing to limited baggage capacity on trains and/or ships and the unavailability of porters at stations, hotels and/or airports.
Guide Services	An English-speaking guide for sightseeing and excursions will be provided. For long transfers involving Shinkansen or other trains, except in cases specified in each itinerary, a conductor or guide will not accompany the tour. An English-speaking assistant will be provided for pick-up and meeting services.
Gratuities	Gratuities to hotel servants, porters and chauffeurs.
Tax	The Consumption Tax.

Airlines	Economy-class seats for tours including domestic flights.
Note	In principle, GMT will not make refunds for the above fare even if clients choose not to use the relevant services.

## 8. Not Included in the Tour Fare

Charges and expenses other than those specified in the preceding article7, such as :

1. Laundry, telephone, additional meals and drinks, and any other expenses of personal nature.
2. International and domestic air fares.
3. Airport departure taxes.
4. Excess baggage. (piece concept: 3) Heavy baggage. (weight limits: 15kg per piece)
5. Guide and assistance services for tours noted as "Free Plan".
6. Medical expenses for injuries and illness.
7. Traveling and accommodation costs between arrival/departure and the start and end points of the itinerary.

## 9. Additional Fares

The additional fares specified in Clause 7 include following charges: (Items explicitly stated in the "Tour Fare" are excluded)

1. Additional charges for "Upgrade Plans" " for upgraded hotels or class of room.
2. Additional charges for changing from a " Plan Without meals" to a "Plan With Meals"
3. Additional charges for "Hotel Extension Plan" " to extend the staying period
4. Surcharges for upgrading airline classes
5. Other additional charges as specified in pamphlets and other material.

## 10. Revision of Contents of Travel Services

GMT may, after conclusion of the Travel Contract, cancel the tour or revise its contents and services for any of the following reasons : natural calamity or disaster, weather conditions, civil unrest, suspension of services rendered by transport/accommodation facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond GMT control. GMT reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, GMT must explain in a timely manner its inability to function according to the Travel Contract under the circumstances. However, said explanation may be made after revisions are made when conditions demand.

## 11. Change of Tour Fare

1. GMT may revise its schedule of fees in accordance with increases or reductions of transport fares and/or charges for Agent-Organized Tour owing to unusual or unforeseen economic developments. In such cases, GMT shall notify the client no later than the 16th day prior to the eve of departure.
2. GMT may, when tour operational costs have risen owing to factors as stipulated in Article 10 above, revise the tour fare accordingly, except when substitutions are required because of a shortage of such facilities, as transport seats, hotel rooms, etc.
3. In the event travel costs decrease, GMT shall reduce the tour fare accordingly.
4. If GMT specifies that tour fares are dependent on the number of participants and there is a change in the number of the participants due

to reasons beyond GMT's responsibility, GMT shall change the tour fare within the allowable range specified in the tour contract.

## **12. Change of Tour Participants**

1. A client who has entered into a Travel Contract may, with GMT consent, transfer the status in the contract to a third party. In this case, the clients shall enter the required information in the form provided by GMT and submit it together with the specified handling fee.
2. The transfer of status in the contract to a third party as stipulated in Item 1. of this Article shall become valid by the consent of GMT.
3. GMT may reject a change in the name of travellers if transportation or accommodation operator does not accept the change or for any other reason.

## **13. Cancellation of Travel Contract by the Client**

1. The client is at all times entitled to cancel the Travel Contract, but must pay GMT a cancellation charge as stipulated in Article 15 below.
2. If the client changes the departure day or any transportation/accommodations for his or her convenience, GMT shall consider it the cancellation of the entire tour and the specified cancellation charges will be levied on the client.
3. GMT shall accept the cancellation requests during the office hours of the office where the client originally requested the tour.
4. In any of the following cases, the client may cancel the Travel Contract without paying a cancellation charge.
  - a) When the contents of the Travel Contract have been substantially revised. However, changes shall be limited to the cases listed in the left side of the table in Article 22 and other important circumstances.
  - b) When the tour fare is increased in accordance with the provisions of Article 11-1.
  - c) In cases where natural calamity or disaster, weather conditions, civil unrest, suspension of services related to transportation, accommodation and other facilities, governmental orders, or other causes make safe, smooth tour operation impossible, or when there is a valid reason to believe the tour cannot continue.
  - d) When GMT has not delivered the Final Tour Itinerary to the client by the prescribed date.
  - e) When tour operation becomes impossible owing to factors for which GMT is liable.
5. GMT shall refund the remaining amount of the received tour fare(deposit) after deducting cancellation charges. If the tour deposit is not enough to cover the cancellation charge, GMT shall charge the difference separately. When the tour contract is cancelled due to the reasons specified in Article 13-4, GMT shall make the full refund of the received tour fare(deposit).

## **14. Cancellation of Travel Contracts and Tour Operation by GMT**

1. If the client has not paid the tour fare by the prescribed date, GMT may cancel the Travel Contract. In such cases, the clients shall pay GMT the applicable cancellation charge.
2. In any of the following cases, GMT may cancel the Travel Contract.
  - a) When it becomes evident that the client does not satisfy the sex, age, qualification, skill or other requirements specified by GMT for participation in the tour.
  - b) When the client is recognized as unfit to join the tour owing to illness or for other

reasons.

- c) When there is evidence that the client threatens to cause other participants embarrassment or inconvenience, or might otherwise interfere with the smooth performance of the collective activities of the tour.
- d) When the minimum number of participants as stipulated by GMT in the Travel Contract has not been met. In such cases, GMT shall notify the client of tour cancellation no later than 20th day(4th day for a one-day tour)prior to the eve of departure.
- e) When the necessary conditions as clearly stated at the conclusion of the Travel Contract cannot materialize, such as insufficient snowfall for ski tours, 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, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., governmental orders, or other circumstances beyond GMT control, and when safe, and smooth tour operation according to the itinerary specified in the Travel Contract has become impossible, or there is a valid reason to believe that the tour cannot continue.
- g) When the client demands things that are beyond the reasonable scope of the details in the contract.
- h) Even after the correspondence contract has been concluded, if GMT cannot receive the amount specified for the tour fare due to invalidity of the client's credit card or in accordance with the credit company's agreement.

3.

- 4. When GMT cancels the Travel Contract in accordance with Paragraph 1. hereinabove, it shall refund payment after deducting the specified penalties from said payment or from the deposit received from the client. When GMT cancels a tour in conformity with Paragraph 2. hereinabove, it shall return the full amount of the tour fare(or deposit)received from the client.

## 15. Cancellation Charge

- 1. 1. If a client cancels the Travel Contract for personal reasons, the following cancellation rates will apply to the tour fare. Clients remaining in the tour will incur the balance of additional per room costs associated with the change in number of participants. The following applies to cancellations of the tour spaces:

Tours include accommodations.

(except Mt. Fuji-Hakone 2 days, Sunrise Holiday, Sunrise Highlight, Sunrise Express, Active Plan, Takayama Holiday, Takayama Express, Shirakawago, Kisoji & Takayama, Takayama & Kanazawa, and noted as "Shinkansen Tour " or "Japan Package".

Cancellation charge for these tours, See following "other tours".)

Time of cancellation	Cancellation Charge
(1) If notice of cancellation is received by GMT 21 or more days prior to the starting date of the tour	No Charge
(2) If notice of cancellation is received by GMT 20 days to 8 days prior to the starting date of the tour	20% of the tour fare

(3) If notice of cancellation is received by GMT 7 days to 2 days prior to the starting date of the tour	30% of the tour fare
(4) If notice of cancellation is received by GMT 1 day prior to the starting date of the tour	40% of the tour fare
(5) If notice of cancellation is received by GMT prior to the starting time of the tour.	50% of the tour fare
(6) If notice of cancellation is received by GMT after day of departure, or In case of failure to show without notice	100% of the tour fare

2.

Transfer plan	
Time of cancellation	Cancellation Charge
(1) If notice of cancellation is received by GMT 8days or more days prior to the check-in date	No Charge
(2) If notice of cancellation is received by GMT 7 days to 2 days prior to the check-in date	10% of one night's room charge or tour fare
(3) If notice of cancellation is received by GMT 1 day prior to the check-in date	40% of one night's room charge or tour fare
(4) If notice of cancellation is received by GMT on the date of check-in date or No-Show	100% of one night's room charge or tour fare

3.

Other Tours(Tours NOT include accommodations)	
Time of cancellation	Cancellation Charge
(1) If notice of cancellation is received by GMT 8days or more days prior to the starting date of the tour	No Charge
(2) If notice of cancellation is received by GMT 7 days to 2 days prior to the starting date of the tour	30% of the tour fare
(3) If notice of cancellation is received by GMT 1 day prior to the starting date of the tour	40% of the tour fare
(4) If notice of cancellation is received by GMT prior to the starting time of the tour	50% of the tour fare
(5) If notice of cancellation is received by GMT after day of departure, or in case of failure to show without notice	100% of the tour fare

4. In case of cancellation in booking via travel loan beyond GMT responsibility, the above cancellation charges will apply.

5. If a client fails to pay the tour fare by the designated date, GMT will assume the client has canceled as of the following day, and the cancellation charges specified above will apply.

## 16. Cancellation After Departure

1. Cancellation by client

- 1) When the client leaves the tour group for personal reasons, GMT will consider it a forfeiture of contracted rights and claims to any refund.
- 2) If certain services cannot be provided as promised in the Travel Contract for reasons beyond client responsibility, relevant portions of the contract may be canceled, with an appropriate refund deducted from the total tour fare.

## 2. Cancellation by GMT

1) GMT may cancel the Travel Contract for tours after the departure date in the following cases:

- a) When the client is unable to continue the tour owing to illness or other factors.
- b) When the client seem to disturb the order of collective activities of tour participants by negligence of instruction from tour conductor or violent deeds or menace towards these people or those accompanying them, which otherwise Jeopardizes safety, smooth tour operation.
- c) When the tour cannot continue owing to natural disaster, weather conditions, civil unrest, labor disputes, suspension of services by transportation or accommodation facilities, governmental orders, or other causes beyond GMT control.

2) Effect of cancellation and refund:

If GMT cancels the Travel Contract in accordance with the Provision 2-1)hereinabove, travel services rendered to the client shall be deemed as having been completed, and a refund from the tour fare shall be paid for services not yet rendered. In cases where travel services are not rendered owing to tour cessation, or services for which GMT has paid,(or will pay)expenses, cancellation charge, penalty, or etc., GMT will refund only the balance thereof.

3) When GMT cancels the Travel Contract for tours in accordance with the Provision 2.

2)-a)and c)hereinabove, GMT shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

3.

## 17. Refund of Travel Costs

1. Should GMT incur any liability to make a refund to a client in case such as the tour fare reduction in accordance with Article 11, and if either the client or GMT has canceled the Travel Contract in accordance with Articles 13 through 16, GMT shall make said refund within the 7th day from the next day of cancellation, when effecting refund before tour departure, and within 30 days counting from the day after the tour ends, as stipulated in the contract in case of reduction or cancellation after tour departure. However, should there be any expenses as cancellation charges, penalties, etc. which GMT has already paid or will have to pay for services not provided because of tour cancellation, said expenses shall be borne by the client.
2. The client shall be required to request a refund at the sales office where the client bought the tour within one month of the planned tour departure day.

3. The client shall be required to return all tour coupons when requesting a refund for said tour coupons. Otherwise, GMT may not be able to make any refund.

## 18. Itinerary Management

1. GMT shall make efforts to ensure the client's safe and smooth traveling and shall not provide the services listed below for the client, except when GMT and the client have concluded the special contract to provide such services.
  - (1) When GMT confirms that the client may be not able to receive the specified tour services during the tour, GMT shall take all necessary measures to ensure that the client will receive tour service as specified in the Travel Contract.
  - (2) When GMT must change details of the contract even after taking measures for unforeseen changes as specified in(1), GMT shall arrange alternative services. GMT shall make every effort to create a revised tour itinerary to serve the purpose of the original one.
- 2.
3. Tour conductors shall be licensed as authorized by the Guide Business Act and generally referred to in the contract as an "English-speaking guide."
4. Tour itineraries which specify "to be escorted by English-speaking guide" will provide such accompaniment as a general rule. The English-speaking guide shall ensure the safety of clients and smooth operation of the tour as stipulated in the Travel Contract. Clients shall obey the instructions of the English-speaking guide so that the tour can unfold safely and smoothly. Hours during which the English-speaking guide renders services shall, in principle, be from 08:00 to 20:00. In certain tour itineraries, from departure to completion, an English-speaking guide shall be provided only at sightseeing destinations.
5. An English-speaking guide shall not accompany clients on individual-type tours. Clients joining such tours will be responsible for procuring the desired services after being provided with travel coupons and/or tickets by GMT.
6. In cases where travel services must be altered owing to inclement weather or other conditions during unaccompanied portions of tour, clients shall be responsible for arranging the required services on their own behalf.

## 19. Liability of GMT and Exemptions

1. In performing its obligations under the terms of its Tour Contract, should GMT cause damage to the client through willful negligence or fault, GMT shall be liable for such damages. However, this only applies if the damage report is made within 2 years reckoned from the day following the occurrence of the damage.
2. GMT shall compensate for damage to baggage as stated above, provided that said damage is reported within 14 days counting from the day after the occurrence, up to a maximum of 150,000 yen per person. Not applicable when damage is caused intentionally by GMT or through serious negligence.
3. GMT shall not be liable for damages incurred by clients as stipulated in Provision 1. hereinabove if any of the following reasons apply :
  - a) Natural disaster, war, civil unrest, and alteration or cancellation of tour itinerary due to such causes.
  - b) Accidents during transportation or accommodations, damage by fire.
  - c) Cessation of services related to transportation or accommodation facilities, and tour itinerary alteration or cancellation owing to such causes.
  - d) Orders of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and tour itinerary alteration or cancellation owing to such causes.

e) Accidents occurring during the client's free activities.

f) Food poisoning.

g) Theft.

h) Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and/or shortened stays at destinations owing to such causes.

4.

## **20. Special Indemnifications**

1. In accordance with the GMT Organized Tour Contract, GMT shall pay compensation, or provide condolence money to the client in the event of death or significant bodily harm and/or pay compensation money for damage to baggage, which is either coincidental with or due to extenuating circumstances encountered during the Organized Tour, regardless of GMT's responsibility as stipulated in 1. of Article 19.
2. GMT shall not pay compensation or provide condolence money as stipulated in 1. of this Article when damages result from the client's willful negligence, driving while intoxicated and/or illness. The same restriction applies should the client engage in such dangerous sports and activities as skydiving, luge, bobsledding, hang-gliding(motor-driven or otherwise), giro-planing, mountain climbing(using such specialized tools as picks), go-carting, snow-mobile, and others not included in the Organized Tour and engaged in during a client's free time.
3. Except for articles listed as exempted from GMT responsibility as specified in GMT terms and conditions, the following items are also exempted from GMT responsibility. Jewelry/precious metals(excluding those used for practical every day use such as wrist watches and glasses), personal computers/word processors and accessories, data and similar items, drivers licenses, visas, deposit receipts(including bankbooks and bank cards)and similar articles, and equipment for windsurfing, scuba diving, surfing or similar sports.
4. In case GMT incurs both the duty to pay compensation as stipulated in 1. of this Article and to indemnify client for damages in accordance with Article 19, both shall be regarded as "already executed" within their amount limits when any one of the above duties is satisfied.

## **21. Liability of Client**

GMT shall require the client to indemnify GMT for losses sustained owing to a client's willful negligence, fault, conduct against public order and good manners, or breach of provisions in the GMT Organized Tour Contract.

1. The client is required to make every effort to utilize information acquired from GMT and to understand the details of his/her rights/responsibilities as well as the details of tour conditions.
2. After the start of the tour, if a client should find that the tour service provided is different from that specified in the tour contract, the client is required to report the discrepancy to GMT or Arrangement Agents for GMT or Tour Service Providers immediately.

## **22. Itinerary Booking Guarantee**

1. Should major changes occur in Travel Contract contents as stated in the lefthand column of the following table(except for changes mentioned in the 1)through 3)below, GMT shall calculate the change compensation money by multiplying tour fares by the rate

indicated in the righthand column of the table, and make refund to the client within 30 days counting from the day after the tour ends. However, if it is evident that liability as set forth in 1. of Article 19 occurs owing to said changes, GMT shall pay the amount not as compensation for changes but as either a portion or total amount of indemnification for damages.

1) GMT shall not pay compensation for changes when they occur for the following reasons(however, compensation shall be paid in the event of shortage, even when services are provided, such as for seats, rooms and other facilities)

- (a) Bad weather and natural disasters which hinder the tour itinerary.
- (b) War.
- (c) Civil unrest.
- (d) Governmental orders.
- (e) Suspension of services involving transportation, accommodations, etc., such as cancellation, interruption, cessation, etc.
- (f) Provision of transport services different from the original schedule, owing to delays or changes in operation schedules.
- (g) Necessary measures to prevent tour participant death or bodily harm.

2) Should cancellation in the Tour Contract be made in accordance with Articles 13 through 16, and should changes occur in such canceled portions, GMT shall not pay compensation.

3) Even if major changes occur in Tour Contract contents, as stated in the lefthand column of the following table, GMT shall not pay compensation if they are changes in the Final Tour Itinerary, and the changes are within the scope of services stated in tour brochures.

- 2. Regardless of Item 1. hereinabove, the maximum amount of compensation for changes paid by GMT under one organized Tour Contract shall be the tour fare multiplied by 15%. This money will not be paid, however, if the total amount is less than 1,000 yen.
- 3. When the situation warrants, GMT shall indemnify the client by offering economic benefits equivalent to compensation money, or damage indemnification instead of cash payment, if the client so agrees.
- 4. If, after GMT has compensated for changes made in accordance with Provision 1. hereinabove, it becomes evident that GMT is responsible for the changes as stated in Article 19, Provision 1., GMT shall pay the client for the damages mentioned in Article 19 after deducting the sum already paid under the terms of Provision 1. hereinabove.
- 5. GMT shall not provide compensation when the order in which tour services are provided change from those originally stipulated when all services are provided during the tour.

CHANGES FOR WHICH GMT SHALL PAY COMPENSATION	Amount of compensation for changes - Tour fare times the following percentage per incident	
	If the client is notified by the day prior to start of tour	If the client is notified after start of tour
(1) Change in tour departure or termination date specified in tour brochures:	1.5%	3.0%
(2) Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in tour brochures	1.0%	2.0%
(3) Changes in grade or equipment of transport facilities as stated in tour brochures to those of lower cost (only when the total price after change becomes	1.0%	2.0%

less than stated in the Tour Contract.):		
(4) Changes in transport vehicles or of the company operating them as stated in Tour brochures	1.0%	2.0%
(5) Change in accommodation facilities or the name of the company operating them as stated in tour brochures:	1.0%	2.0%
(6) Change in type of rooms at hotels, etc., their facilities, or view as stated in tour brochures	1.0%	2.0%
(7) Regarding changes in items (1) through (6), above as relating to the tour title in brochures, these rates shall apply instead of those for the above items	2.5%	5.0%

Note: 1: "One Incident" represents one train ride, one automobile ride or one ship ride in case of transportation; one overnight stay in case of accommodations; and one change in each of the applicable items involving other services. 2: If multiple changes as stated in (4) to (6) above occur during one train, automobile or ship ride, or one overnight stay, they will be regarded as a single alteration. 3: Only one rate shall apply for changes as stated in (7) as above.

### 23. Correspondence Contract

When we receive an application from a credit cardholder (hereinafter referred to as a "member") of a credit company we deal with, based on the conditions of "receiving payment of travel charges, cancellation fees, etc., without the signature of the member" (hereinafter referred to as a correspondence contract), the travel conditions are different from the ordinary travel conditions in the following points: (Some travel agencies may not be able to handle this type of application. The types of cards that are handled vary among travel agencies.)

1. A contract shall be based on "travel business-related stipulations that are used for conclusion of a travel contract by Correspondence means contract."
2. A contract shall be concluded at the time when we consent in the case of application by telephone, and when we issue a notification of our consent in the case of other communications means. At the time of application, information of the "member number, card expiration date," etc., shall be provided.
3. A "card usage date" shall be the day of payment or repayment of travel charge, etc. The card usage date for travel charges shall be the "date when a contract is concluded." The card usage date for cancellations fees shall be "the day cancellation of a contract is requested (when a request for cancellation is made on or after the card usage date for travel charges, repayment shall be made within seven days from the day after the request.)"
4. When payment cannot be made using the credit card a member applies with due to a credit reason, etc., we shall cancel the Correspondence Contract, and be entitled to the same amount as the cancellation fees mentioned in the above, as payment for damage caused by a breach of contract. However, this shall not apply if travel charges are paid in cash by a date we designate separately.

### 24. Privacy Policies

Guidelines for Protection of Private Information by JTB Global Marketing & Travel Inc. As a member of the JTB group, we have established our corporate credo of helping to create a peaceful and richly satisfying society by bringing together people of different regions and nations.

Based on this credo, our guiding principle as a DMC for Japan and Asia is to increase our corporate value through constant reform of our operations and providing the best corporate MICE, SIT, and package tour products, services, and solutions designed for overseas clients by applying know-how cultivated over years of experience as well as constantly striving to provide the ultimate in customer satisfaction. At the same time, we are committed to open and fair corporate activities and treat the confidence placed in us by our customers, business partners, and society with the highest level of importance.

For the actualization of such credo and philosophy, we think that it is an indispensable requirement to securely protect personal information of all the people that are related to us, including our customers. Therefore, we will take the following measures.

We will prepare the compliance program on protection of personal information that conforms to the JISQ15001 standard, and all our directors and employees will strictly observe it. We will collect, use, provide, and handle personal information in accordance with the above compliance program. We will legally and fairly collect such information within the range necessary to our business for use and provision within the aimed scope. We will take organizationally and technologically reasonable measures to prevent and correct loss, destruction, falsification, leakage, and other risks of all the personal information handled in our company, as well as illegal access to it.

We will create a system that provides appropriate and timely responses to complaints or questions regarding the use of personal information. We will observe laws and ordinances on protection of personal information, guidelines, social norms, and public order and morals. We will constantly improve the compliance program and the personal information protection system through regular auditing and checking.

## **25. Standard of Tour Conditions and Fares**

All the tour fares are effective from January 1, 2007 to December 31, 2007 unless otherwise specified in the tour description.

## **26. Others**

1. The client shall pay the expenses incurred when he or she asks for the personal accompaniment of a tour conductor for such purposes as guiding shopping, etc., costs arising from client injury or illness, the return of lost baggage or articles left behind owing to personal negligence, as well as changes incurred by independent activity.
2. The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by GMT or its local tour operators.
3. Other matters are subject to the GMT Travel Contract, including related tour documents presented separately.