

## Travel Contracts for Agent-Organized Tour

This travel is prepared and operated by Blue Tourism Hokkaido CO.,LTD (hereinafter referred to as "the Company"). A participant of this travel is obliged to conclude the Agent-Organized Tour Contract (hereinafter referred to as "the Contract") with the Company. The contents and conditions of the Contract will be subject to the provisions in this travel brochure, the final itinerary handed to participants before departure (hereinafter referred to as the "Final Tour Itinerary"), and the Company's Terms and Conditions of Travel Contracts for Agent-Organized Tour Contract.

### 1. Application of Agent-Organized Tour Contracts

- (1) The participant shall provide information on an application form as required by the Company and submit the form together with the necessary reservation deposit. Paid deposit will be applied to a part of or full of the tour fare, cancellation charges or penalties.

Travel Fare	Deposit per Person
Less than JPY30,000	JPY6,000 or More
Less than JPY60,000	JPY12,000 or More
Less than JPY100,000	JPY20,000 or More
JPY100,000 or More	20% or More of Travel Fare

The Tour Fare shall be paid no later than the 14th day prior to the departure date.
- (2) A participant 12 years or more of age at the tour period shall pay Adult travel fare. A participant 3 years or more and under 12 years of age shall pay Child travel fare.
- (3) In case the Company may accept applications for travel contracts by telephone, mail and other means of communication, the participant shall submit the application form and pay deposit to the Company within 3 days counting from the day when the company confirmed acceptance of application.
- (4) The Travel Contract will become valid upon the Company's consent to the conclusion of the contract and receipt of the deposit.

### 2. Included in the Tour Fare

- (1) The following may include items to the tours you choose: Transportation Fee such as air, ship, train and bus and others stated on the brochure (except fees to meeting point during the free time and those after the tour dissolved), Sightseeing & Excursions, Hotel Rooms, Meals, and other Fees during tour group activities (except the free time).
- (2) The Consumption Tax (8% as of 2016-December) shall be applied on items in Article 2-(1). The Company will not make refunds for items in (1) and (2) even if participants choose not to use the relevant services.

### 3. Additional Fares

The additional fares are obliged to the following arrangements: a) Additional charges for upgraded hotels or class of room, b) Additional charges to extend the staying period, c) Surcharges and Additional Charges to upgrade airline, ship and train classes.

### 4. Cancellation Charge of Travel Contract by the Participant

- (1) If a participant cancels the Travel Contract for personal reasons after the conclusion, the following cancellation charges will apply to the tour fare. The change in course and date may be accepted by the Company for free of charge made by no later than the 21st day prior to the departure date. After the 21st day prior to the departure date, the cancellation fee shall apply as the follows.

Cancellation Charge	
20 to 8 Days Prior to the Eve of the Departure Date	20% of the Tour Fare
7 to 2 Days Prior to the Eve of the Departure Date	30%
One Day Prior to the Departure Date	40%
The Day of the Departure	50%
Failure to Show without Notice or Cancellation after the Departure	100%
- (2) If a participant who falls under Article 10 may cancel the tour contract without any charge.
- (3) The total amount of the Tour Fare and additional fees in Article 3 will be subject to calculate the Cancellation charges.
- (4) In case of cancellation in booking via travel loan beyond the Company's control, the above cancellation charges will apply.
- (5) If a participant fails to pay the tour fare by the designated date, the Company will assume the participant has canceled as of the following day, and the cancellation charges specified in Article 4-(3) will apply.

### 5. Cancellation of Travel Contract by the Company (Except Departure-guaranteed Tour)

- (1) When the minimum number of participants as stipulated by the Company in the Travel Contract has not been met, the Company will notify the participants of tour cancellation no later than the 14th day (4th day for a one-day tour) prior to the eve of the departure day of the tour.
- (2) According to the number of participants, the Company may operate a medium size bus, a mini bus or a van.

### 6. Change in Itinerary and Travel Fare

- (1) In the event of a natural disaster, war, civil disturbance, suspension of services related to accommodations, governmental orders, transportation services not followed the original time table or other circumstances beyond the Company's control, the Travel Contract shall be modified. The travel fare will be subject to change accordingly.
- (2) The Company shall revise the travel fare as needed as a result of substantial changes in transportation fees due to economic situation.

### 7. Liability of the Company

The Company shall be liable for damage if the Company or the agency cause damage to the participants. (indemnity limit for luggage is up to JPY150,000)  
The Company shall not be liable for damages if any of the following reasons apply: a natural disaster, war, civil disturbance, accidents or fire of transportation/accommodation, delay/cancellation of transportation and change/stoppages of tour itinerary due to such causes, governmental orders, orders of immigration, isolation due to infectious diseases, accidents during participant's free time, food poisoning, Theft., etc.

### 8. Liability of the Participant

The Company shall require the participant to indemnify the Company for losses caused by the participant's negligence, fault, conduct against public order and good manners.

### 9. Cancellation of Travel Contracts by the Company

The Company will cancel the travel contract as the following:

- a) If the participant has not paid the tour fare by the prescribed date.
- b) When it becomes evident that the participant does not satisfy requirements specified by the Company for participation in the tour.
- c) When the participant is recognized as unfit to join the tour due to illness, one to interfere with collective activities or threat to operate the smooth tour.

### 10. Cancellation of Travel Contracts by the participant

In any of the following cases, the participant may cancel the Travel Contract without paying a cancellation charge.

- (1) When the contents of the Travel Contract have been substantially revised such as:
  - a) Change in the date of commencement of the tour or the date of completion of the tour.
  - b) Change in the sightseeing spots or sightseeing facilities, or other destinations of the tour to be visited.
  - c) Change in the kind or the company of the transportation.
  - d) Change in the class or the facilities of the transportation to those at a lower charge.
  - e) Change in the accommodation facilities.
  - f) Change in the kind, facilities, or view of the room of the accommodation facilities.
- (2) When the tour fare is increased.
- (3) When the Company has not delivered the Final Tour Itinerary to the participant by the prescribed date.
- (4) When tour operation becomes impossible due to factors for which the Company is liable.

### 11. Final Tour Itinerary

The Company will submit a final tour itinerary with the names of transportation and accommodation facilities, no later than one day prior to the departure date of the tour. However, when application for the Agent-Organized Tour is made on or after 7 days prior to the eve of the departure day, the Final Tour Itinerary shall be presented to the participant by the departure date. We will inform you the status of arrangement upon your request at any time.

### 12. Special Indemnifications

In accordance with Standard Journey Business Stipulation Special Indemnification Provisions, the Company shall pay compensation, or provide condolence money to the participant 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 tour. The Company shall not pay compensation or provide condolence money when damages result from the Participant's brain disease, chronic illness, criminal irresponsibility, or accident caused by war, nuclear explosion, earthquake, volcanic eruption or tsunami. The Company shall also not pay compensation when the participant engages in such dangerous sports and activities as hang-gliding (motor-driven or otherwise) and others. The following items are also exempted from the Company's responsibility: cash, personal valuables, the valuable documents, data and similar items and the others.

### 13. Itinerary Guarantee

When major changes occur in Travel Contract contents as stated in Article 10-(1), the Company shall calculate the change compensation money by multiplying tour fares by the rate of 1 to 5% in accordance with Standard Journey Business Stipulation (Organizing Tour Company Contract). However, the total amount of change compensation money should be up to 15% of the travel fare. If the change compensation money is less than JPY1,000, the Company will not responsible to pay for it. The basis of the total travel fare for calculation means the travel fare and additional fare on Article 3.

### 14. Change of Tour Participants

A participant who has entered into a Travel Contract may, with the Company's consent, transfer the status in the contract to a third party. In this case, the participants shall enter the required information in the form provided by the Company and submit it together with the specified handling fee.

### 15. Cancellation/Suspension of Transportation

In the case that the Company decide not to operate the tour due to cancellation/suspension of transportation schedule on the starting day of the tour, the travel fee will be fully refunded at where the application received. If transportation on the returning way is cancelled/suspended and the participants have to extend the travel, additional accommodation fees and meals shall be paid by the participant.

### 16. Correspondence Contract

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). In this case, the travel conditions refer to a contract based on "the Company's Terms and Conditions of Travel Contracts for Organizing Tour Company Contract that are used for conclusion of a travel contract by Correspondence means contract."

### 17. The Basis of Travel Contract and Fee

These Travel Conditions and travel fee are based on the fares and fees that are in effect as of 2016-August 1st. The conditions other than those stated on this travel condition will refer to the Company's Terms and Conditions of Travel Contracts.

Please feel free to ask our staff any questions regarding Standard Journey Business Stipulation.