

# General Terms and Conditions for Transport by Cableway

## (Scope of Application)

Article 1 The terms and conditions of transport related to the cableway business managed by HOSHINO RESORT TOMAMU CORPORATION shall be as set forth herein. Any matters not stipulated in these terms and conditions shall be in accordance with the provisions of laws and regulations and with general customary practices.

## (Instructions from Staff)

Article 2 Passengers must follow instructions from our personnel (hereafter referred to as “Staff”) for the purpose of safety and maintaining order of transportation.

## (Conditions of Transport)

Article 3 HOSHINO RESORT TOMAMU CORPORATION will undertake transportation of passengers, except in cases of undertaking or continuing transportation pursuant to the provisions of Article 4, and/or when restricting transportation pursuant to the provisions of Article 5.

## (Refusal of Undertaking or Continuing Transportation)

Article 4 HOSHINO RESORT TOMAMU CORPORATION will refuse to undertake or continue transportation of a passenger if any of the following applies:

- ① Passenger does not have a valid ticket;
- ② Passenger does not follow instructions of the Staff;
- ③ Passenger seeks special treatment concerning transportation;

- ④ The transportation violates laws and regulations, and/or is offensive to public order and morals;
- ⑤ Passenger is inebriated or a child not accompanied by a guardian, or other situations where there is hindrance to offering safe transportation;
- ⑥ Passenger is a patient or suspected to have symptoms of COVID-19 and/or other infectious diseases;
- ⑦ Passenger is in possession of items specified in Article 40, Section 1 of the Ministerial Ordinance to Provide the Technical Regulatory Standards on Railways (Ministerial Ordinance No. 16 prescribed by the Ministry of Land Infrastructure and Transport, 1987);
- ⑧ When there is hindrance to transportation due to weather conditions or other unavoidable events;
- ⑨ When there is any valid reason other than the aforementioned.

(Restriction of Transportation)

Article 5 HOSHINO RESORT TOMAMU CORPORATION may restrict or suspend the operation of the cableway and the sale of tickets, or limit the number of passengers, the size or number of carry-on items, in cases of transportation difficulties due to weather conditions or other unavoidable reasons including the company's circumstances.

(Sale of Tickets)

Article 6 HOSHINO RESORT TOMAMU CORPORATION will sell tickets (hereafter referred to as "Tickets") for rides on our cableway business as Tickets for rides at our ski resort (hereafter referred to as "Ski Resort"). Tickets will be available for purchase at the ticket counter at the Ski Resort among other locations.

(Validity of Tickets)

Article 7

1. All Tickets are only valid when used under the conditions stated on the Tickets.
2. When HOSHINO RESORT TOMAMU CORPORATION changes the fares, any Tickets issued prior to the date of change shall remain valid during the indicated dates regardless of the amount of fare stated on the Ticket.
3. Tickets will be invalid if any of the following conditions below apply:
  - ① When the ticket is severely damaged and conditions stated on the Ticket is illegible;
  - ② When the passenger or a third person has purposefully altered, falsified or forged the ticket;
  - ③ Resold or subleased Tickets;
  - ④ Expired Tickets;
  - ⑤ When the Ticket is used by a person other than the holder of the Ticket as listed on the Ticket;
  - ⑥ When the Ticket is obtained by fraudulent means;
  - ⑦ The original ticket in cases where it has been rewritten or reissued.

(Presentation of Ticket)

Article 8

1. HOSHINO RESORT TOMAMU CORPORATION will ask passengers to present the Ticket at the gate for confirmation and/or fare deduction.
2. Passengers cannot refuse to present their Tickets when requested by Staff for verification.

(Fares and Application Methods)

Article 9 Fares and fees collected from passengers and the application methods are in accordance with the fare table and application methods specified separately and have been filed with and accepted by the Director of the Transportation Bureau.

(Handling of Passengers in Transit in the Case of Suspension of Operations)

Article 10 When all cableway operations are suspended due to weather conditions or other unavoidable events, HOSHINO RESORT TOMAMU CORPORATION will take necessary measures for passengers in transit after cableway operations resume for continuation of transport.

(Reimbursement of Fares)

Article 11 Fares will be reimbursed when the cableway is unable to operate due to reasons attributable to HOSHINO RESORT TOMAMU CORPORATION, or there is cause for such suspension. The remaining equivalent amount of the Ticket issued will be reimbursed within the operational period.

(Beginning and End of Liability)

Article 12 Our liability related to transport shall commence when the passenger rides and end when the passenger disembarks from the carriage.

(Prohibited Passenger Conduct)

Article 13 Passengers must not engage in any of the following conducts:

- ① Jump off the cableway, or embarking or disembarking from any place other than designated areas;

- ② Swing skis, snowboards, or rock the carriage;
- ③ Damaging actions such as poking cableway equipment or facilities with skis, ski poles, or the like;
- ④ Smoking while on board;
- ⑤ Embark sideways or in any other dangerous position;
- ⑥ Engage in any other conduct that interferes with safe transportation.

#### (Liability to Passengers)

Article 14 In the event that a passenger suffers damage to their life or body from the operations of the cableway, HOSHINO RESORT TOMAMU CORPORATION will be liable for compensation for damages. However, the liability does not apply in the following cases:

- ① When proven that in relation to the operation of the cableways, HOSHINO RESORT TOMAMU CORPORATION did not neglect to exercise precautions prescribed under laws and regulations, and that there was no defect or functional malfunction of cableway facilities;
- ② When proven that the accident occurred solely due to the intentional actions or negligence of a third party other than the passenger or Staff.

#### (Responsibility of Personal Items)

Article 15 HOSHINO RESORT TOMAMU CORPORATION will not take responsibility for any loss or damage to skis or other personal property that occurs in relation to the transport of passengers; provided, however, that the foregoing shall not apply if such loss or damage is due to the company's negligence.

#### (Passenger's Liability)

Article 16 HOSHINO RESORT TOMAMU CORPORATION will claim the passenger for damages, when the damages are caused by the intention

or negligence of the passenger, or by failing to adhere to the law and regulations and/or provisions of this General Terms and Conditions for Transport by Cableway.

(Use of Invalid Tickets etc.)

Article 17 If a passenger uses an invalid Ticket as per the provisions of Article 7, Section 3, HOSHINO RESORT TOMAMU CORPORATION will demand payment from the passenger equivalent to twice the amount of the Ticket fare.

(Jurisdiction)

Article 18 In the event of a dispute in our transportation business, the Tokyo District Court shall have exclusive jurisdiction in the first instance.

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**HOSHINO RESORT TOMAMU CORPORATION**