

Hoshino Resorts TOMAMU Ski Resort

Terms and Conditions for Use of Commercial Registration
System 2024/2025

Terms and Conditions for Use of Hoshino Resorts TOMAMU Ski Resort Commercial Registration System

1. Purpose

Hoshino Resorts TOMAMU Ski Resort (hereinafter referred to as the "Ski Resort") commercial registration system (hereinafter referred to as the "Commercial Registration System") is an initiative to improve the safety and enjoyment of our customers by maintaining a high level of experience at the Ski Resort. Those who use the Commercial Registration System (hereinafter referred to as the "Registrant") shall comply with the provisions of these Terms and Conditions.

2. Definitions

The following words shall have the meanings defined in this Article, except where the context of these Terms and Conditions requires them to be interpreted differently:

(1) Commercial Registration System

License for profit-making activities in the Ski Resort.

(2) Profit-making activities

Indicate lessons/guides using the Ski Resort facilities and ski slopes, regardless of whether you are an individual or a company. It does not matter whether participants pay or not.

(3) Snow Academy

This refers to an organization, company, or individual who instructs skiing and snowboarding on the premises of the Ski Resort.

(4) Guides

Refer to groups, companies or individuals who provide guidance for the purpose of skiing and snowboarding in the area including the premises of the Ski Resort.

3. Registration on the Commercial Registration System

In order to register on the Commercial Registration System, it is necessary to meet the registration conditions in the following article, and registration may be canceled if the conditions are not met.

4. Registration Conditions

The registration conditions of the Commercial Registration System are as follows:

- (1) Take out third-party liability insurance. (Minimum 0.2 billion yen per accident)
- (2) The representative (principal) of the snow academy must have qualifications equivalent to a Japanese or international instructor license equivalent to ISIA certified Level 2 or higher, and all instructors employed under the supervision of the representative must have the following snow sports qualifications issued by a Japanese or international ski and snowboard sanctioning body. In addition, the representative (principal) must be on-site full-time.
 - (a) International instructor license ISIA certified Level 1 or higher (<https://isia.ski/members>)

- (b) SAJ or JSBA Level 1 or higher
- (c) SIA Stage 1 or higher
- (3) When applying as a guide business, all guides must possess one of the following qualifications, or conduct the guide business under the control of the person responsible, who has such qualification. Or the person responsible must be on-site full-time.
 - (a) Avalanche Operations Level 1 (avalanche worker qualification)
 - (b) International instructor license ISIA certified Level 3-equivalent qualification plus ISIA avalanche & guiding module standard certification
 - (c) Other qualifications which have been reviewed by Hoshino Resorts TOMAMU and found to be safe
- (4) All employees and instructors/guides to whom the Registrant himself/herself employs or entrusts work must have a legal work permit in Japan or those who do not need permission.
- (5) All employees and instructors/guides to whom the Registrant himself/herself employs or entrusts work must not engage in acts that violate laws and ordinances in Japan.
- (6) All instructors and guides must wear uniforms established by the Registrant while on duty.
- (7) All instructors and guides must purchase and use a commercial lift ticket issued by the Ski Resort.

5. Exemption

The following cases do not require registering on the Commercial Registration System:

- (1) When a school teacher teaches a student temporarily or for a short period of time as a school lesson
- (2) When teaching in activities such as local junior sports clubs or ski federations
- (3) Hoshino Resorts TOMAMU certified snow sports school
- (4) Club Med Tomamu snow sports school
- (5) When permission is given in advance at Hoshino Resorts TOMAMU's sole discretion

6. Code of Conduct

Registrants must comply with the following matters:

- (1) Registrant must operate in compliance with Japanese laws and regulations.
- (2) Registrant must cooperate with the operation of the Ski Resort and follow the instructions.
- (3) Registrant must comply with the Terms and Conditions for Use of the Ski Resort and these Terms and Conditions.
- (4) Registrant shall not go under or climb over the rope.
- (5) Registrant must always strive to improve the quality of their instructors and guides.
- (6) When conducting lessons, the use method of the course must be limited to the use method approved by the Ski Resort.
- (7) When engaging in profit-making activities, a commercial lift ticket (including a season ticket) must be purchased and the armband issued with the ticket must be worn.

7. Warning / Cancellation of Registration

In order to protect the quality of the customer experience and the Registrant, we will warn the Registrant if the Registrant conducts profit-making activities that violate 4. Registration Conditions and 6. Code of Conduct. If the Registrant does not follow the warning, the registration will be canceled. In that case, no refund will be made under any circumstances or for any reason.

8. Unregistered Situation

1. It is forbidden to conduct profit-making activities in the Ski Resort area without being registered on the Commercial Registration System. Our staff may ask you about your lift ticket and check the following items:

- (a) Type of lift ticket
- (b) Name and head shot of the bearer
- (c) WTP number of the lift ticket

2. If an individual or company that is engaged in profit-making activities without being registered is found, the individual or company will be warned, and the season and lift tickets used by the individual or company that received the warning will be revoked for the season, and a fine 100 thousand yen will be collected. In addition, the individual or company is not allowed to use the Ski Resort during the season. In this case, the season and lift ticket prices will not be refunded for any reason.

9. Compensation for Damages

1. The Ski Resort shall not be liable for any damages incurred by third parties, including Registrants and lesson/guide participants, as a result of the use of the Ski Resort (hereinafter referred to as "Third Parties"), unless caused by the intention or negligence of the Ski Resort.

2. In the event that Third Parties make a complaint or appeal to the Ski Resort regarding the lesson/guide, the Registrant shall cooperate to resolve the complaint/appeal.

10. Lessons/Guides

At all times, the Registrant must comply with the following when conducting lessons/guides:

- (1) All staff conducting lessons/guides must meet the criteria described in 4. Registration Conditions.
- (2) Instructors conducting lessons/guides must wear armbands (one armband per person).
- (3) Skiers and snowboarders who are general guests must be prioritized, and lessons must be given to them while making mutual concessions with other groups.
- (4) On the ski slopes and courses, follow the rules and manners in accordance with the Hoshino Resorts TOMAMU Ski Resort Terms and Conditions.

- (5) The Registrant must report the number of lessons and numbers of people accepted each month to the Hoshino Resorts TOMAMU Ski Resort staff by the 10th of the following month.

11. Fees

Category	Goods	Price (incl. tax)	Remarks
Commercial lift tickets	Commercial season ticket	159,000 yen	Not transferable or loanable
	Commercial 50-hour ticket	119,000 yen	Can be shared within a registered group
	Commercial 25-hour ticket	49,000 yen	Purchasable only by those who have purchased a commercial 50-hour ticket
Other	Season/hour ticket reissue fee	3,000 yen	
	Armband reissue	2,000 yen	

<Notes on Fees>

- Prices include tax.
- Commercial lift tickets can only be purchased by those who made commercial registration. Please present your ID and qualification certificates at the time of purchase.
- Please note that partial discounts and companion discounts are not applicable when using a commercial lift ticket.
- Commercial season tickets shall be with the name of the Registrant on them, and may not be transferred or loaned to anyone other than the Registrant. Commercial 50-hour tickets can be shared within the registered group. Commercial 25-hour tickets can only be purchased by those who purchased commercial 50-hour tickets.
If you lose or damage your season or time ticket, it will be reissued by paying a 3,000 yen (tax included) reissue fee.
- Please pay the fee on the day of reception on site or make advance payment at least 3 days in advance.

12. How to Register

The registration method for the Commercial Registration System is as follows:

- Reception location: Resort Center Ticket Information
* Reception hours: 13:00-16:00
- Reception details: Commercial registration, sales of commercial season tickets and commercial time tickets
- Reception method: For commercial registration, please come to the reception location and complete the procedures. Please make a reservation in advance for the reception date. Please fill in the necessary information in the (i) application form for permission and (ii) staff list, and send them by e-mail with (iii) staff photo for registration attached at least 7 days before the reception date.

We will contact you after screening whether or not you can register.

On the day of reception, please come to the reception location during reception hours. Upon submission of necessary documents, payment of the fee and presentation of identification (driver's license, passport, etc.), we will give you a commercial lift ticket and armband.

(Please pay the fee on the day of reception on site or make advance payment at least 3 days in advance.)

- (4) Required documents: When submitting the application form for commercial lift ticket purchase, please also submit a copy of the original of the following documents:
- A) Third-party liability insurance policy (only once per season)
 - B) Qualification certificates for all instructors and guides who conduct lessons or guides as instructors or guides qualified with certificates issued by Japanese or international ski and snowboard or guide organizations
 - C) Evidence that a foreign employee, if any, has obtained work permission using his/her Residence Card or Certificate of Alien Registration Card
 - D) A copy of the instructor/guide training and skill improvement plan maintained by the Registrant.
 - E) A photo of the instructor/guide uniform maintained by the Registrant.

(5) Contact: 0167-38-2111, or email: ski@slowtomamu.co.jp

<Notes on How to Register>

1. Advance reservation is required at least 7 days in advance, and a commercial lift ticket and armband will be available on the day of reception.
2. Please wear an armband dedicated to the commercial lift ticket when engaging in profit-making activities.
3. Commercial lift tickets and armbands must be returned after the end of the season. If you lose your armband dedicated to the commercial lift ticket, you will be charged 2,000 yen (including tax).
4. Only the Registrant listed on the staff list can purchase and use a commercial lift ticket.
5. Sales and use of commercial lift tickets may be restricted depending on the activity details, purpose, and location, etc.
6. In the event of cancellation of commercial registration, no refund will be given under any circumstances.

13. Governing Law and Jurisdiction

These Terms and Conditions shall be construed in accordance with the laws of Japan, and any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

14. Changes to These Terms and Conditions

These Terms and Conditions fall under the standard terms and conditions under the Civil Code, and each provision of these Terms and Conditions shall be changed in accordance with the provisions of the Civil Code when it is found that it is consistent with the general interests of the Registrant or there are reasonable grounds that require change.

Changes to these Terms and Conditions shall take effect from the designated effective date after the changes to these Terms and Conditions are published on this website.

Supplementary Provisions

Date of last change: September 10, 2024 Effective date: September 20, 2024