

Hoshino Resorts TOMAMU Ski Area Terms and Conditions for Use

1. Purpose

Hoshino Resorts Tomamu Inc. (hereinafter referred to as “the Company”) establishes the following “Hoshino Resort TOMAMU Ski Area Terms and Conditions for Use” (hereinafter referred to as “these Terms and Conditions”) regarding the use of areas managed by the Company within the Hoshino Resorts TOMAMU Ski Area (hereinafter referred to as “the Ski Area”).

Matters not specified in these Terms and Conditions shall be governed by applicable laws and regulations, while for matters not stipulated in the relevant laws and regulations, the “Standards on Snow Sports Safety” (Japan Association for Skiing Safety, revised October 2013) shall apply, as well as norms based on generally accepted social conduct.

2. Code of Conduct

Skiing and snowboarding involve various inherent risks, particularly due to the high speeds, and each individual is required to act responsibly to prevent accidents to themselves and ensure the safety of other users. Please pay special attention to the following matters:

(1) Prohibition of dangerous actions toward others

Do not cause harm to the body or belongings of other users at the Ski Area.

(2) General precautions when descending

Always watch ahead while skiing, control your speed based on your physical condition, skills, terrain, weather, snow quality, and congestion, and choose a skiing style that lets you avoid other users and obstacles at all times.

(3) Consideration for those ahead

When skiing from behind or above, choose your path and speed to avoid obstructing or endangering those skiing ahead of you.

(4) Overtaking

When overtaking, leave sufficient distance to ensure that the person being overtaken is not endangered by any of their possible actions.

(5) Checking your surroundings

When merging onto a course, crossing a slope, or starting to ski, pay attention to the front, back, left, and right sides to ensure there is no danger to yourself or others.

(6) Prohibition of blocking the course

Do not stop carelessly on the course. Narrow areas or places with limited visibility from above are especially dangerous. In the event of a fall, clear the course as quickly as possible.

(7) Precautions when using the course

When climbing, walking, or standing on the course, use the edges. In poor visibility, pay extra attention to other users coming from above.

(8) Use of devices to prevent uncontrolled movement

Attach protective devices to equipment that could pose a danger to others if it slides or moves uncontrollably on a slope.

(9) Compliance with signs, warnings, and instructions

Observe signs, notices, and announcements, follow the instructions of ski patrols and Ski Area staff, and work to prevent accidents.

(10) Mutual assistance and cooperation

In the event of an accident, cooperate in rescue activities and reporting to Ski Area staff, regardless of whether you are directly involved. Your identity may be verified during such cooperation, regardless of your involvement.

3. Precautions

When skiing or snowboarding, you may encounter the hazards listed below. All users of the Ski Area are expected to understand these risks, act with caution, and cooperate to ensure a safe and enjoyable experience.

- (1) Weather-related hazards such as snowfall, rain, strong winds, and dense fog
- (2) Terrain-related hazards such as cliffs, steep slopes, and uneven surfaces
- (3) Snow and ice conditions such as frozen ski slopes, deep snow, crevasses, and avalanches
- (4) Natural obstacles such as rocks, bushes, stumps, standing trees, and exposed ground
- (5) Man-made structures such as lift towers, snowmaking equipment, and buildings
- (6) Hazards from proximity to or collisions with other users
- (7) Hazards resulting from mistakes or errors by the user themselves
- (8) Hazards associated with using snow parks
- (9) Hazards from excessive speed by skiers or snowboarders
- (10) Hazards from collisions with other skiers or snowboarders
- (11) Hazards due to fatigue, alcohol, drugs, or poor physical condition
- (12) Hazards from improper use of equipment
- (13) Other similar hazards

4. Prohibited Actions

The following actions are prohibited when using the Ski Area. In the event of any action falling under the following, it will be considered extremely serious, and at the discretion of the Ski Area, lift tickets may be confiscated, and further use of the Ski Area may be denied.

- (1) Entering closed courses or restricted areas.
- (2) Skiing excessively close to other users, as well as man-made or natural objects.

- (3) Engaging in actions that interfere with lift operations.
- (4) Deliberately approaching snow vehicles.
- (5) Damaging signs, notices, or markers.
- (6) Disposing of or leaving empty cans, cigarette butts, or other items outside designated areas.
- (7) Walking within the courses on foot unnecessarily.
- (8) Releasing animals such as dogs onto the courses outside designated areas.
- (9) Entering the Ski Area in an abnormal physical or mental state under the influence of alcohol, drugs, or other circumstances.
- (10) Engaging in actions prohibited by laws or regulations.
- (11) Failing to follow specific instructions or warnings from the Ski Area.
- (12) Other actions that endanger the safety of other users or oneself.

5. Duty to Slow Down

Ski Area users must slow down in the following situations:

- (1) Where there are slowdown signs.
- (2) In areas where terrain or obstacles make it difficult to see ahead.
- (3) When snow coverage is insufficient, such as at the beginning of the season or in early spring.
- (4) When visibility is poor due to snowfall, blizzards, heavy fog, or sunset.
- (5) During whiteout conditions (when weather makes it difficult to discern snow surface elevation or irregularities).
- (6) When approaching natural obstacles such as trees, stumps, bushes, rocks, exposed ground, or waterways.
- (7) When approaching man-made structures such as lift towers, artificial snowfall equipment, nets, ropes, or mats.
- (8) At course junctions or in narrow areas of the course.
- (9) When approaching the sides or ends of the course.
- (10) When approaching lift boarding or unloading areas.
- (11) When the course is crowded.
- (12) When approaching the kids' area (children's slope).
- (13) When approaching patrollers on duty or snow vehicles in operation.
- (14) In other locations where skiing without slowing down would be dangerous.

6. Obligations When Using the Snow Park

Snow park skiers must observe the following:

- (1) Follow the instructions on bulletin boards and

other notices.

- (2) Ski within the limits of your own ability and skill.

(3) Check the safety around the landing area before starting.

(4) Wear a helmet and other necessary protective gear.

7. Responsibilities of Parents and Guardians of Children

Parents and guardians must observe the following:

(1) Parents and guardians should assess the child's abilities and strive to prevent them from encountering danger.

(2) Parents and guardians should ensure that the child correctly understands and follows the rules of the Ski Area (these Terms and Conditions, the Ski Area's code of conduct, and warnings/prohibitions).

8. Use of Lift Tickets

1. Except in cases where the Ski Area cannot provide service due to reasons attributable to the Ski Area, lift tickets cannot be canceled, changed, or exchanged.

2. Resale of lift tickets and the use of tickets acquired through resale are prohibited.

3. The Ski Area will not be responsible for damage to or loss of lift tickets.

4. Refunds will be provided when all lifts cannot operate for the entire day. A temporary suspension of operations due to dangerous conditions, such as a snowstorm, is not subject to refund.

5. Anyone conducting profit-making activities such as lessons at the Ski Area must, except for the Ski Area's official schools (Tomamu Snow Academy, Club Med Tomamu Ski & Snowboard School) or other cases approved by the Ski Area, purchase commercial lift tickets after the pre-application according to the "Hoshino Resorts TOMAMU Ski Area Commercial Registration System" (hereinafter referred to as "the Commercial Registration System").

6. If unauthorized use of a lift ticket is discovered, the user will be charged for the unauthorized use and prohibited from any future use of the Ski Area.

7. Ski Area users must comply if staff request a user to present a lift ticket or remove goggles, etc. Failure to comply may result in a prohibition on further use of the Ski Area and invalidation of the lift ticket.

9. Claims for Compensation and Cost-Bearing Responsibility

1. The Ski Area is not responsible for any accidents caused by violations of the Ski Area's code of conduct or warnings/prohibitions, and if the Ski Area incurs any damage or costs, the user responsible for the accident will be required to compensate for the damage or cover the incurred costs.

2. If a Ski Area user or their acquaintances report a distress or rescue situation outside the Ski Area's managed area, the Ski Area will conduct rescue operations alone or in cooperation with relevant authorities. However, after the rescue, the Ski Area will charge the user for all costs incurred, including labor for search and rescue, snow equipment costs, lift operation costs, lighting and electricity costs, and other expenses.

3. The Ski Area is not responsible for damage or theft of skiing, snowboarding, or other snow equipment under the user's control.

10. Force Majeure

If there is a risk that the safety of Ski Area users cannot be ensured due to natural disasters or other irresistible forces, the Ski Area may suspend all or part of the operation of the Ski Area or its lifts.

11. Profit-Making Activities

1. At the Ski Area, conducting profit-making activities or sales promotion activities, such as lessons, is only allowed if the user is registered with the Commercial Registration System, except for the Ski Area's official schools or other cases approved by the Ski Area. If an individual or company is found to be conducting profit-making activities without registration, the season pass or lift ticket used by that individual or company for the current season will be invalidated, and a fine of 300,000 JPY will be imposed. Furthermore, the individual or company will be permanently prohibited from entering or using the Ski Area. In such cases, season pass or lift ticket fees will not be refunded for any reason.
2. To prevent unregistered individuals from engaging in profit-making or sales promotion activities, the Ski Area may conduct a crackdown on violations by users (including collecting evidence through photographing or other means).

12. Storage of Users' Luggage or Personal Items

1. The Ski Area will only take responsibility for storing users' luggage or personal items if prior approval has been given. If items are not collected within the designated storage period, they will be treated as intentionally abandoned and ownership deemed forfeited.
2. If users' luggage or personal items remain after operating hours without the Ski Area's approval, and they are reasonably presumed to have been intentionally left, or if no contact regarding the items is made after the Ski Area's designated storage period following checkout, the items will be treated as intentionally abandoned and ownership deemed forfeited.

13. Other

1. Use of the Ski Area by designated organized crime groups and members under the "Act on Prevention of Unjust Acts by Organized Crime Group Members" (enforced March 1, 1992), as well as antisocial organizations and their members (including violent and extremist groups and their members), is strictly prohibited.
2. In the event of a dispute regarding these Terms and Conditions, the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.
3. These Terms and Conditions constitute standard terms and conditions under the Civil Code, and each provision of these Terms and Conditions may be amended in accordance with the Civil Code if it is deemed to conform to the general interests of users or if there is a reasonable reason requiring change.
4. Amendments to these Terms and Conditions shall apply from the designated effective date after details of the change have been appropriately published.

Supplementary Provisions

(Last Revision

Date) 1. August 1,

2025

(Effective Date) 2.

August 1, 2025