

## Terms and Conditions on Transport by Cableway

### Article 1: Scope of Application

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

### Article 2: Instructions of Staff

When necessary for the provision of safety and to maintain order, our employees (hereafter referred as “Staff”) will give instructions to passengers, which the passengers must follow.

### Article 3: Conditions of Transport

Except in the case of provisions under Article 4, we will accept the transport of passengers.

### Article 4: Refusal to Transport

If any of the following applies, we will refuse to transport a passenger:

- (1) Passenger does not have a valid ticket;
- (2) Passenger does not follow instructions of the Staff;
- (3) Passenger seeks special treatment;
- (4) Passenger violates laws and regulations, and/or will be offensive to public order and morals;
- (5) When determined that due to the condition of the passenger, the transport will be dangerous;
- (6) Passenger is in possession of any dangerous articles or the like;
- (7) When there is hindrance to transport due to natural disasters or other unavoidable event;
- (8) When there is any valid reason other than the foregoing; or
- (9) Passenger intends to embark with equipment not suitable for gliding on snow.

### Article 5: Sale of Tickets

Tickets are sold (but not limited to) our ticket sales windows.

### Article 6: Validity of Tickets

1. Tickets (including but not limited to lift tickets, discounted tickets; hereafter referred as tickets) are only valid when they are used under the conditions set forth on the face of the tickets.

2. When the fares or fees change, any tickets issued before the change shall be valid during their indicated term regardless of the amount of fare indicated on the ticket.
3. If the ticket is not valid for use by the Company, such ticket shall be void.
4. If any of the following applies to a ticket, such ticket shall be void:
  - (1) When the ticket is not used pursuant to conditions set forth on the face of the ticket;
  - (2) When the season ticket is used by a person other than the holder of the ticket;
  - (3) When the ticket is altered, falsified or forged; or
  - (4) When what is written on the face of the ticket is difficult to decipher.
5. The ticket can be used by, and is valid for, only the customer who purchased the ticket. Any gift or sale of a ticket to another person is prohibited, and in such a case, the ticket will be confiscated as a void ticket.

#### Article 7: Presentation of Ticket

When a passenger embarks, the passenger must present the ticket. After verification of the ticket, the ticket will be punched or collected.

#### Article 8: Fares, Fees, and Application Methods

Fares and fees collected from passengers shall be in accordance with the fee schedule and application methods specified separately.

#### Article 9: Handling of Passengers in Transit in the Case of Suspension of Operations

When all cableway operations are suspended, due to natural disaster or other unavoidable event, customers who were in transit shall be provided valid tickets without charge for use after cableway operations resume, and/or other measures necessary for continuation of transport.

#### Article 10: Reimbursement of Fares

Fares will be reimbursed in case of natural disaster or reasons attributable to us and none of the cableways can be operated. Reimbursement of fares will occur only for the period a ticket is valid, with the amount equivalent to the remaining time on tickets we issued that are in the passengers' possession; provided, however, that the foregoing shall not apply if operations are likely to be dangerous and operations are suspended temporarily, due to heavy snow or other conditions.

#### Article 11: Beginning and End of Liability

Our liability related to transport shall commence when a passenger engages in conduct set forth in Article 7, and shall end when the passenger disembarks.

#### Article 12: Prohibited Passenger Conduct

A passenger must not engage in any of the following conduct:

- (1) Jump off the cableway, or embark or disembark from any place other than the designated locations;
- (2) Swing skis or shake the carrier;
- (3) Embark sideways or in any other dangerous position;
- (4) Use skis, ski poles or the like to touch the cableway equipment or the like; or
- (5) Engage in any other conduct that impedes safe transport.

#### Article 13: Passenger's Duty of Care

1. The duty of care when embarking shall be as follows:
  - (1) Notify the Staff if unsure about use;
  - (2) Quickly move to the "embarkation point," and wait for the carrier with skis and snowboards etc. properly facing forward and;
  - (3) Quickly move away from the cableway if unable to embark;
  - (4) Ensure that skis and ski poles do not inconvenience adjacent passengers;
  - (5) manage cords of backpacks, clothes and the like under the passenger's own responsibility, so that they do not become entangled with the cableway etc. to ensure safety when disembarking; and
  - (6) Always have retention devices attached to sliding equipment, and for snowboarders to fold high-backs when embarking.
2. The duty of care while riding shall be as follows:
  - (1) Sit deeply on the carrier, and lower the safety bar if there is one;
  - (2) Do not play around or face backward on the carrier; and
  - (3) Do not touch ski poles etc. to the posts of cableway equipment.
3. The duty of care when disembarking shall be as follows:
  - (1) When the disembarkation point nears, prepare to disembark and after disembarking, to proceed straight ahead; and
  - (2) If unable to disembark, stay on the chair and wait for instructions from the Staff.
4. Follow the instructions of the Staff.

#### Article 14: Responsibility to Passengers

If a passenger suffers damage to his or her life or body from the operation of the cableways, we will be liable for compensation for damage suffered from the same; provided, however, that the foregoing shall not apply:

- (1) When proven that in relation to the operation of the cableways, we did not neglect to provide care prescribed under laws and regulations, and that there was no defect in, or functional malfunction of, cableway equipment;
- (2) When proven that the accident occurred solely because of the relevant passenger's willful misconduct or negligence (excluding the case where there was partial negligence on our part); or

(3) When the passenger did not follow the instructions of the Staff.

**Article 15: Liability Regarding Personal Property**

We shall bear no liability for any loss or damage to skis, snowboards, or other personal property that arises in relation to transport of passengers; provided, however, that the foregoing shall not apply if such loss or damage is due to our negligence.

**Article 16: Liability of Passengers**

If we suffer damage because a passenger fails to adhere to the provisions of these Terms and Conditions of Transport, we shall seek compensation for such damage.

**Article 17: Additional Fares etc.**

If a ticket held by a passenger is voided under the provisions of Article 6, Paragraph 3 or Paragraph 4, we shall demand from the passenger an amount equal to the amount of the ticket and additional fares etc. up to said amount.

**Supplementary provisions**

These terms and conditions shall come into effect on November 1, 2014.

**Terms and Conditions of Transport**

**HOSHINO RESORT TOMAMU CORPORATION**