

# General Contractual Conditions for Cableway Operations Carrier

Kamori Kanko Co., Ltd.

## (Scope of Application)

**Article 1** The carriage contract for the management of these cableway operations by Kamori Kanko Co., Ltd. (hereinafter “the company”) are herein set forth in these general contractual conditions. Any items not covered by these general contractual conditions shall be stipulated by the pertinent laws and ordinances, and any items not covered by laws and ordinances shall be stipulated by general common law.

## (Instructions from Officials)

**Article 2** To maintain safe carriage of passengers and provide an orderly service, should the need arise, the company officials (hereinafter “officials”) shall give instructions to passengers, and all passengers must comply with these instructions.

## (Acceptance of Carriage)

**Article 3** The company shall accept carriage of passengers except when acceptance is refused under the conditions stipulated in Article 4.

## (Refusal of Acceptance of Carriage)

**Article 4** The company shall refuse carriage of passengers in any of the following circumstances.

- (1) If the passenger does not have a valid ticket or pass.
- (2) If the passenger does not follow instructions from officials.
- (3) If special responsibility is requested of the company by the passenger regarding carriage.
- (4) If the carriage of passengers infringes the stipulations of any laws and ordinances, public order or public morals.
- (5) If it is judged that the safety of carriage may be compromised due to the condition of the passenger or other such reason.
- (6) If the passenger is in possession of a hazardous or dangerous item or items.
- (7) If carriage is impeded by a natural disaster or other such unavoidable reason.
- (8) If there is a justifiable reason other than those specified above.

## (Sale of Tickets, Passes etc.)

**Article 5** The company shall sell tickets and passes at ticket offices etc.

## (Validity of Tickets, Passes etc.)

**Article 6**

- ① Tickets and passes etc. are only valid when used in accordance with the conditions printed on the face of the ticket or pass.
- ② Should the company affect changes to the prices or fares, tickets sold at the original price shall remain valid during the period stipulated on the ticket.
- ③ Tickets and passes other than those specified as valid by the company shall be invalid.
- ④ Tickets and passes that apply to any items below shall be invalid.
  - (1) Tickets that are used in infringement of the conditions printed on the ticket or pass face.
  - (2) Season tickets that are used by persons other than the valid season ticket holder.
  - (3) Tickets and passes that have been changed, altered or falsified in any way.
- ⑤ Tickets and passes are only valid for the customer who purchased them. The transfer or sale of tickets to third parties is strictly forbidden, and any tickets sold or transferred to third parties shall be invalid and returned to the company.

## (Presentation etc. of Tickets and Passes)

**(Ticket Inspection)** Passengers shall present their tickets at the loading area ticket gate for inspection or adjustment. pass.

## Article 7

## (Fares, Charges, and Methods of Application)

**Article 8** Fares and charges received by the company from passengers and their method of application are specified in a separate fare table and separate method of application.

## (Handling of Passengers in the Event of Cessation of Operation During Carriage)

**Article 9** In the case that carriage operations are ceased due to reasons such as a natural disaster or other unavoidable reason, the company shall issue tickets or passes free of charge to passengers that shall be valid after carriage operations are restarted, and the company shall carry out the necessary measures for continued operation.

## (Refunding of Fares)

**Article 10** If carriage operations cannot be performed due to natural disaster or other reason that is the responsibility of the company, fares shall be refunded to passengers in accordance with official regulations that are specified separately. However, this shall not apply to cases in which carriage operations are temporarily suspended due to concerns that dangerous conditions may occur due to blizzards and other such causes.

## (Commencement and Termination of Responsibility)

**Article 11** The company’s responsibility for carriage of the passenger commences when the passenger undertakes the action described in Article 7, and terminates when the passenger alights.

## (Passenger Prohibited Actions)

**Article 12** The following acts are strictly prohibited.

- (1) Jumping down from ski lifts, or alighting from lifts at any place other than the specified alighting points.
- (2) Shaking or rocking skis, snowboards or ski lifts
- (3) Striking the lift equipment with skis, poles, snowboards or any other such equipment
- (4) Riding lifts in a dangerous way, such as riding sideways etc.
- (5) Any other act that may hinder the safe carriage of passengers

## (Responsibility for Passengers)

**Article 13** Should the company cause physical harm or cause loss of life to passengers by the operation of this carriage equipment, the company shall be responsible for compensation for damages. However, the company shall not be held responsible for damages in the following circumstances.

- (1) If it is proved that the company was not negligent in adhering to cautions specified by laws and ordinances, and that there were no defects in the carriage equipment nor any hindrances to the functioning of the equipment.
- (2) If it is proved that the cause of the accident was solely caused by the deliberate intentions, fault, or negligence of the passenger.

## (Responsibility for Personal Effects)

**Article 14** The company shall not accept responsibility for any loss or damage to personal effects such as skis etc. that may occur due to the carriage of passengers. However, this shall not apply if the loss or damage was caused by the fault or negligence of the company.

## (Passenger Responsibility)

**Article 15** If the company receives any damages caused by the deliberate intentions, fault, or negligence of a passenger, or by a passenger intentionally or unintentionally disregarding laws and ordinances or any item stipulated in these general contractual conditions, the company shall seek compensation from said passenger.

## (Additional Fares etc)

**Article 16** If the passenger has a ticket or pass that is considered invalid due to the items stipulated in Items 3 and 4 of Article 6 of these general contractual conditions, the company shall charge the passenger the amount shown on the ticket or pass plus an additional fare that is more than the amount shown on the ticket or pass.

## ( Court of jurisdiction)

**Article 17** Disputes concerning the use of these ski slopes shall be settled in the court with jurisdiction over the area in which the ski located.

## Additional Clause

These general contractual conditions are implemented from November 17 2018