

Tour Booking Terms and Conditions

Japan Travel KK is both a travel agency and an online reseller (“Webshop”) of other vendor’s products and services. Our travel agency (“TA”) Type 2 license in Japan is 2-7033, and we are bound by the rules and regulations of Japan.

This agreement provides our terms and conditions that apply over and above the basic travel agency laws, for the **Hilton 100th Anniversary Sky Intrigue** package. By purchasing this tour from us, you agree to these and the related terms and conditions set out below.

The **Hilton 100th Anniversary Sky Intrigue** package is produced by Conrad Hilton Tokyo and Osaka and managed by Japan Travel with support from multiple vendors including:

- **Conrad Hilton Tokyo**
- **Conrad Hilton Osaka**
- **SKY TREK, INC.**
- **Tokyo Supercars**

Each vendor has specific terms and conditions which will either supersede or be additional to those stated herein.

After reviewing these terms and conditions, if you have additional questions about the overall terms and conditions, please contact our Travel Agency Help Desk at tours@japantravel.com or +81-3-4588-2679.

Payment

To purchase this Tour, we require payment in full no later than **30 days** prior to the tour start date. If the last payable day falls on a weekend (Saturday and Sunday) or a Japanese public holiday, the full payment has to be made on the business day before.

If the requested tour date is less than 30 days ahead of the intended start date at the time of inquiry, the full payment must be made before we proceed with formal reservations.

Payment Methods

Payment must be in Japanese Yen and can be made by credit card (Visa, Master Card, American Express, Diners, or JCB), bank-to-bank telegraphic transfer, or PayPal. We do not accept cash. A 3.5%–5% fee will be added to the reservation for all credit card and PayPal transfers. For wired bank transfers, you are responsible for all bank charges.

Guest Cancellations

Our fees for cancellations made by you, the guest, for whatever reason, are as follows:

Days Prior	22+	21 ~ 11	10 ~ 6	5 ~ Departure Date No show
Cancellation fee (% tour price)	0%	30%	60%	100%

If the last day of free cancellation falls on a weekend (Saturday and Sunday) or a Japanese public holiday, the cancellation has to be made on the business day before.

If you are forced to cancel for any reason, you agree to the above cancellation fees and will not seek further compensation for any losses from Japan Travel.

Japan Travel Initiated Cancellations

Japan Travel is a reseller of other vendors' services, including hotels, rental cars, and flights. The individual components of these tours are therefore delivered on a reasonable best efforts basis from our vendors.

In the event of a "*Force Majeure*", which may include but is not limited to: acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorist activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats to public health, earthquakes and other natural disasters, nuclear accidents, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions, or any other reason that makes it impossible or commercially unreasonable in the sole opinion of Japan Travel to conduct the tour as originally contracted, Japan Travel reserves the right to cancel the tour. If Japan Travel cancels the tour for any such reason, you will receive a full refund of any monies paid, less banking

and credit card/PayPal fees.

In the event of any Japan Travel initiated changes or cancellations, we will notify you by email as soon as practicable after such changes occur. It is your responsibility to check your communications regularly. You agree to take no legal action whatsoever against us in respect of cancellations, nor to disparage Japan Travel online or otherwise in a public manner.

Under no circumstances will Japan Travel be responsible for any expenses or financial losses incurred due to changes in tour cancellations, including but not limited to airfare penalties, hotel accommodation cancellation costs or loss of income. Therefore, we strongly recommend you buy travel insurance to cover such contingencies and to always re-confirm your tour with us before making any additional travel arrangements and before departure.

Vendor Liability Limitation

Japan Travel's responsibility and liability are strictly limited. We are not responsible for the acts or failures to act, willfully or otherwise, of any third-party over whom we have no control. In this case, the vendors include Conrad Hilton Tokyo, Conrad Hilton Osaka, SKY TREK, and Tokyo Supercars.

Insofar as we are a participant in the sale and communication, Japan Travel acts as an agent of the vendors but is not responsible for the acts or failures to act, willful or otherwise, of any vendor or their personnel.

Tour Description Accuracy

In preparing our itineraries, we often rely on external sources for images and descriptions of amenities and facilities. Whilst we endeavor to ensure that the tour components are accurately described, you agree that such descriptions are made on a reasonable best efforts basis and that we will not be responsible for variations in product/service descriptions to those actually experienced.

Tour Start/End Points

Please pay attention to your tour documentation and confirm the start and end points. Tour participants are expected to make their own arrangements to reach the tour starting point on the departure date specified. You can either ask your Japan Travel agent to make additional arrangements (at an additional fee) to get you to the tour start point or make your own way there.

To assist those making their way back to the original start point after tour completion, Japan Travel is able to arrange transportation at a separate cost.

Personal Risk and General Disclaimer

Japan Travel is not liable for any bodily injury or harm, accidents, property damage or personal loss as a result of, but not limited to: physical exertion for which the participant was not prepared; travel by plane or motor vehicle; consumption of alcoholic beverages; high altitude; forces of nature, such as high winds, hurricanes, flooding; heat exhaustion, equipment failure; civil unrest or terrorism; or the availability of medical services in remote areas and the quality thereof.

Therefore, as lawful consideration for being permitted to participate in any tour, you hereby RELEASE AND DISCHARGE IN PERPETUITY, JAPAN TRAVEL FROM ANY AND ALL LIABILITY, EXCEPT AS CAUSED BY THE GROSS NEGLIGENCE OF JAPAN TRAVEL, ARISING FROM YOUR PARTICIPATION IN THIS TOUR. You agree that this release shall be legally binding upon you personally, all members of your family or those in your care who are also traveling with you, your heirs, successors, assigns, and legal representatives. It is your intention to fully assume all the risks associated with a tour and to release Japan Travel from any and all liabilities to the maximum extent permitted by law.

Dietary Needs

Although we specialize in preparing special dietary needs for guests, Japan Travel has no capacity to control the kitchens and ingredients that our vendors use. Therefore, you agree to allow us to comply with dietary requests on a reasonable best efforts basis.

Property Damage

The destinations on your tour may involve your proximity to or use of items such as delicate utensils, ornaments, works of art, electronic devices, rental equipment control, and more. You accept responsibility for any damage to or loss of property of Japan Travel, our vendors, and any other third parties impacted by your actions. You will be responsible for any compensation for such damage or loss either directly to the third party or with our assistance (for which we reserve the right to charge an additional fee). In buying a tour from us, you also agree to indemnify Japan Travel from all and any actions or claims (whether or not such actions or claims involve any legal proceedings). In addition, you accept full responsibility for all losses, damages, liabilities, payments, costs or expenses (including legal fees and taxes) incurred by yourself or by Japan Travel on your behalf. Please note, you should ensure you have third-party damage included in your insurance coverage.

Travel Documents

Each guest must obtain a passport, applicable visas, invitation and other immigration documentation for your tour prior to departure. Your passport(s) must be valid for the proposed period of stay. If you are unable to obtain these travel documents, our standard Guest Cancellations policy will apply (see above). You can find out more about visas and other immigration requirements at the following site: <https://www.jnto.go.jp/eng/basic-info/tourist-info/visa-information.html>

Code of Behavior

As our customer and guest, you agree to the following code of behavior while on any of our tours.

Pre-departure

- I/we have sufficient abilities, fitness, and medical health to undertake the tour.
- My/our physical condition or disabilities are not a hazard to either myself/us, other tour guests, or the tour staff.
- I/we have a valid passport, and where required visas, invitation letters and similar documentation, and exit travel tickets.

- I/we will communicate special requests at least 20 days prior to travel.

En-route

- I/we will respect the laws and customs of Japan.
- I/we will follow environmental and special site guidelines and regulations while on the tour.
- I/we will follow the instructions of the staff, including but not limited to drivers, guides, and third-party vendor representatives.
- I/we understand that I/we may be refused service or even asked to leave a tour if my/our health or behavior impairs the safety, quality of experience, or support capabilities of the vendors.
- I/we understand there will be physical risks involved in some tours and that there may be limited access to medical facilities and evacuation services.
- I/we will always wear safety equipment, such as helmets and life jackets, when requested by staff, and to observe all safety and other rules.
- I/we will participate in tour activities in a responsible manner.

Guests not following these simple rules may be asked to leave the tour, and agree that in such instance, there will be no refund for not only the missed tour portion but also any costs of returning home shall be the guest's own expense.

Travel Insurance

As a licensed Japanese travel agent, should there be an accident, all our travelers are insured per single incident. Our insurance policy is a group accident insurance policy which is mandated by the Japanese authorities for all domestically registered travel-related companies. Should you wish for more comprehensive insurance coverage, we strongly recommend: I) before traveling review your personal insurance and health insurance to see if you have adequate and appropriate coverage to meet your travel needs, and those of any dependents, and, II) if your existing policy is not sufficient, you should buy additional travel insurance.

Please refer below to the respective insurance policies of our vendors:

SKY TREK, INC.

Sky Trek aircraft insurance, as per outlined in the SKY TREK Flight Service Guide. Please refer to Appendix 1 for the SKY TREK, INC. Flight Service Guide for the detailed service outline, rules and regulations. (English and Japanese)

1. Third party and passenger comprehensive liability insurance. Compensation: 3 Billion Yen.
2. Passenger accident insurance. Compensation: Death 50 Million Yen (per person), hospital visit 20,000 Yen/Day/Person,
3. Rescuer cost comprehensive insurance. Compensation: 50 Million Yen.

Tokyo Supercars

Tokyo Supercars Insurance and Compensation for Damages as per outlined in Article 4 of Tokyo Supercars Event Participation Agreement

Article 4: Insurance and Compensation for Damages

(1) The Participant understands that the luxury sports cars used in the Event belong to the directors of Party A, or to the companies that they manage, and have been provided for use in the Event free of charge, and promise to drive the luxury sports cars used in the Event in careful compliance with all pertinent laws and the instructions of Party A, and not to cause any inconvenience to the owners who have provided the luxury sports cars.

(2) In the case of an accident during the Event while the Participant is driving a luxury sports car that has been provided for use in the Event, in the event of injury to the Participant themselves or a person accompanying them, damage to personal property or the luxury sports car, injury to a third party or damage to a third party's personal property, the Participant shall be liable for damages of up to a maximum of 500,000 JPY, regardless of any negligence on the part of the Participant. This payment will be used to cover the excess car damage fee charged by the insurance firm and also to cover to the following year's increase in insurance fees. However, should the driver use their own insurance policy to cover all damages to all parties involved (as obliged by Japanese law) then Party A will not charge for damages. Further, should the payout from the automobile insurance subscribed to by the owner of the luxury sports car provided for the Event prove insufficient, any shortfall shall be paid by the Participant themselves, and neither Party A, the Club nor the owner of the luxury sports car provided for the Event shall be inconvenienced in any way.

(3) The liability insurance jointly taken out by the Club and the owners of the luxury sports cars provided for the Event shall make insurance payouts to the following limits.

- Bodily injury liability: no limit (including compulsory automobile liability insurance)
- Property damage liability: no limit
- Personal injury liability: A maximum of 50 million Yen x persons involved per one accident, a maximum of 50 million Yen per person.
- Vehicle liability: current valuation, limited to one accident (exemption: 200,000 Yen) Insurance will not be paid in the event that the exemption clause of the insurance contract applies.

(4) In the event of the damages described below, which are not covered by the automobile insurance taken out by the owners of the luxury sports cars, or if the amount of damages exceeds the insurance payout, the participant shall be liable to pay the whole sum, and neither Party A, the Club nor the owner of the luxury sports car provided for the Event shall be inconvenienced in any way. In the event that Party A has paid damages for which the Participant is liable, the Participant shall promptly repay this sum to Party A.

Examples of damages not covered by automobile insurance

- Accidents caused by driving while under the influence of alcohol
- Accidents caused by driving while under the influence of illegal drugs

(5) Party A, the Club and the owners of the luxury sports cars provided for use in the Event, in light of the fact that they have taken every precaution to prevent accidents from occurring during the Event, as described in this Agreement, shall not be held liable for any damages incurred by a third party or by the participants themselves, as a result of any accident involving luxury sports cars provided for the Event, and shall not be held liable, in any way, except in the instance of their intent or serious neglect.

Photograph Rights

As a customer and guest, you grant Japan Travel and/or its vendors (Conrad Hilton Tokyo, Conrad Hilton Osaka, SKY TREK, INC., and Tokyo Supercars) permission to take photographs or videos of you and your companions and charges during the tour, for future promotional and commercial use, without remuneration. You further agree to assign all right, title and interest you may have in any media in which your name or likeness might appear, to Japan Travel and/or its vendors as per above. You agree that should you provide us with one, we and/or our vendors may use your testimonial regarding our services, for promotional and/or commercial purposes without any remuneration. Photographs taken by us and/or our vendors are copyrighted to us, and may not be reproduced without permission. That said, if you want digital copies of photos of yourself or your party, for your personal use, we and/or our vendors will be pleased to provide them.

Jurisdiction

It is agreed by and between us and you that all disputes and matters whatsoever arising under or in connection with or incident to the responsibilities of Japan Travel in respect of tours shall be subjected to the laws of Japan and the parties agree to be subject to the exclusive jurisdiction of the courts of Japan.

Appendix 1

SKYTREK, INC.

For SKYTREK, INC. Flight Service Guide, see [here](#). (English and Japanese)

As a licensed travel service supplier/agent, SKYTREK, INC. contracts two air charter operators for charter flights, Honda Airways Co.Ltd and HIRATAGAKUEN Aviation Operation Division, respectively.

For Honda Airways Co.Ltd passenger air transport general Terms and Conditions, see [here](#). (Japanese only)

For HIRATAGAKUEN Aviation Operation Division passenger air transport general Terms and Conditions, see [here](#). (Japanese only)