

# **Hankyu Travel International: Charter Cruise Sales Terms and Conditions (Operated by Compagnie du Ponant)**

## **Scope**

These sales terms and conditions apply to the cruise charter product (hereinafter referred to as the "Cruise Product") operated by Compagnie du Ponant (hereinafter referred to as "Ponant"), which is planned and implemented by Hankyu Travel International, and apply to the travellers who purchase and use this Product and to the travel agencies involved in its sale.

The Cruise Product includes services such as ship use, accommodations, meals, and shore excursions provided by Hankyu Travel International pursuant to its agreement with Ponant.

## **Finalization of travel agreement**

1. The travel agreement for the Cruise Product shall be deemed to have been finalized when the traveller or travel agency fills out the required information on the designated application form, and the application fee equal to or greater than the application amount payable by the traveller or travel agency is deposited into the account designated by Hankyu Travel International within ten (10) days of Hankyu Travel International notifying the traveller or travel agency whether or not an available cabin can be arranged.
2. The application fee shall be applied as part of the travel fee, and in the event of cancellation or change after the agreement has been finalized, cancellation and change fees as stipulated separately shall be applied.
3. Hankyu Travel International reserves the right to refuse to enter into an agreement if there are any deficiencies in the application details, or if it determines that it is difficult to carry out the trip safely due to the traveller's health condition, travel history, etc.
4. After the travel agreement has been finalized, if the traveller or travel agency violates any of the terms and conditions set forth in these terms and conditions, Hankyu Travel International may cancel the travel agreement.

## **Travel fee and payment terms**

1. The travel fee shall be the amount set forth in the attached Fee Schedule.
2. The traveller or travel agency shall deposit 25% of the travel fee as an application fee into the account designated by Hankyu Travel International within ten (10) days of the traveller conveying their intention to apply to the travel agency and Hankyu Travel International notifying them of the availability of a cabin, and the remaining balance shall be deposited into the account designated by Hankyu Travel International no later than ninety (90) days prior to the departure date.
3. Bank transfer fees shall be borne by the traveller or travel agency. If the payment due date falls on a bank holiday, the payment due date shall be the next business day.

4. If the full travel fee is not paid by the payment due date, or if payment into the designated account cannot be confirmed, Hankyu Travel International may cancel the travel agreement and charge the prescribed cancellation fee.
5. The travel fee includes ship accommodations, meals, and shore excursions (if included), but does not include personal expenses on board (alcohol, à la carte spa treatments, telephone and other communications services excluding free Wi-Fi on board, etc.).
6. Changes to the travel fee may be made by Hankyu Travel International with prior notice in the event of unavoidable circumstances due to currency fluctuations, fuel surcharges, tax reforms, etc.

### **Cancellation fee**

The cancellation fee is as follows:

\*Per person per cruise

<b>Cancellation timing</b>	<b>Cancellation fee</b>
Within 15 days from the date of finalization of the travel agreement	Free
From 16 days after the finalization of the travel agreement to 365 days prior to cruise departure	25,000 JPY
From 364 to 211 days prior to cruise departure	10% of the travel fee/sales price
From 210 to 91 days before cruise departure	25% of the travel fee/sales price
91 days or fewer before cruise departure	100% of the travel fee/sales price

\*All dates, days, and times are based on Japan Standard Time (JST). When a traveller or travel agency communicates their intention to Hankyu Travel International, regardless of the means used, the communication will become effective when Hankyu Travel International confirms it during Hankyu Travel International's business hours (Monday to Friday, 9:30 am to 6:00 pm; closed on Saturdays, Sundays, Japanese national holidays, and times outside these business hours).

### **What is included in the charter trip**

The travel fee/sales price includes:

- Cruise fare per person for two people sharing one room (accommodations, meals, and basic services)
- All meals from dinner on the first day of boarding to breakfast on the day of disembarkation
- Captain's welcome cocktail and gala dinner
- Onboard service charges included in the cruise fare
- Unlimited Wi-Fi
- Port fees and fuel surcharges

- \*If there is a significant increase after the agreement is finalized, additional charges may be collected
- Open bar (wine, house champagne, and alcohol excluding premium brands is served; alcohol list available upon request)
- Evening entertainment and events
- 24-hour room service
- Naturalist staff guides
- Zodiac boat rides
- Admission fees required for sightseeing provided by Hankyu Travel International

### **What is not included in the charter trip**

- Expenses for sightseeing, transportation, meals, etc. arranged by the travel agency or Hankyu Travel International at the request of the traveller or travel agency before or after boarding
- Gratuities: 12€ per person per day will be automatically added to the onboard bill (for a total of 13 days)
  - \*If the amount is changed after the agreement is finalized, the revised amount will be required
- Visa fees (which may include additional administrative fees imposed by national authorities) and immigration reciprocity taxes, if applicable
- Vaccination costs
- Taxes imposed by the traveller's or travel agency's country
- Drinks not listed on the free drink list, charged alcoholic beverages
- Laundry service, hair salon, à la carte and optional spa treatments, telephone and other communications services excluding free Wi-Fi on board
- Personal expenses, onboard medical consultations and prescription medications
- Luggage transportation costs before and after boarding
- Personal expenses incurred by travellers before and after boarding the ship
- Transportation costs between the traveller's home or other point of departure and the cruise embarkation or disembarkation point
- Overseas travel insurance
- Special dietary requests
- Cancellation fee

### **Cancellations, changes, and substitutions**

1. If a traveller or travel agency cancels a travel agreement for their own reasons, they shall pay to Hankyu Travel International the cancellation fee set forth in "Cancellation fee" based on the cancellation date.
2. If a traveller or travel agency changes the contents of the travel agreement for their own reasons (cabin type, departure date), a new travel agreement shall be concluded after paying the

cancellation fee set forth in "Cancellation fee" to Hankyu Travel International, based on the date of the change. In such case, the cancellation fee paid by the traveller or travel agency will not be included in the travel fee of the new travel agreement.

3. If a traveller or travel agency wishes to change travellers for their own reasons, they must apply to Hankyu Travel International in writing or in a manner approved by Hankyu Travel International, and the change will only be permitted if approval is obtained from Ponant. In such case, the original traveller shall cancel the travel agreement and the replacement traveller shall enter into a new travel agreement. The cancellation of the original traveller's travel agreement will require payment of the cancellation fee to Hankyu Travel International as set forth in "Cancellation fee". In such case, the cancellation fee paid by the previous traveller will not be included in the travel fee of the new travel agreement to be paid by the new traveller.
4. All expenses incurred in connection with cancellations, changes, or substitutions other than cancellation fees (such as airfare, insurance, and expenses for changes to sightseeing, transportation, meals, etc. arranged by the traveller, travel agency, or Hankyu Travel International before and after boarding or disembarking) shall be borne by the traveller or travel agency.
5. Hankyu Travel International reserves the right to cancel the travel agreement or change the itinerary if it determines that it is difficult to carry out the trip safely and smoothly due to natural disasters, ship company circumstances, government travel restrictions, etc. In such case, reasonable alternative measures shall be taken for the traveller, but, as a general rule, refunds and compensation will not be provided.

#### **Itinerary changes and alternative arrangements**

1. Ponant and Hankyu Travel International may change all or part of the originally scheduled itinerary due to weather, Ponant's operational decisions, port restrictions, government travel advisories, etc.
2. If there is a change in the itinerary, Ponant and Hankyu Travel International will endeavour to provide equivalent alternative services whenever possible to ensure the safety and comfort of travellers.
3. As a general rule, refunds and deductions due to itinerary changes shall not be provided, but reasonable efforts shall be made to provide alternative measures for services that travellers were unable to receive.

#### **Passport, visa, and other necessary documents**

It is the responsibility of the traveller and travel agent to obtain a passport, and to confirm in advance with the embassy or consulate the necessary passport validity and visa requirements for any countries being passed through between the traveller's home or other point of departure and the embarkation or disembarkation point, such as Japan and South Korea, and to obtain and fill out

the necessary documents. If the traveller is unable to enter Japan or South Korea or is unable to board the ship due to incomplete documents, etc., Ponant and Hankyu Travel International shall not be held responsible and shall not offer refunds. Please note that travellers' passports may be held for immigration procedures upon boarding or during the cruise (it is recommended that travellers bring copies of their passport and visa). Immigration procedures for cruises vary depending on the port of call (notifications will be given in the ship's newspaper or in writing on board). Please note that if the traveller's name provided when applying to Ponant and Hankyu Travel International differs from the name (including spelling) on the traveller's passport, the traveller may be denied boarding.

## **Luggage**

1. Bringing on board any items that Ponant and Hankyu Travel International deem inappropriate, as well as dangerous items such as weapons, explosives, and fuel, is strictly prohibited.
2. Pets are not allowed on board.
3. Personal belongings are the responsibility of the traveller. Ponant and Hankyu Travel International will not be held responsible for any loss or theft of any personal belongings of travellers.

## **Naturalists**

1. On board the ship and at ports of call, naturalists (nature and culture specialist guides) dispatched by Ponant will accompany the passengers and provide commentary and experience programs on the environment, ecosystems, and local culture. The naturalists primarily speak French, German, and English.
2. The naturalists work together in their respective areas of expertise to plan trips that are safe, comfortable, and satisfy the intellectual curiosity of travellers.

## **Insurance and liability sharing**

1. Hankyu Travel International is in the position of selling Cruise Products chartered by Ponant, and Ponant shall be responsible for the operation of the cruise, management of the ship, ensuring the safety of passengers, etc.
2. Ponant has taken out the necessary insurance, such as hull insurance, passenger accident insurance, and liability insurance.
3. Ponant, Hankyu Travel International, and the travel agency are mutually exempt from liability for damages caused by natural disasters, war, epidemics, government regulations, or other force majeure.
4. Travellers are strongly advised to take out overseas travel insurance (covering injury, illness, death, damage to personal belongings, theft, personal liability, rescue costs, etc.). Regardless of whether or not a traveller has insurance, the traveller is responsible for any accidents, injuries,

illnesses, death, damage to personal belongings, theft, personal liability, etc. that occur during the trip.

5. Ponant shall be responsible for the operation of the ship, onboard facilities, port excursions, etc. in accordance with its agreement terms and conditions and international shipping regulations, and Hankyu Travel International does not guarantee the fulfilment of these responsibilities.
6. If a traveller causes damage to a third party (such as an accident on board the ship or trouble at a port of call), the traveller shall bear the responsibility for it, and Hankyu Travel International, Ponant, and the travel agency shall not be held responsible in any way.

## **Health and safety**

Travellers participate in activities during the trip (including mountaineering, hiking, extensive walking, general touring, water sports, riding various modes of transportation, recreational vehicles, bicycles, etc.) at their own risk. By participating in any such activities, travellers assume and accept all risks associated with such activities.

As Ponant and Hankyu Travel International are not qualified to assess the traveller's health, the traveller (or the traveller's doctor) must assess the traveller's health.

Ponant and Hankyu Travel International are not liable for any damages that may occur to travellers as a result of their activities during the trip.

Travellers may be required to sign a waiver for activities during the trip. Failure to sign the waiver may prevent a traveller from participating in the trip or certain activities during the trip.

## **Medical and support response**

1. Travellers are obligated to declare their health status before boarding the ship, and if Ponant and Hankyu Travel International determine that it is difficult to carry out the trip safely based on the contents of the declaration, they may refuse to conclude a travel agreement or the traveller boarding the ship.
2. The Cruise Product has medical staff on board at all times to provide first aid and basic medical treatment.
3. As measures against infectious diseases, passengers may be required to have their temperature taken, undergo a medical interview, and present proof of vaccination before boarding, and measures such as wearing masks, disinfecting hands, and ventilating the ship will be taken on board.
4. If a traveller becomes ill or injured on board the ship, the onboard medical staff will provide first aid, but if the condition is serious, the traveller will be transported to a medical institution at the nearest port of call. Transportation costs, medical expenses, etc. will be borne by the traveller.
5. Hankyu Travel International will establish a cooperative relationship with Ponant and local medical institutions and strive to ensure the safety of travellers, but will not be liable for delays or restrictions in medical response due to force majeure.

6. Travellers who require special care or treatment during the trip due to health reasons must declare their pre-existing conditions, medical history, medications, and health status in advance using the form designated by Ponant, either through their travel agency or Hankyu Travel International and, if necessary, submit a doctor's certificate. Ponant, Hankyu Travel International, and the travel agency will not be held responsible for any disadvantages arising from failure to report this information. Depending on the information declared and submitted, Ponant and Hankyu Travel International reserve the right to request the presence of an attendant or caregiver or to refuse participation in the trip. If Ponant and Hankyu Travel International refuse to allow a traveller to participate in the trip due to information reported or submitted after the cancellation fee occurrence date, they may require the traveller or travel agency to pay the cancellation fee.

### **Eligibility to board**

1. A traveller is eligible to board the Cruise Product only if all of the following conditions are met:
  - (1) Aged 6 or older as of the departure date (minors must be accompanied by a guardian).
  - (2) Possesses a valid passport and meets the entry requirements of the port of call.
  - (3) Is in a state of health that complies with Ponant's boarding regulations.
  - (4) Must be able to present the necessary vaccination certificates (if applicable) to prevent infectious diseases.
  - (5) Has the willingness and ability to comply with the ship rules and safety instructions.
  - (6) If afflicted with a serious chronic illness, must submit a doctor's certificate and obtain approval from the ship company.
  - (7) Not pregnant.
2. Travellers shall confirm and declare that they and any minors included in the travel agreement are physically and psychologically fit to stay on board the cruise ship. Ponant or Hankyu Travel International reserves the right to refuse a travel reservation if it is unable to reasonably accommodate the traveller's needs or if it is determined that the traveller's health and safety may be compromised.
3. Minors are not permitted to stay in cabins alone. This restriction is not applied if guardians are present in connecting rooms, or if the minors are married couples under the age limit. If both individuals in a married couple are under the age limit, they must present a certificate in English. Children aged 6 and older sharing a room with an adult are counted as one person in the room and are required to pay the same travel fee as an adult.
4. Travellers with disabilities must be accompanied by a chaperone or caregiver to be able to participate in the cruise without any hindrance. Special assistance cannot be provided for individual needs. Wheelchair users can reserve wheelchair-accessible rooms (limited availability). Travellers who use electric wheelchairs must declare to their travel agency and Hankyu Travel International whether the wheelchair is collapsible and its size, weight, and battery type when

applying.

5. There are no wheelchairs available on board. Zodiac boats, tenders, and shore excursions may not be wheelchair accessible.
6. If a traveller wishes to embark or disembark at any port during the cruise, separate procedures are required. The traveller must notify their travel agency or Hankyu Travel International in advance (a set fee will be charged).
7. Ponant and Hankyu Travel International reserve the right to refuse boarding to travellers who are deemed not to meet the above conditions.
8. Details regarding eligibility to board are governed by the General Terms and Conditions of Sale of Compagnie du Ponant, available here: <https://en.ponant.com/terms-conditions>.

### **Traveller behaviour**

1. By participating in this trip, travellers agree to be bound by all rules and guidelines established by Hankyu Travel International and Ponant.
2. Ponant and Hankyu Travel International reserve the right to terminate a traveller's trip if the traveller abuses others, if the traveller's behaviour is disruptive, or if the traveller's physical condition adversely affects the enjoyment of other guests. If Ponant and Hankyu Travel International exercise this right, Ponant and Hankyu Travel International will not offer any refunds, will not pay for any travel or accommodation expenses required after the trip has ended, and will not be liable if the traveller is forced to leave the trip. Ponant and Hankyu Travel International will not be liable for any expenses incurred by travellers due to interruptions to their trip.

### **Refusal of boarding, forced disembarkation**

1. At the time of application, travellers and travel agencies must report the necessary information in advance if there are any special care requirements (e.g., dialysis, dietary restrictions, etc.) that exceed the scope of what Ponant and Hankyu Travel International can handle. Passengers may be denied boarding or forced to disembark if they fail to report matters that should have been reported in advance. In such cases, we will not be held responsible and will not offer refunds.
2. Reservations and boarding will be denied to individuals from countries subject to economic sanctions, government officials, and individuals under surveillance in each country. If the ship's doctor determines that a traveller is unable to continue the trip for health reasons, or if the captain determines that the traveller or others are at risk, the traveller may be denied boarding or asked to disembark partway through. In such case, no refunds will be given for any cruise fare. We also assume no responsibility for any transportation or other expenses incurred as a result of disembarking.

### **Boarding terminal**

The boarding terminal is listed in the guest ticket booklet provided before departure, but the terminal location and berth number may change.

### **Cruise photos and videos**

Ponant and Hankyu Travel International may use photographs and videos taken by other guests, Ponant, or professional photographers during the cruise for print, internet, and other promotional purposes. If travellers do not wish their image to be used in marketing activities, they must notify the reception on board or contact Hankyu Travel International or their travel agency before the start of the trip.

### **Protection of personal information**

1. Hankyu Travel International will use personal information (such as name, address, telephone number, email address, passport information, and health status) obtained from travellers only for the purposes of travel arrangements, insurance enrolment, emergency contact, and provision of services, and will not use it for any other purposes.
2. Obtained personal information will be stored and managed after taking appropriate safety management measures in accordance with Japan's Act on the Protection of Personal Information, and efforts will be made to prevent its leakage, loss, falsification, etc.
3. Hankyu Travel International will not provide personal information to third parties (including Ponant) without the traveller's prior consent, except as required by law. However, this does not apply when the information is provided to Ponant and its contractors to the extent necessary for travel arrangements, insurance enrolment, shore excursions, etc.
4. Travellers may request the disclosure, correction, suspension of use, deletion, etc. of their personal information. Requests must be made in the manner prescribed by Hankyu Travel International, and will be accommodated within a reasonable scope.
5. Complaints and inquiries regarding the handling of personal information can be made to Hankyu Travel International's Personal Information Protection Contact.
6. Hankyu Travel International will establish an internal training and supervision system regarding the protection of personal information and will strive to improve it on an ongoing basis.

### **Complaint and accident response**

1. If an accident, problem, malfunction, etc. occurs during the trip, the traveller should promptly report it to a crew member. If this report is delayed, it may be difficult to take appropriate action.
2. Hankyu Travel International will investigate any reported incidents, contact the relevant parties, and take action on-site to resolve the issue as quickly as possible. However, the response may be restricted at the discretion of Ponant or local institutions.
3. Hankyu Travel International will investigate and respond in good faith to any complaints made by travellers.

### **Extreme situations such as natural disasters**

Ponant and Hankyu Travel International shall not be liable for any loss, damage, delay, or cancellation resulting in whole or in part from a natural disaster or other force majeure, including, but not limited to, fire, volcanic eruption, environmental contamination or pollution, severe weather, earthquake, low or high water levels, flood, water or power shortage or failure, tropical storm, or hurricane.

In the event of riots, civil committees, disturbances, or other acts of a similar nature; acts of sabotage; arrests; strikes; labour disturbances; detention of rulers or people; requisitioning; acts of terrorism; war; insurrection; quarantine restrictions; government health advisories; epidemics; pandemics; or warnings or alerts of any kind; government confiscation; refusal or revocation of government licenses or permits; or suspension or delay of permits or authorizations; damage to facilities provided by Ponant and Hankyu Travel International or a travel agent and their facilities; other unforeseen circumstances; or any other unexpected factors adversely affecting or preventing Ponant and Hankyu Travel International from performing any of the terms of this contract, Ponant and Hankyu Travel International shall be exempt from any liability for refunds, and shall be released from performance to the extent that such performance is restricted or prevented.

### **Responsibilities**

Ponant and Hankyu Travel International's responsibility is limited to the operation of the cruise and the services provided by their staff, and are not liable for any damage, loss, accidents, etc. that occur with transportation before or after boarding or disembarking, sightseeing at ports of call, tourist operators, restaurants, medical providers, etc.

All parties involved in tours offered by Ponant and Hankyu Travel International, in arranging restaurants, transportation (including air transportation), hotels, and other accommodations or other services, acknowledge that Ponant and Hankyu Travel International, and their agents, employees, officers, directors and affiliates, are acting only as agents for the passengers and are not responsible or liable for any accidents, death, personal injury, illness, property damage, etc.

Travellers agree that Hankyu Travel International shall not be liable, directly or indirectly, for any delays, losses, expenses, or problems of any nature whatsoever arising directly or indirectly from the acts, omissions, or failures of service providers, including restaurants, airlines, accommodations, and other persons, entities, or suppliers providing services and programs.

Travellers further agree that Hankyu Travel International is not liable for any damages arising out of or relating to the trip due to vehicle defects, natural disasters, labour disputes, theft, equipment breakdown, itinerary cancellation, departure and arrival delays, missed connections, quarantine, theft, weather, government restrictions, hijacking, mechanical defect or malfunction, acts of terrorism, or the default or negligence of restaurants, airlines, hotels, or other suppliers of tour services and programs or accommodations, except to the extent that such damages arise from the gross negligence or wilful misconduct of Hankyu Travel International.

## **Changes to travel conditions**

Hankyu Travel International reserves the right to correct any errors or omissions in published materials and to amend these travel conditions at any time as a result of significant changes to laws or regulations. All amended travel conditions will automatically become effective when posted by Hankyu Travel International on its website <https://luxury-hankyu.com/>. Therefore, travellers and travel agents should check the website <https://luxury-hankyu.com/> before travelling to be aware of any changes.

## **Applicable terms and conditions**

1. These sales terms and conditions constitute the "standard terms and conditions" set forth in Article 548-2 of the Japanese Civil Code, and travellers are deemed to have agreed to the contents of these terms and conditions at the time of application.
2. Hankyu Travel International may change the contents of these sales terms and conditions due to amendments to laws and regulations, changes in operations, changes to Ponant's agreement terms and conditions, etc. Any changes will be announced on the Hankyu Travel International website or in writing.
3. If a change to these sales terms and conditions is detrimental to the traveller, the change will be implemented lawfully in accordance with Article 548-4 of the Civil Code, taking into consideration the rationality, necessity, appropriateness of the contents, method of notification, etc. of the change.
4. Travellers may request Hankyu Travel International to disclose the contents of these sales terms and conditions before or after the conclusion of the travel agreement.
5. Details other than those stated above shall be in accordance with Ponant's Terms and Conditions.

## **Governing law and jurisdiction**

Any dispute, controversy, or difference of opinion arising out of or in connection with this Agreement shall be ultimately settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association (JCAA).

The place of arbitration shall be Tokyo, Japan, and the language of arbitration shall be Japanese. This Agreement shall be governed by and construed in accordance with the laws of Japan.

## **Other matters for consultation**

1. In the event that any matter not specified in these sales terms and conditions or any doubt arises regarding the interpretation of any provision of these sales terms and conditions, Hankyu Travel International and the traveller or travel agency shall consult in good faith and reach an amicable resolution in accordance with the spirit of these sales terms and conditions.
2. If a dispute cannot be resolved through consultation, it shall be ultimately resolved through the arbitration procedures set forth in Article 13.

3. Even if any provision of these sales terms and conditions is found to be illegal or invalid by a competent arbitration organization or court, the other provisions shall remain in full force and effect.