

Terms of Use for Mt.T by Hoshino Resorts

Tanigawadake Ropeway INC. (the “Company”) hereby establishes the following Terms of Use for Mt.T by Hoshino Rrsorts (the “Terms of Use”) for use of the Mt.T by Hoshino Resorts (the “Ski Resort”) managed area under the control of the Company.

1. Scope of Application

In using the Ski Resort, the users of the Ski Resort (the "Users") shall apply to the Company for use in accordance with the Terms of Use upon agreeing to the Terms of Use, and a contract which includes the Terms of Use will be concluded. Any matters not stipulated in the Terms of Use will be governed by the provisions of the relevant laws and regulations, and in accordance with the Snow Sports Safety Standards (October 2013 Revision) established by the National Ski Safety Council and socially accepted norms.

2. When using the Ski Resort, please observe the following rules of conduct.

(1) Prohibition of Dangerous Activities towards Other Users

Please do not harm the person or belongings of other Users at the ski resort.

(2) General Precautions While Skiing

Always keep a close watch on the path ahead as you ski. Adjust your speed according to your physical condition, skill level, terrain, weather, snow conditions, and crowd density. Choose a skiing style that allows you to avoid other users or objects at any time.

(3) Consideration for Persons Ahead

Skiers approaching from behind or above must choose their path and speed so as not to interfere with or pose a danger to other Users skiing ahead.

(4) Overtaking

When overtaking, ensure a safe distance is maintained to avoid any danger, regardless of the actions taken by the person being overtaken.

(5) Check Your Surroundings

When merging onto a course, crossing a slope, or beginning to ski, ensure to check in all directions—front, back, left, and right—to confirm it is safe for both you and other Users.

(6) Prohibition of Obstructing the Course

Please avoid stopping carelessly on the course. Narrow areas or spots that are not visible from above are particularly dangerous. Additionally, if you fall, make sure to clear the course as quickly as possible.

(7) Precautions for Using the Course

When climbing, walking, or stopping on the course, please use the edges of the course. Additionally, in conditions of poor visibility, pay extra attention to other Users descending from above.

(8) Wearing Safety Straps

In the event of a fall or similar situation, equipment that becomes detached from your body may slide down the slope and pose a danger to other users. When using equipment, always ensure that safety devices designed to prevent such movement are securely attached.

(9) Please try to wear safety equipment such as a helmet when skiing.

(10) Recommendation to have Insurance

Users are encouraged to have personal injury or liability insurance in advance to prepare for potential accidents.

(11) Compliance with Signs, Warnings and Instructions

Pay attention to signs, notices, announcements, and other warnings at the Ski Resort, and follow the instructions of the ski patrol and Ski Resort staff to help prevent accidents.

(12) Responsibilities of Guides and Instructors

Individuals or groups responsible for guiding, supervising, or assisting Users at the Ski Resort

("Guides and Instructors") are expected to take the lead in complying with the Terms of Use. Guides and Instructors should not only teach skiing techniques to beginners but also instruct them on the matters stipulated in the Terms of Use and safe skiing practices. Guides and Instructors should refrain from providing instruction in methods or locations that may interfere with other Users. Furthermore, they must consider weather, snow conditions, and course status to ensure beginners are not assigned inappropriate challenges or exposed to danger.

(13) Responsibilities of Beginners

Beginners do not have any priority over other Users. Beginners must not only follow the instructions and warnings of Guides and Instructors but also independently act in compliance with the provisions of the Terms of Use.

(14) Responsibilities of Guardians and Attendants of Children

The guardians and attendants should assess the child's abilities and avoid putting the child in danger. Guardians and attendants should strive to teach children the provisions outlined in the Terms of Use.

(15) Duty of Mutual Assistance and Cooperation

In the event of an accident, regardless of whether you are directly involved, please cooperate with rescue efforts and notify ski resort staff. Additionally, you may be asked to provide identification, whether you are a party to the accident or a witness.

2. Precautions

At the Ski Resort, we make every effort to ensure the safety of Users. However, please understand that certain inherent risks exist. We ask that you avoid these risks through your own caution while using the Ski Resort.

- (1) Snowfall, blizzard, strong wind, rain, dense fog, and other hazards associated with the weather conditions ((including situations where the contours and irregularities of the snow surface are difficult to discern due to conditions like whiteouts depending on weather conditions);
- (2) Danger associated with terrain such as cliffs, steep slopes, ditches, ravines, and irregularities;
- (3) Danger due to snow quality and surface conditions, such as ice patches, deep snow, crevasses, avalanches, snowdrifts, tree wells (deep holes near trees), and tree holes (areas of exposed ground around trees due to melting snow, often in late winter or spring);
- (4) Danger due to natural obstacles such as standing trees, stumps, bushes, rocks, exposed ground and waterways;
- (5) Danger of collision with man-made structures such as gondola supports, lift towers, signs, buildings, ropes, mats, and nets;
- (6) Danger due to collision with snow vehicles (such as snow groomers and snowmobiles);
- (7) Danger resulting from one's own mistakes;
- (8) Danger due to excessive speed of the User;
- (9) Danger due to falls by the User;
- (10) Danger due to collision with other skiers, snowboarders, etc.;

(11) Danger due to fatigue, intoxication, drug use, or poor physical condition; and

(12) Dangers due to the use of inappropriate equipment.

4. Prohibited Matters

The following acts are prohibited in the Ski Resort:

- (1) Entering closed courses, off-course or restricted areas;
- (2) Entering the Ski Resort premises outside of business hours;
- (3) Skiing close to other Users, artificial structures or natural obstacles;
- (4) Approaching snow vehicles;
- (5) Intentionally damaging or breaking any installed equipment such as ropes, nets, signs or notices;
- (6) Intentionally interfering with the operation of lifts or ropeway systems;
- (7) Dispose of or leave garbage, cigarette butts or other items outside the designated areas;
- (8) Walking within the course without wearing ski equipment beyond the necessary areas demarcated by ropes, without the Ski Resort's permission;
- (9) Releasing animals, such as dogs, within the ski resort without permission of the Ski Resort;
- (10) Entering the Ski Resort in a state of mental or physical impairment due to medication or other causes;
- (11) Engaging in business activities (e.g., reselling lift tickets) without the Ski Resort's permission;
- (12) Installing items, playground equipment and the like and making jump boards in the course without the permission of the Ski Resort;
- (13) Flying drones without the permission of the Ski Resort;
- (14) Camping (setting up tents, etc.) without the permission of the Ski Resort;
- (15) Using fire-related equipment, such as portable stoves, or engaging in activities involving open flames, such as campfires, without the Ski Resort's permission;
- (16) Smoking outside designated areas; and
- (17) Any other actions that may endanger the safety of other users or yourself.

5. Claims

(1) If any damages are incurred by the Company due to willful act or negligence of a User, the User shall compensate for damages incurred by the Company.

(2) When a User uses the Company's parking lot, the Company only provides the space and does not assume responsibility for managing the vehicles.

6. Assumption of Costs

If a User or his or her acquaintances violate the Terms of Use and report a distress call to the Company for a situation outside the Ski Resort management boundaries, relevant authorities and organizations will cooperate to conduct rescue activities or provide support. However, after the rescue activities are completed, the Company will charge the User for all costs incurred, including personnel expenses for search and rescue, snow equipment costs, ropeway operation costs, lighting and electricity expenses, and any other associated costs.

7. Force Majeure

In cases of natural disasters or other force majeure events, or when there is a risk that the safety of Ski Resort Users cannot be ensured, the Company may suspend the use of part or all of the Ski Resort.

8. Refusal of Use

The Company reserves the right to refuse access to the Ski Resort for Users in any of the following circumstances:

- (1) When the application for use of the Ski Resort does not comply with the Terms of Use and Conditions;
- (2) When the User requests a special burden during use that the Company cannot accommodate;
- (3) When use of the Ski Resort violates laws and regulations or public policy;
- (4) When the User is intoxicated or otherwise deemed unable to ensure safety in using the Ski Resort;
- (5) When the use of the Ski Resort is hindered due to natural disasters and other unavoidable circumstances;
- (6) When the User does not follow the instructions of the Company staff such as patrols;
- (7) When the User is an Anti-Social Force (organized crime group, organized crime group member, quasi-member of organized crime group, enterprise affiliated with an organized crime group, corporate extortionist, organized crime group engaging in criminal activities under the pretext of conducting social campaigns, etc, or special intelligence-based organized crime group as defined by the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991) or a person for whom five years have not yet passed since leaving such organization).
- (8) When there are justifiable grounds other than those listed in the preceding items.

9. Revision of the Terms of Use

The Company may revise the Terms of Use as it deems necessary. In the event of a revision, the Company will announce the changes to the Terms of Use including the content of the revised Terms of Use and the effective date, on its official website in advance.

10. Dispute Resolution

Any and all disputes arising out of or in connection with the Terms of Use shall be submitted to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Established on December 24, 2022