AMUSE SPORTS
AMUSEMENT HOKKAIDO

Terms and Conditions

These Terms and Conditions apply to the rental service operated by Amusement Hokkaido Co., Ltd. under the service name “Amuse Rental.”
For the purposes of these Terms and Conditions, Amusement Hokkaido Co., Ltd. shall hereinafter be referred to as the “Company,” and the internet reservation system managed and operated by the Company shall hereinafter be referred to as the “System.”

1. Application

Customers may apply through the System to rent ski, snowboard, and related rental items no later than 5 days before the scheduled rental start date.
However, for plans involving delivery by courier to resort hotels located outside Chuo-ku, Sapporo, applications must be made no later than 7 days before the scheduled rental start date.
Customer information must be registered in the System at the time of application.
If a reservation is made by a representative on behalf of a family, group, or other users, the representative shall be responsible for ensuring that all users, including minors and their parents or legal guardians, where applicable, have understood and agreed to these Terms and Conditions. The parent, legal guardian, or booking representative shall be jointly and severally responsible for any fees, compensation, or other obligations arising from the use of the rental items by minors or users.

2. Registration of Customer Information

Customers shall enter all required information in the application form.
The personal information registered by the Customer shall be used for the following purposes.
Main purposes of use

(a) To conduct business communications, contract procedures, billing procedures, and other procedures necessary for business operations related to the Company's products and services."
(b) To perform contracts related to the Company’s products and services and to collect related fees, including support services.
(c) To select, prepare, adjust, deliver, and manage rental items suitable for the Customer.

This includes confirmation of item sizes, safety-related fitting, delivery arrangements, and return management.

(d) To respond to inquiries from the Customer.

(e) To respond to legitimate disclosure requests based on laws and regulations.

Personal Information Collected

As part of the application process, Customers shall enter the following personal information in the designated form:

Full name, age, phone number, email address, travel schedule, accommodation information, flight information and other transportation-related information, height, weight, shoe size, and other relevant information necessary for the rental service.

The Customer represents and warrants that all information provided is true, accurate, and complete. If false, inaccurate, or incomplete information provided by the Customer causes damage or loss to the Company, the Customer shall be responsible for such damage or loss to the extent attributable to the Customer.

Amusement Hokkaido Co., Ltd. (Amuse Sports) Privacy Policy
https://amuse-sports.com/privacy-policy/

3. Application and Formation of Rental Agreement

The rental agreement shall be deemed concluded when the following conditions are satisfied:

- If rental fees apply:
  When the Customer makes payment using the payment method designated by the Company, such as bank transfer, electronic payment, or PayPal, and the Company confirms receipt of payment.
  ※ As a general rule, the payment deadline shall be no later than 5 days before the departure date. For applications made by schools or other educational groups, the payment deadline shall be the date separately designated by the Company. If payment cannot be confirmed by the deadline, the Company may cancel the reservation.
- If no rental fees apply:
  The rental agreement shall be concluded when confirmation is completed by a reservation confirmation email from the Company, by telephone, or by any other confirmation method.

  Please note that the rental agreement is not concluded merely by submitting an application.

4. Rental Period and Delivery Method

(a) Rental Period

The rental period under this agreement shall be the period from the rental start date specified by the Customer at the time of reservation to the rental return date specified by the Customer.

Rental fees shall apply for such period regardless of the actual time of delivery or return.

(b) Delivery Method

The Company shall deliver the rental items by one of the following methods selected by the Customer at the time of reservation:

- Pick-up at the airport counter
- Pick-up at one of the Company's rental stores
- Hotel delivery by Company staff, limited to hotels located within Chuo-ku, Sapporo
- Delivery by courier service, limited to resort hotels located outside Chuo-ku, Sapporo. Delivery to private lodgings or vacation rentals is not available.

The method of inspecting the rental items upon delivery and the handling of defects, missing items, or other issues shall be governed by Article 11, "Rental Terms – Disclaimer Clauses."

If rental items delivered by courier service do not arrive by the designated date and time due to reasons attributable to the carrier, and the Customer is unable to receive the rental service as scheduled, the Company shall refund the rental fee corresponding to the portion of the service that was not provided.

5. Changes and Cancellations

Changes or Cancellations to Rental Details

- Changes or cancellations through the System must be completed no later than 5 calendar days before the rental start date.
- After the above deadline, changes or cancellations must be requested during call center business hours by telephone or by another method designated by the Company.
- Cancellation fees shall apply in accordance with the Cancellation Policy set forth in the following Article.
- Customers who apply through the System must complete payment no later than 5 days before the scheduled rental start date. If payment cannot be confirmed by the deadline, the relevant application reservation shall be automatically canceled without prior

notice.

Changes or cancellations to the rental period

- Changes or cancellations on the rental start date or after the rental has commenced shall not be accepted.
  ※ No refund shall be issued even if the rental items are returned before the scheduled return date.
- If the Customer wishes to extend the rental period, the prescribed additional fees shall apply.

If changes or cancellations are made after the rental fee has been paid in full, cancellation fees for cancellations or reductions in the number of users shall apply in accordance with the Cancellation Policy set forth in the following Article, and the prescribed additional fees shall apply to extensions of the rental period or other changes resulting in increased charges.

6. Cancellation Policy

Unless otherwise provided in these Terms and Conditions, cancellation fees shall apply in accordance with the following provisions.

Changes in the number of users, including partial cancellations, shall be treated in the same manner as cancellations, and cancellation fees shall apply to the rental fee for the reduced or canceled portion based on the date and time of the change.

【Standard Plan】

- Cancellations made up to 2 days before the rental start date: No cancellation fee
- Cancellations made by 5:00 p.m. JST on the day before the rental start date: 50% of the rental fee
- Cancellations made after 5:00 p.m. JST on the day before or on the day of rental: 100% of the rental fee

【Courier Plan】

- Cancellations made up to 4 days before the rental start date: No cancellation fee
- Cancellations made from 3 days before up to 5:00 p.m. JST on the day before the rental: 50% of the rental fee
- Cancellations made after 5:00 p.m. JST on the day before or on the day of rental: 100% of the rental fee

7. Prohibited Conduct

Customers shall not engage in any of the following acts when using the System.

If any of the following prohibited acts are found, the Company may terminate the rental

agreement, suspend provision of the service, and shall not provide any refund.

(a) Providing false or inaccurate information at the time of application.

(b) Making an application in another person's name without that person's consent.

(c) Obstructing the operation of the System, causing disadvantage to the Company, or engaging in any act that may cause such obstruction or disadvantage.

(d) Infringing upon the rights of other users or third parties, causing damage to them, or engaging in any act that may cause such infringement or damage.

(e) Using the System for commercial purposes, including resale or paid brokerage to third parties.

(f) Engaging in any act that violates public order and morals or laws and regulations, or any act that may potentially do so.

(g) Engaging in any act that, even if not falling under any of the preceding items, is reasonably deemed inappropriate by the Company in connection with the provision of the service.

(h) Using any items rented through this rental service for unlawful acts, competitive purposes, or activities involving danger.

8. Terms of Use

(a) Change of Contract Terms

Even after the conclusion of the contract, the Company may change the service content or other contract terms if it becomes difficult to safely and smoothly provide the rental service due to any of the following unavoidable circumstances:

- Natural disasters
- War, riots, or civil unrest
- Suspension of transportation services
- Orders from government or public authorities
- Any other reasons beyond the Company's control

In such cases, the Company shall promptly explain to the Customer the reason for such change and the causal relationship with the circumstances. However, if an urgent response is required, the explanation may be provided afterward.

(b) Termination of Contract by the Customer Before Rental Commencement

Standard Termination

If the Customer terminates the contract before the rental commences, cancellation fees shall apply in accordance with the Cancellation Policy, and the refund amount shall vary depending on the date of termination.

Cases Where Termination Without Cancellation Fees Is Permitted

In the following cases, the Customer may terminate the contract without incurring

cancellation fees, regardless of the Cancellation Policy:

- If the Company determines that it is impossible or extremely difficult to safely and smoothly provide the rental service due to natural disasters, war, riots, suspension of transportation services, orders from government or public authorities, or similar circumstances.
- If weather conditions, such as insufficient snowfall, do not satisfy the rental implementation conditions set forth in Article 11, item (f) of the Disclaimer Clauses, or if the Company determines that there is a high likelihood that such conditions will not be satisfied.

(c) Termination of Contract by the Customer After Rental Commencement

In the following cases, the Company shall not provide any refund:

- If the Customer, for personal reasons including illness or injury, does not receive part of the rental service, or no longer requires the rental service during the rental period. This shall be deemed a waiver of rights by the Customer.
- If the Customer requests the Company to bear burdens or provide responses beyond a reasonable scope in relation to the contract terms.

However, in the following cases, regardless of the Cancellation Policy, the Customer may terminate the contract for the portion of the service that cannot be received without incurring cancellation fees, and the Company shall refund the full amount of the terminated portion from the amount already paid by the Customer:

- If the Customer becomes unable to receive the rental service due to reasons not attributable to the Customer.
- If the Company determines that provision of the rental service is impossible and notifies the Customer accordingly.

(d) Termination of Contract by the Company After Rental Commencement

Even after the rental has commenced, the Company may terminate part of the contract after explaining the reason to the Customer in the following cases:

- If the Customer fails to follow the instructions of on-site staff or Company personnel, or engages in violence, threats, nuisance behavior, or similar conduct toward other users, thereby disrupting the order of the Company's operations. In such case, the termination shall be deemed attributable to the Customer, and the Company shall not provide any refund.
- If continuation of the rental service becomes impossible due to natural disasters, including typhoons, heavy snowfall, or other severe weather, suspension of rental service caused by war or riots, orders from government or public authorities, or

other reasons beyond the Company's control.

In such case, with respect to the rental fees corresponding to the unprovided portion of the rental service, the Company shall refund the remaining amount to the Customer after deducting costs already incurred that are not attributable to the Company.

9. Customer Responsibilities

(a) If the Company suffers any damage due to the Customer's willful misconduct or negligence, the Company may claim compensation for such damage from the Customer.

(b) The Customer shall make efforts to understand their rights, obligations, and other contract terms by utilizing the information provided by the Company.

(c) If, after the rental has commenced, the Customer recognizes that the rental service differs from the agreed content, the Customer shall promptly notify the Company of such matter at the rental location.

10. Property Damage Compensation Program

The Compensation Program is included in the rental service and no separate application is required.

Within the scope of the Compensation Program, the Customer shall not be required to bear any compensation amount for ordinary damage to rental items arising from normal use. However, the Compensation Program does not apply to theft, loss, mistaken exchange, failure to return, intentional damage, damage caused by gross negligence, unauthorized adjustment or modification, or use contrary to the Company's instructions. In such cases, the Customer shall pay the compensation amount specified by the Company.

※ For details regarding compensation amounts and circumstances excluded from the Compensation Program, please refer to Article 11, "Rental Terms – Disclaimer Clauses," item (h).

11. Rental Terms – Disclaimer Clauses

(a) The Customer shall use the rental service upon acknowledging and accepting that skiing and snowboarding are hazardous sports.

(b) The ski, binding, and boot equipment, or snowboard, binding, and boot equipment provided by the Company does not guarantee the complete safety of the user.

(c) If the Customer, for personal reasons, does not receive part of the rental service or no longer requires the rental service during the rental period, the Company shall deem this as a waiver of rights by the Customer and shall not provide any refund.

(d) The Company shall not be liable for any accidents, injuries, damages, or losses arising

while the Customer is skiing or snowboarding, or while handling or using the rental items. However, this shall not apply where such liability is caused by the Company's willful misconduct or gross negligence, or where the Company cannot be exempted from liability under applicable laws.

(e) The Customer shall carefully inspect the rental items upon receipt. If there are any defects, damage, missing items, size discrepancies, or other issues that can be visually confirmed, the Customer shall promptly notify the Company before use.
If the Customer uses the rental items without notifying the Company of such issues at the time of receipt or before use, the rental items shall be deemed to have been delivered in proper condition.
After the Customer has started using the rental items, as a general rule, the Company shall not accept requests for exchange, return, refund, or claims that defects or damage existed before receipt. However, this shall not apply where the issue is clearly attributable to the Company, or where the Company cannot be exempted from liability under applicable laws.
Customers using the courier delivery plan shall inspect the rental items upon receipt. If there are any defects, damage, missing items, size discrepancies, or other issues that can be visually confirmed, the Customer shall notify the Company before use. If any missing item is caused by reasons attributable to the Company, the Company shall refund the rental fee corresponding to such missing item.
In addition, if defects, damage, or other issues that could not be confirmed at the time of receipt due to circumstances such as the receipt location being distant from the actual place of use are discovered before the Customer starts using the rental items, the Customer shall promptly contact the Company. If the issue is attributable to the Company, the Company shall refund part or all of the rental fee depending on the circumstances.

(f) If the ski resort is fully closed due to adverse weather or insufficient snowfall, the rental fee shall be eligible for a refund. However, if only some lifts are suspended or business hours are shortened while other lifts remain in operation, the rental fee shall not be eligible for a refund.

(g) If the Customer fails to return the rental items by the designated return time, a late return fee of ¥3,000 per day per rental agreement shall accrue from the day following the scheduled return date until the return of the rental items has been completed and confirmed by the Company. However, if the Customer can reasonably prove that the rental items were returned by the designated return time, no late return fee shall accrue for the period after such return.

(h) **Management of Rental Equipment, Loss, Theft, and Compensation**
During the rental period, the Customer shall properly manage all rental items at their own responsibility.

In the event of theft, loss, mistaken exchange, failure to return, intentional damage, damage caused by gross negligence, unauthorized adjustment or modification, or use contrary to the Company's instructions, the Customer shall pay the applicable compensation amount within the ranges set forth below, as determined by the Company.

Ordinary damage arising from normal use shall be covered by the Property Damage Compensation Program, unless otherwise excluded from the Compensation Program under these Terms and Conditions.

The compensation amounts are as follows:

Item	Compensation Amount
Standard Board (Ski / Snowboard)	¥ 15,000～¥ 50,000
High-grade Board (Ski / Snowboard)	¥ 50,000～¥ 100,000
Boots	¥ 10,000～¥ 30,000
Wear (Jacket & Pants)	¥ 10,000～¥ 20,000
Poles / Accessories	¥ 2,000～¥ 10,000
Helmet	¥ 5,000～¥ 15,000
Leash Cord	¥ 1,000

※For items supplied as a pair, such as skis, boots, poles, and similar rental items, even if only one item of the pair is lost or damaged, if the relevant circumstance is excluded from coverage under the Property Damage Compensation Program, the Company may charge the applicable compensation amount set forth above.

In the event of theft, loss, mistaken exchange, failure to return, or damage excluded from coverage under the Property Damage Compensation Program, please contact Amuse Rental at 0570-001-501. In the case of theft, a report must be filed with the police.

12. Important Notices

(a) The Customer shall return the rental items by the designated return time, in accordance with the reservation details, the confirmation email, or any separate instructions provided by the Company, either to the return location designated by the Company or by the return method designated by the Company. Depending on the rental plan, store, or service location, the Customer may be required to return the rental items to the same location as the pick-up location, or to another location designated by the Company.

If the Customer wishes to change the return location or return method, prior approval from the Company must be obtained. If the Customer returns the rental items to a location or by a method other than those designated or approved by the Company, the Company may charge the Customer any late return fees, collection fees, transfer fees, or other related costs incurred.

(b) The edges of skis and snowboards are sharp and extremely dangerous. Please handle them with sufficient care to prevent cuts or other injuries.

(c) Rental items must be handled carefully at all times.

(d) The Customer shall not adjust or modify the equipment by themselves. If any adjustment or modification is made without authorization, the Company shall not be liable for any equipment defects, accidents, or damage arising therefrom.

13. Amendment to Terms and Conditions

The Company may amend these Rental Terms and Conditions if any of the following applies:

(a) The amendment is deemed to conform to the general interests of users.

(b) The amendment does not contradict the purpose of these Rental Terms and Conditions and is reasonable in light of the necessity of the amendment, the appropriateness of the amended content, and other relevant circumstances.

(c) In the cases described above, the Company shall specify the effective date of the amended Rental Terms and Conditions and shall notify users of the fact of the amendment, the amended content, and the effective date by posting such information on the Company's official website or by other appropriate means. The amended Rental Terms and Conditions shall take effect from the specified effective date.

14. Governing Law, Jurisdiction, and Language

The formation, validity, interpretation, and performance of these Rental Terms and Conditions shall be governed by the laws of Japan.

If any dispute arises between the Customer and the Company in connection with these Rental Terms and Conditions or the rental agreement, the court having jurisdiction over the location of the Company's head office shall be the exclusive court of agreed jurisdiction for the first instance.

If there is any discrepancy or inconsistency between the Japanese version of these Rental Terms and Conditions and any translated version in another language, the Japanese version shall prevail.

15. Warning

Skiing and snowboarding are inherently hazardous sports. Customers must acknowledge and understand that the risk of injury is an inherent part of participating in such activities.

Ski/snowboard bindings may release upon impact or under certain other circumstances, which may help prevent injuries or serious accidents. However, the release of bindings is not guaranteed in all situations.

Furthermore, it is difficult to accurately predict in advance under what circumstances the bindings will release. Customers therefore acknowledge and understand in advance that such equipment does not guarantee complete safety.

Contact Information Regarding Rental Terms

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