

# JR Hotel Members Terms of Use

## Article 1. Designation of Member Organization

The designation of the member organization will be JR Hotel Members (hereinafter the “Member Organization”).

## Article 2. Services and Administration

1. Members of the Member Organization (hereinafter a “Member”) may receive the various services when staying at hotels affiliated with the Member Organization, and using restaurants (some exceptions apply) and facilities for ceremonies (some exceptions apply) in such hotels (hereinafter “Facilities”).

2. For more details on the Facilities and the various services, see the website below (hereinafter the “Official Website”).

URL: <http://www.jrhotel-m.jp/>

3. The Member Organization will be administered by NIPPON HOTEL Co., Ltd. (Head office: 1-6-1, Nishi-Ikebukuro, Toshima-ku, Tokyo).

## Article 3. Member Qualifications

1. Upon agreeing to these Member Terms of Use (hereinafter these “Terms of Use”) and then applying through the procedures set forth in Article 4 and receiving approval, you will become a Member.

2. Only individuals will be eligible for the Member Organization. Corporate entities may not apply.

3. Members will adhere to all relevant laws and regulations, these Terms of Use, the accommodation terms and conditions and other terms of use specified by Facilities when receiving services provided in the Facilities.

## Article 4. Becoming a Member

1. You will use any of the following methods to become a Member:

(1) Apply directly to a Facility by entering the required information in the specified form (it may not be possible to apply directly to some Facilities)

(2) Register by entering the required information on the Official Website; or

(3) Apply using another method specified by the Member Organization.

2. Members may register an IC card specified by the Member Organization as their membership identification (hereinafter an “IC Membership ID”).

3. For Members who do not register with an IC card specified by the Member Organization as set forth in Article 4.2, one (1) non-IC Membership ID will be issued for each Member (hereinafter an IC Membership ID and a non-IC Membership ID will be collectively referred to as a “Membership ID”). After receiving the non-IC Membership ID, Members will immediately sign the signature field on the reverse side of their non-IC Membership ID.

4. Members are provisionally registered upon registering through the Official Website. Members are then required to register with an IC Membership ID or receive a non-IC Membership ID at the corresponding Facility (there may be exceptions).
5. Members will be eligible to receive various services at Facilities for their next use after registering their IC Membership ID or receiving their non-IC Membership ID. Additionally, if Members register through the Official Website, the Members will be eligible to use the Member's exclusive plan.
6. When applying, you may be requested to show documents to verify your identity (hereinafter the "Supporting Documentation").
7. Applications may only be made by the prospective member and may not be made by proxy.

#### **Article 5. Membership Fees/Annual Dues**

No membership fees or annual dues will be charged.

#### **Article 6. Definition of JR Hotel Members' Points**

JR Hotel Members' Points (hereinafter "Points") means the points granted to Members by Facilities.

#### **Article 7. Rights of Member**

1. Only the Member may use the Membership ID, and any and all rights as a Member such as the benefits set forth in Articles 8 and 10 may not be transferred, lent or otherwise granted to third parties.
2. Non-IC Membership IDs without a signature on the reverse side will be void and ineligible to receive any benefits.
3. Member registration will be for one (1) person at a time (single registration). If a Member possesses multiple Membership IDs, the Member will promptly declare this to a Facility and retain any one (1) of the Membership IDs. If the remaining Membership IDs are non-IC Membership IDs, such Membership IDs will be returned to the Facilities, or if the remaining Membership IDs are IC Membership IDs, the registration of such Membership IDs will be cancelled.

#### **Article 8. Member Benefits**

1. In addition to acquiring Points, Member benefits specified by the Member Organization or a Facility. Check the Official Website for benefit details.
2. Benefits including the granting/use of Points may be received for the next use after becoming a Member.
3. Members will present their Membership IDs to the staff of Facilities when visiting or settling their bill to receive member benefits. If a Member does not present their Membership ID, the Member may not be able to receive benefits. Additionally, Members may not receive member benefits retroactively even if the Members present their Membership ID after the use of the Facility.
4. Member benefits may be changed without notice to Members. The latest member benefits posted on the Official

Website will apply, and past benefits that have been abolished or changed will not be applied.

5. Member benefits may not be used in conjunction with other benefits.

#### **Article 9. Granting of Points**

1. Points will be granted based on the bill amounts of accommodation and use of restaurants at the Facilities (taxes excluded). In addition to granting of the Points based on bill amounts, Points may be granted through campaigns.

2. Members will not be eligible for Points in the following circumstances:

(1) If bookings are made through travel agencies or internet websites other than the official booking websites of Facilities;

(2) If Points are used to make a purchase (Points will be granted for bill amounts actually settled minus the amount of the Points used);

(3) If discounts other than membership discounts are applied when using restaurants at Facilities;

(4) If free accommodation or free use coupons issued by Facilities are used;

(5) With products offered exclusively by Facilities, the fees of which are applied outside of the Member Organization;

(6) With Facility use tickets issued by the Member Organization; or

(7) Otherwise, Facilities specify non-eligible cases (e.g. non-eligible products and non-eligible ways to use Facilities).

3. Points will be granted according to the conditions set forth by the Member Organization after a certain period of time has passed since the purchase has been made.

4. Points will be granted according to be the latest conditions set forth by the Member Organization at the time when the Points are granted.

5. Points for the accommodation and use of restaurants at Facilities will be granted only for the bill amount settled on site by the Member, or the pre-paid bill amount settled through the official booking website.

6. The conditions under which Points are granted for fees ancillary to accommodation fees may vary by Facility. Check with the Facility for more details.

7. Points will not be granted to multiple Members for a single bill. Check the Official Website for more details on other conditions under which Points are granted.

#### **Article 10. Use of Points**

1. When the conditions set forth by the Member Organization have been met, Points may be used in one (1) yen units with one (1) point equaling one (1) yen at the time of bill settlement on site for accommodation and use of restaurants at Facilities (Points may not be used at some Facilities).

Should Members be unable to present their Membership ID, such as in case that they have lost it, the Members may not use their Points.

2. No change will be given when Members use Points to settle their bills. Additionally, Points may not be exchanged for cash.
3. Use of Points will be restricted to Members. When using Points, Members may be requested to provide their name, address, age, telephone number or other information (hereinafter the “Member’s Information”) and to present the Supporting Documentation.
4. Points may not be used when pre-paying on a date other than the date of use of Facilities, when paying a deposit prior to settling the bill, or for products especially specified by the Facilities for accommodation and use of restaurants.

**Article 11. Exchanging Points**

When the conditions specified by the Member Organization have been met, Members may exchange their Points for products or services affiliated with the Member Organization. Members will be required to take the specified procedures to exchange their Points. Check the Official Wete for more information.

**Article 12. No Transfer of Points**

No Points may be tallied with nor transferred among Members.

**Article 13. Cancellation of Points**

In the following circumstances, the Member Organization may cancel a portion or all of the Points held by Members:

- (1) If a Member engages in conduct that breaches these Terms of Use, the accommodation terms and conditions, other rules (terms) of use, or other terms and conditions specified by the Member Organization or the Facility;
- (2) If a Member engages in conduct that violates laws and regulations; or
- (3) If a Member engages in any other wrongful conduct or otherwise the Member Organization deems cancellation of Points as a reasonable course of action.

**Article 14. Point Expiration Date**

1. Eligible points will be calculated annually on March 31 and are valid for 2 years from that date.
2. Points will become void after the expiration date.

**Article 15. Reissuance of Points**

If Points are lost (including becoming void), except for cases attributable to the Member Organization or a Facility, neither the Member Organization nor the Facility will take any responsibility and liability and no Points will be reissued.

**Article 16. Point Validity**

Member's doubts regarding the granting of Points and Point validity will be as determined by the Member Organization.

#### **Article 17. Update on Member's Information**

If the Member's Information changes, Members will log in to the official booking website and update their information on their member page (hereinafter the "My Page"), or notify a Facility and update their information following the specified procedures.

#### **Article 18. Handling of Lost, Stolen, Damaged or Exchanged IC Membership ID**

1. Should Members lose, damage or have stolen their IC Membership ID, the Members will take procedures to have another IC card re-issued according to the "Rules for Handling IC Card Tickets" stipulated by the IC card issuing company or other terms and conditions, and will promptly notify their closest Facility.
2. When the measures set forth in Article 18.1 are complete, the Member may apply to re-register the IC Membership ID, and may continue to use their Points once the Member's Information is confirmed. Upon such re-registration, Members may be requested to present their Supporting Documentation.
3. If an IC card is exchanged due to the reasons of the IC card issuing company and the Member's Membership ID cannot be read at a Facility, the IC Membership ID will be re-registered upon confirming the Member's Information. Upon such re-registration, Members may be requested to present their Supporting Documentation.
4. The procedures set forth in Articles 18.2 and 18.3 will be taken directly by the Member at a Facility.
5. Notwithstanding the provisions set forth in Articles 18.1 through 18.4, neither the Member Organization nor the Facility will assume any responsibility or liability for any damage incurred through the loss, theft or damage of an IC Membership ID.

#### **Article 19. Handling Loss, Theft and Damage of non-IC Membership ID**

1. Should Members lose, damage or have stolen their non-IC Membership ID, the Members will promptly notify a Facility.
2. In the case of Article 19.1, the Member may apply to re-issue their non-IC Membership ID, and may continue to use their Points once the Member's Information is confirmed. Upon such re-registration, Members may be requested to present their Supporting Documentation.
3. The procedures set forth in Article 19.2 will be taken directly by the Member at a Facility.
4. Notwithstanding the provisions set forth in Articles 19.1 through 19.3, neither the Member Organization nor the Facility will assume any responsibility or liability for any damage incurred through the loss, theft or damage of a non-IC Membership ID.

#### **Article 20. Withdrawal of Membership**

In any of the following circumstances, membership will be withdrawn. In withdrawing a membership, all benefits

and Points will become void:

- (1) The Member requests to withdraw their membership;
- (2) The Member dies; or
- (3) Three (3) years have elapsed since the last use of a Facility.

2. Notwithstanding Article 20.1, in the case of Article 20.1.(2) (The Member dies.), the Member's legal successor, who is also a Member, may be allowed to inherit the number of Points available as of the day on which the Member died by submitting the specified application form, written evidence, etc. within six (6) months from the date of death of the Member.

### **Article 21. Revoking Membership**

In any of the following circumstances, membership will be revoked. In revoking a membership, all benefits and Points will become void. Members will not be notified when their membership is revoked:

- (1) If false declaration was given at the time of becoming a Member;
- (2) If the Member's contact details, such as address or telephone number, become unknown;
- (3) If a Member fails to pay or delays paying fees, such as the accommodation fees specified in the accommodation terms and conditions;
- (4) If a Member fails to adhere to these Terms of Use, laws and regulations, the accommodation terms and conditions or other rules (terms) of use;
- (5) If a Member causes significant damage to the reputation of the Member Organization and the Facility, and disturbs the order;
- (6) If a Member is an affiliate of an organized criminal group ("boryokudan"), organized criminal group member, organized criminal group quasi-member, corporate racketeer ("sokaiya"), group engaging in criminal activities under the pretext of conducting social campaigns ("shakai-undo-to-hyobo-goro"), group engaging in criminal activities under the pretext of conducting political activities ("seiji-katsudo-hyobo-goro"), crime group specialized in intellectual crimes ("tokushu-chino-boryokushudan") or other anti-social forces (hereinafter "Anti-social Forces"), or otherwise has intimate affiliations with Anti-social Forces;
- (7) If a Member engages in violence, injury, compulsion, intimidation, extortion, fraud or any similar act thereto;
- (8) If, in the use of a Facility, a Member engages in a wrongful conduct or troublesome behavior; or
- (9) In any other situation deemed inappropriate by the Member Organization.

### **Article 22. Disclaimer**

1. In the event of force majeure, such as natural disaster or an interruption of telecommunications, or if deemed necessary by the Member Organization, the provision of eligible services to Members may be suspended without prior notice to Members.

2. If Member's registered information changes but no update is made on such registered information as set forth in Article 17, neither the Member Organization nor the Facility will assume any responsibility or liability for

damages incurred as a result of such failure to update.

### **Article 23. Handling of Personal Information**

#### 1. Acquisition of Personal Information

The Member Organization and Facilities will express the purpose of use and acquire a Member's personal information within the scope necessary to achieve such purpose.

#### 2. Purpose of Use of Personal Information

The personal information acquired by the Member Organization and Facilities will be used only for the following purposes. Additionally, such personal information will not be used beyond the extent of the purpose of use without the consent of the Member.

- (1) For providing services such as internet bookings and other ancillary duties;
- (2) For providing notifications on important matters, such as changes to benefits and the Member Terms of Use of the Member Organization;
- (3) For disseminating information regarding products, services, events and other business activities of the Member Organization, Facilities, the group companies of the East Japan Railway Company, the group companies of the Central Japan Railway Company, the group companies of the West Japan Railway Company, and the group companies of the Kyushu Railway Company;
- (4) For the handling of inquiries and requests for information;
- (5) To carry out prize competitions and campaigns;
- (6) To exercise rights and perform obligations under laws and regulations;
- (7) For assessing the use of Facilities and for analysis to improve products and services; or
- (8) For other purposes of use expressed at the time when personal information is acquired.

#### 3. Notifications and Sales Information through e-Mail and Conventional Mail

The Member Organization may provide notifications and sales information by telephone, e-mail or conventional mail based on the purpose of use set forth in Article 23.2. If Members do not wish to receive these notifications, this service will be halted after Members have completed the procedures specified by the Member Organization.

#### 4. Disclosure and Provision of Personal Information to Third Parties

Personal information acquired by the Member Organization and Facilities will not be provided to third parties without the prior consent of the Member, except in cases stipulated by laws and regulations.

Additionally, if the handling of personal information is contracted out to a third party within the scope necessary to achieve the purpose of use, the Member Organization and Facilities will execute a confidentiality agreement with the contractor, and instruct such contractor to adequately manage the personal information as well as appropriately supervise such management.

#### 5. Joint Use of Personal Information

In order to provide higher added-value services, the Member Organization and Facilities will jointly use the personal information as follows.

Additionally, if separate provisions on the handling of personal information are specified by the Member Organization or a Facility, these separate provisions will be followed.

Scope of Parties Involved in Joint Use	The Member Organization and managing companies of Facilities*1
Purpose of Joint Use	Pursuant to the purpose of use of personal information set forth in Article 23.2
Information Subject to Joint Use	Internet booking ID/password; name (including furigana reading); gender; birthdate; e-mail address; home address; telephone/fax number; workplace; workplace address; workplace telephone/fax number; use information and history of Facilities*2
Personal Information Manager	JR Hotel Members' Secretariat, NIPPON HOTEL Co., Ltd.

\*1 East Japan Railway Company; NIPPON HOTEL Co., Ltd.; HOTEL METROPOLITAN TAKASAKI Co., Ltd.; HOTEL METROPOLITAN NAGANO Co., Ltd.; Sendai Terminal Building Co., Ltd.; Morioka Terminal Building Co., Ltd.; Akita Station Building Co., Ltd.; JR East Niigata City Create Inc.; JR East Tohoku Sogo Sevice Co., Ltd.; Hotel New Grand Co., Ltd.; JR Kyushu Hotels Co., Ltd.; JR Kyushu Station Hotel Kokura Co., Ltd.; JR Tokai Hotels Co., Ltd.; WEST JAPAN RAILWAY HOTEL DEVELOPMENT, LTD. ; Hotel Granvia Osaka Co., Ltd.; Hotel Granvia Okayama Co., Ltd.; Hotel Granvia Hiroshima Co., Ltd.; Wakayama Terminal Building Co., Ltd.; Nara Hotel Co., Ltd.; Amagasaki Hotel Development, Ltd.; West Japan Railway HOLONIC Co., Ltd. ; JR Shikoku Hotels Co., Ltd.

\*2 Member use information and history of Facilities including their use information and history prior to becoming a Member of the Member Organization will be jointly used by the Member Organization and Facilities.

#### 6. Management of Personal Information

The Member Organization and Facilities will appropriately manage personal information and take suitable safety measures, such as reasonable technical measures to prevent unauthorized access to personal information and the loss, damage, alteration or leakage of personal information, and will make efforts to continuously correct and improve these measures. Additionally, the Member Organization and Facilities will make efforts to keep the retained personal information accurate and up-to-date within the scope necessary to achieve the purpose of use, and suitably supervise personnel handling such personal information.

#### 7. Notification of Purpose of Use, Disclosure, Correction, Deletion, and Halting Use of Personal Information

If a Member requests the notification of purpose of use, disclosure, correction, deletion, or the halting of use of personal information acquired by the Member Organization or a Facility (hereinafter the "Disclosure etc."), the Member Organization or the Facility will respect the wishes of the Member, and respond such request in a reasonable period of time and within the scope stipulated by laws and regulations upon confirming that the requesting party is the Member.



However, such request may be refused if the request violates laws and regulations, such request is likely to cause harm to the life, body or property of a third party, such request is likely to cause a significant disruption in the proper conduct of the business of a company or a Facility, the requested personal information does not exist, the requesting party's identity cannot be confirmed, or the requesting party fails to pay the specified fees.

When making a request for the Disclosure etc. for personal information, download and fill out the necessary fields of the specified application form from the Privacy Policy (URL: <http://www.jrhotel-m.jp/privacy/>) on the Official Website, enclose the Supporting Documentation as well as the processing fee, and send by registered mail to the Personal Information Contact Desk listed below. Please note that requests made by the other means (including by coming in person) will not be answered. Additionally, Members may access and correct the Member's Information via the My Page.

[Personal Information Contact Desk]

Personal Information Contact Desk, JR Hotel Members' Secretariat, NIPPON HOTEL Co., Ltd.

Address: 1-11-1 Nishi-Ikebukuro, Toshima-ku, Tokyo 171-0021

#### **Article 24. Change to Terms**

These Terms of Use may be changed, revised or abolished without notice. In case there is any change to these Terms of Use, the details and effective date of the change will be posted to the Official Website.

Check the Official Website prior to use.

#### **Article 25. Termination of Member Organization**

The Member Organization may be terminated with prior notice posted to the Official Website. Upon termination, any unused Points and benefits will be cancelled.

#### **Article 26. Governing Law**

These Terms of Use will be governed by laws and regulations of Japan.

#### **Article 27. Jurisdiction**

It is agreed that any disputes between Members and the Member Organization will be subject to the exclusive jurisdiction of the Tokyo District Court.

#### **Article 28. Language**

These Terms of Use in Japanese shall be the official version hereof. Even in case these Terms of Use are translated into any other language, only the Japanese version of these Terms of Use shall have legal effect.

Revised on January 1, 2021