Madarao Kogen Ski Resort

Terms for Snow-Sports Instruction and Other Commercial Activities

Madarao Hospitality G.K. (the “Company”) hereby establishes these Terms for snow-sports instruction, guiding, filming and other commercial activities at Madarao Kogen Ski Resort (the “Ski Resort”), which is operated by the Company.

Article 1 (Purpose)

These Terms are intended to appropriately manage commercial activities at the Ski Resort, ensure the safety of general guests, participants in commercial activities, Company employees and other persons concerned, and maintain orderly use of the slopes and lift facilities.

Article 2 (Scope and Definitions)

1. These Terms apply to any corporation, organization or individual that uses the facilities or managed area of the Ski Resort for business or profit-making purposes, regardless of whether the benefit is described as a fee, remuneration, membership fee, participation fee, advertising revenue, sales promotion or otherwise (a “Commercial Operator”).

2. Commercial activities include:

(1) schools, instruction, training, and private or group lessons in skiing, snowboarding or other snow sports;

(2) guiding, escorting, accompanying and tours within the managed area;

(3) advertising or promotional filming performed in return for remuneration, products, services or other economic benefits from a company, organization or other third party; production of sponsored content; production of monetized content principally for filming or recording; and other commercial filming; and

(4) events, competitions, trial sessions, product testing, promotions, surveys and any other activity that the Company determines to be a commercial activity.

3. These Terms do not apply to the following activities or operators, provided that any conditions separately imposed by the Company for safety management or resort operations must be followed:

(1) snow-sports instruction conducted within the approved scope by a person recognized by the Company as an Official School;

(2) reporting, filming, recording or dissemination of information by news organizations, media, influencers or other persons at the request or invitation of the Company;

(3) unpaid instruction, advice or accompaniment that involves no fee, remuneration, honorarium, product, service or other economic benefit and is not undertaken for business or profit; and

(4) any other activity that the Company exempts in writing or electronically.

4. Private filming and posting on social media by a general guest using a smartphone, handheld camera or similar device as an incidental part of ordinary resort use will, in principle, not constitute a commercial activity, even if the account has monetization enabled. This excludes advertising or promotion performed in return for an economic benefit from a third party, monetized content produced principally for filming or recording, and anything the Company determines to be commercial filming.

5. Notwithstanding the preceding paragraph, filming or flying a drone or other unmanned aircraft is prohibited in principle, whether for private or commercial use. The Company may make an exception where the flight or filming has been applied for in advance, specially approved by the Company and accompanied by Company staff.

Article 3 (Advance Application and Permission)

1. Before conducting a commercial activity, a Commercial Operator must apply by the method prescribed by the Company and obtain permission. The same applies to any change in the application.

2. Permission is valid only for the applicant, date, activity, instructors or staff, number of participants and location stated in the application, and may not be transferred, lent or succeeded to by a third party.

3. Permission does not constitute any warranty by the Company regarding the operator’s skill, qualifications or legal compliance, or the safety of the activity.

Article 4 (Application Deadline, Required Information, Qualifications and Insurance)

1. An application must, in principle, be filed at least seven days before the activity. For activities during the year-end/New Year period, three-day weekends or other busy periods designated by the Company, group filming, large-scale events, or activities requiring substantial review or coordination, the deadline separately designated or announced by the Company applies. The Company may make an exception.

2. The applicant must provide its corporate or organization name or personal name, address, representative, on-site manager, contact details, date and time, activity, location, meeting place, number of participants, names of instructors or staff, and any other information requested by the Company.

3. Qualification certificates must be submitted for every instructor or guide. For a foreign national conducting instruction or guiding, the applicant must submit the identity page of the passport, both sides of the residence card (if issued), and a designation document, permission to engage in an activity other than that permitted under the status of residence, a certificate of authorized employment, or other documentation showing the scope of the status of residence and work authorization permitting the proposed activity in Japan.

4. Qualification requirements for ski or snowboard instruction are as follows:

(1) A person qualified by the Ski Association of Japan (SAJ), Japan Snowboarding Association (JSBA), or Professional Ski Instructors Association of Japan (SIA) may apply after first confirming the proposed activity with a Company Official School affiliated with the organization under which that person is qualified.

(2) Activity based on an overseas instructional qualification is permitted only where the person currently holds a status of residence and work authorization that legally permits the relevant instruction in Japan and the scope of the activity can be confirmed from the documents described in paragraph 3.

(3) Any qualification other than those in the preceding two items is treated as equivalent to no qualification for review under these Terms.

5. A guide must hold an appropriate guiding qualification for the activity and area, together with a first-aid, emergency-care or other rescue qualification accepted by the Company, and must submit certificates for both.

6. A person who does not satisfy paragraphs 4 and 5 may not conduct snow-sports instruction or guiding.

7. A Commercial Operator must carry liability insurance covering the commercial activity and its full duration, with a limit of at least JPY 300 million per accident, and must submit a policy, certificate of insurance or other evidence. The insured persons, territory, period and covered activities must correspond to the application.

8. Each applicant and participant is responsible for confirming the person's status of residence, work authorization and legal compliance. The Company checks whether required documents are present, what they state and whether they correspond to the application, but does not make legal determinations such as whether a "work visa exemption" applies or warrant legality. The Company may request a certificate, response or other document issued by the Immigration Services Agency or another competent public authority and may refuse permission if the matter cannot be confirmed.

9. In addition to the foregoing, the applicant must submit a participant list, activity plan, safety management plan or other materials if requested.

10. The Company may refuse or revoke permission if an application or supporting material contains a false statement, error or material omission.

Article 5 (Review and Refusal)

The Company may comprehensively consider safety management, effects on general guests, congestion, activity history, verification of qualifications and insurance, compliance with laws and Company rules, and other circumstances, and may impose conditions or refuse permission. Unless required by law, the Company has no obligation to disclose its reasons.

Article 6 (Registration Fee and Tickets)

1. A Commercial Operator that receives permission (a "Permitted Commercial Operator") must pay a fixed registration fee of JPY 50,000 per operating day, excluding consumption tax, regardless of activity category or numbers of instructors, staff or participants. The fee must be paid in cash at the Information Center before the activity begins on the day of use.

2. Paragraph 1 does not apply to an Official School recognized by the Company. Its fee, facility conditions and other terms are governed by its separate agreement with the Company.

3. Each operator, instructor, staff member and participant must purchase a valid Ticket required for use. Permission and the registration fee do not include a Ticket.

4. A paid registration fee is refundable under the same standards as the Lift Ticket Refund Schedule separately established by Madarao Kogen Ski Resort.

Article 7 (On-site Manager and Participant Numbers)

1. A Permitted Commercial Operator must appoint an on-site manager for each activity and remain reachable by the Company throughout the activity.

2. One instructor or guide may supervise no more than ten participants at the same time.

3. Where participants include beginners or children, the Company may, after considering the filed numbers, ages and abilities, activity and location, timing, congestion and other circumstances, set an individual limit below ten, require additional instructors or guides, or impose other permission conditions when necessary for safety.

4. For filming, events or other activities for which paragraph 2 is unsuitable, the Company will individually determine maximum numbers and the required safety-management structure.

Article 8 (Issue, Wearing and Return of Identification Items)

1. After payment of the registration fee under Article 6, the Company may issue at the Information Center and require designated instructors, guides or other persons to wear an armband, bib or other identification item designated by the Company (an “Identification Item”). The Company determines the type based on the activity, safety management and other circumstances.

2. If an Identification Item is issued, the operator must ensure that the designated person wears it at all times during the activity and presents it when requested by Company staff. It may not be transferred, lent or used by an unauthorized person.

3. The operator must promptly return every issued Identification Item to the Information Center after the activity.

4. If an Identification Item is lost or damaged, the Company may charge the operator the actual replacement, repair or other necessary cost.

Article 9 (Rules of Conduct)

1. A Permitted Commercial Operator must apply in advance for its meeting place and may assemble only at the location approved by the Company.

2. Before starting, the operator must confirm with the Company the areas where instruction or other activity is permitted or prohibited that day.

3. If new prohibited areas, restrictions or conditions arise after commencement due to weather, snow, congestion, an accident, lift or facility operations or other circumstances, the operator must follow on-site staff instructions and immediately change the location or content, or suspend or cancel the activity.

4. The operator must ensure that its instructors, staff and participants:

(1) comply with laws, these Terms, the Madarao Kogen Ski Resort Terms of Use and Conditions of Carriage, published safety notices, signs and Company staff instructions;

(2) monitor weather, snow, surface conditions, visibility, courses, lift operations, congestion, and participant ability and condition, and appropriately change or cancel the activity;

(3) do not obstruct general guests' skiing, lift boarding, passage, rest or rescue operations and do not keep a group stopped on a course for an extended time;

(4) do not enter, or permit participants to enter, prohibited or restricted areas, closed courses, lift work areas or other restricted places;

(5) use Tree Run Courses within the managed area in the same manner as ordinary courses and follow their operating status, signs, notices and staff instructions;

(6) endeavor to wear, and have participants wear, helmets and other protection appropriate to the activity;

(7) immediately notify the Company of any accident, injury, missing person, facility abnormality or serious danger and cooperate with rescue and safety management;

(8) do not solicit, sell goods, exchange money, display or distribute advertisements, occupy facilities or install equipment beyond the permission;

(9) lawfully and appropriately handle participants' personal information, likenesses and filming consent; and

(10) do not fly or film with a drone or other unmanned aircraft, except where applied for in advance, specially approved and accompanied by Company staff.

Article 10 (Activities Outside the Managed Area)

1. An "Official Backcountry Tour Operator" means an operator recognized by the Company as official and holding an individual agreement with the Company for tours outside the managed area.

2. In principle, no other Commercial Operator may use the Ski Resort's lift facilities to enter outside the managed area and conduct snow-sports instruction or guiding there.

3. The Company may make an exception if the operator applies in advance with the date and time, lifts, proposed route, activity area, participants, qualifications, equipment, safety structure, emergency response and other requested information and receives individual permission. Activity is limited to the permission and its conditions.

4. Conditions, fees and safety management for Official Backcountry Tour Operators are governed by their agreements with the Company and separate Company standards.

5. Permission or recognition under these Terms does not mean that the Company organizes the activity, confirms its legality or safety, or guarantees safety outside the managed area.

6. An operator travelling outside the managed area is fully responsible for identifying the boundary using the trail map, on-site notices or other means, and for legality, safety, equipment, planning, participant briefings, emergency response and rescue arrangements.

7. Even where lifts or facilities are used for such an activity, the Company assumes no duty to patrol, rescue, search or otherwise manage safety outside the managed area. The Company may provide support within its capabilities if requested by police, fire services or another public authority.

8. If an operator active outside the managed area assembles, registers, briefs, solicits, films, occupies facilities or otherwise conducts business within the Ski Resort, these Terms and the Company's permission conditions also apply to that on-resort conduct.

Article 11 (Change, Suspension and Cancellation)

1. Due to weather, snow, avalanche or other natural conditions; lift or facility operations; congestion; accidents; rescue activity; safety or operational necessity; or another unavoidable circumstance, the Company may suspend applications or order a permitted activity to change its place, time or numbers, or to be suspended or cancelled.

2. The operator must immediately comply with such order and all Company staff instructions.

Article 12 (Unauthorized Commercial Activity and Enforcement Measures)

1. If Company staff identify an unauthorized commercial activity by speaking to or checking the persons concerned, the first occurrence will result in a warning and a request that the operator or person immediately cease that activity.

2. If an unauthorized school or instructor continues a lesson after the warning, the Company will suspend the instructor's Ticket, order the instructor to leave, and prohibit the instructor from using the Ski Resort from the following day onward.

3. When taking measures under the preceding two paragraphs, the Company may, to the extent necessary for identity verification, recording the action and preventing recurrence, photograph the operator or person and request presentation of identification and submission of a copy. Photographs, identification copies and other violation records will be stored digitally on the Company's server and handled under Article 15.

4. The Ticket of a participant in an unauthorized school will not be suspended, nor will that participant be required to leave, solely because the person received the lesson. The lesson must cease immediately. This exception does not apply if the participant violates these Terms, the general terms of use, laws or staff instructions.

5. If unauthorized commercial filming is identified, the Company will warn the person to stop immediately. If filming continues, the Company will suspend the person's Ticket and may require the person to leave.

6. On-site staff may issue the warnings in paragraphs 1 and 5 and take immediate cessation or other measures required for safety. A punitive measure under this Article, including Ticket suspension, removal or prohibition of use from the following day, is decided by any one of the Company's Executive Officer, General Manager of the Resort Business Division or Director of the Resort Business Division. This does not prevent urgent on-site action required to maintain safety or order.

7. If an operator violates these Terms, permission conditions, the general terms, laws or staff instructions, or where safety or operations require, the Company may refuse an application, amend conditions, suspend activity, revoke permission, demand return of Identification Items, require departure, refuse lift carriage, or restrict future applications or use.

8. Except in the case of the Company's willful misconduct or gross negligence, the Company is not liable for loss arising from a measure under this Article.

Article 13 (Accident Response and Reporting)

1. If an accident or dispute occurs, the operator must rescue participants, prevent secondary harm, and immediately contact the Company and any necessary public authority.

2. At the Company's request, the operator must report in writing or electronically the circumstances, parties, cause, response and other necessary information, and cooperate with an investigation.

Article 14 (Responsibility and Compensation)

1. A Permitted Commercial Operator conducts the activity at its own responsibility and expense and is responsible for its instructors, staff and participants.

2. If the operator or a related person causes loss to a third party or the Company, the operator must resolve the matter at its own responsibility and expense and compensate the Company for its loss and reasonable response costs.

3. Except in the case of the Company's willful misconduct or gross negligence, the Company is not liable for loss caused by a change, suspension or cancellation arising from weather, snow, lift or facility suspension or changes, congestion, an accident, rescue activity, or another matter beyond the Company's reasonable control.

4. This Article does not apply to the extent that applicable law prohibits exclusion or limitation of the Company's liability.

Article 15 (Personal Information)

1. Personal information obtained through applications, permission, accident response or operation of these Terms will be handled, for application review, identity verification, safety management, communications, enforcement, recurrence prevention, accident or dispute response, legal procedures and related purposes, in accordance with the Madarao Hospitality G.K. Privacy Policy (https://www.madarao.jp/privacy-policy).

2. A Permitted Commercial Operator must prepare a participant list lawfully, including obtaining necessary consent, and submit it on request. The Company will, in principle, retain a participant list until the start of the season following the season in which the activity occurred and promptly delete it thereafter. It may retain the list for a necessary period where required for accident or dispute response, a legal obligation or another legitimate reason.

3. If an accident occurs, the Company may, as permitted by law and the Privacy Policy, provide participant lists or other personal information to police, fire services, insurers, other relevant authorities or businesses to the extent necessary for rescue, search, investigation, insurance handling or another necessary response.

4. If required information is missing, the Company may request the Permitted Commercial Operator to provide additional information concerning participants or other persons. The operator must cooperate promptly to the extent permitted by law.

5. Photographs, identification copies and other violation records obtained under Article 12 will be stored digitally on the Company's server and handled only by authorized persons.

Article 16 (Exclusion of Antisocial Forces)

1. A Commercial Operator represents and warrants that it, its officers, beneficial controllers, instructors and other related persons are not an organized crime group, member thereof or other antisocial force and have no socially condemnable relationship with such forces.

2. If this representation is false, the Company may refuse an application or revoke permission without prior demand.

Article 17 (Amendment)

The Company may amend these Terms when necessary in accordance with applicable law. The amended Terms, effective date and other necessary matters will be announced on the Ski Resort website or by another appropriate method.

Article 18 (Governing Law and Agreed Jurisdiction)

1. These Terms are governed by and interpreted under the laws of Japan.

2. Unless otherwise provided by law, the district court or summary court having jurisdiction over the Company's head-office location will be the agreed court of first instance for disputes concerning these Terms or a commercial activity.

Article 19 (Relationship with the General Terms)

1. In addition to these Terms, the Madarao Kogen Ski Resort Terms of Use and Conditions of Carriage apply to use of the Ski Resort and lifts by operators, instructors, staff and participants.

2. If the two documents conflict, these Terms prevail for matters concerning commercial activities, while the general terms apply to lift carriage and other general use.

3. Except as otherwise provided herein, terms used in these Terms have the meanings given to them in the Madarao Kogen Ski Resort Terms of Use and Conditions of Carriage.

Article 20 (Authoritative Language)

If these Terms are translated into English or any other language, the Japanese version is authoritative. If there is any difference in interpretation or inconsistency between a translation and the Japanese version, the Japanese version prevails.

Supplementary Provisions

1. These Terms take effect on 1 September, 2026.

2. Applications received before the effective date will be handled separately by the Company.

Annex 1 Commercial Activity Application Form

Submit at least seven days before the activity in principle. Separate deadlines apply to busy periods, group filming and large-scale events.

Application / reference	Application date: ____ / ____ / _____ Reference: _____ (Company use)
Applicant	Company/organization: _____ Representative: _____ Address: _____ Telephone: _____ Email: _____
On-site manager	Name: _____ Mobile number during activity: _____
Activity category	☐ School ☐ Private lesson ☐ Guiding ☐ Commercial filming/recording ☐ Event/competition ☐ Other: _____
Date and time	Date: ____ / ____ / _____ From _____ to _____
Alternative date	____ / ____ / _____ ☐ None
Activity and purpose	_____ _____
Location and route	Requested areas/courses: _____ Planned lifts: _____ Travel outside managed area: ☐ No ☐ Yes (attach separate plan)
Meeting place	_____
Numbers	Instructors/guides/staff: ____ Participants: ____ Beginners: ____ Children: ____ Ages: ____ to ____
Personnel	List names, roles, qualification names and numbers (separate list permitted): _____
Filming/equipment	☐ Not applicable ☐ Camera ☐ Tripod ☐ Lighting ☐ Audio ☐ Other Drone: ☐ Not used ☐ Special permission requested (attach flight plan, etc.)
Insurance	Insurer: _____ Policy no.: _____ Coverage period: _____ Per-accident limit: JPY _____
Immigration/work	Foreign personnel: ☐ No ☐ Yes (attach required documents)
Safety/emergency plan	Equipment, communications, first-aid person, evacuation, etc.: _____

Confirmation	☐ We will comply with these Terms, the general terms and staff instructions. ☐ We will lawfully obtain participant information and provide all necessary notices and consents for submission and accident-related disclosure. Authorized signature: _____

Annex 2 Supporting Documents Checklist

Submit all applicable documents with the application. The Company may request additional materials.

General	☐ Application form ☐ Company/organization profile or identification ☐ Personnel list and participant list ☐ Activity plan and area map ☐ Safety plan and emergency contacts
Qualifications	☐ Instructor/guide certificate copies ☐ Rescue/first-aid certificate copies ☐ Evidence of validity and authorized scope ☐ For SAJ/JSBA/SIA holders, evidence of prior confirmation with the relevant Company Official School
Foreign personnel	☐ Passport ☐ Residence card (if issued) ☐ Designation, permission for outside activity, certificate of authorized employment, etc. ☐ Public-authority evidence confirming lawful activity in Japan, if requested
Insurance	☐ Liability policy/certificate ☐ Evidence of insured persons, territory, period and activity ☐ Confirmation of at least JPY 300 million per accident
Filming/events	☐ Proposal/script/media information ☐ Locations, schedule, cast, staff and equipment list ☐ Guest-flow and safety plan ☐ Drone plan and required approvals, if specially requested
Outside managed area	☐ Lifts, route and area map ☐ Participants, equipment, communications and emergency plan ☐ Guiding/rescue qualifications and insurance
Company use	Received: ____ / ____ / _____ Staff: _____ ☐ Complete ☐ Additional documents requested by: ____ / ____ / _____ Missing items: _____

Annex 3 Commercial Activity Permission Notice

This notice is valid only for the stated date, activity and conditions. Permission does not warrant qualifications, legality or safety.

Reference / notice date	Reference: _____ Notice date: ____ / ____ / _____
To	Company/organization/person: _____
Decision	☐ Approved ☐ Approved with conditions ☐ Refused
Approved activity	Category: _____ Date/time: _____ Location/meeting place: _____ Personnel: ____ Maximum participants: ____
Registration fee	JPY 50,000 excluding consumption tax × ____ day(s) Tax: JPY _____ Total: JPY _____ Pay cash at the Information Center before the activity on the day of use.
Identification Items	Type: ☐ Armband ☐ Bib ☐ Other: _____ Quantity: ____ Issue/return: Information Center
Conditions	See Annex 4 Permission Conditions / Other: _____
Reason for refusal etc.	_____
Company approval	Prepared by: _____ Reviewed by: _____ Approved by: _____ Madarao Hospitality G.K. / Madarao Kogen Ski Resort

Annex 4 Commercial Activity Permission Conditions

Use with the Permission Notice. Check applicable conditions and state any specific requirements.

Basic conditions	☐ Comply with these Terms and the general terms ☐ Confirm permitted/prohibited areas before starting ☐ Immediately follow staff instructions and additional restrictions ☐ Obtain prior approval for changes
Numbers/staffing	Maximum participants: ____ Instructors/guides: at least ____ ☐ Additional staff required for beginners/children ☐ Qualified first-aid person required at all times
Place/time	Permitted area: _____ Prohibited area: _____ Time: _____ to _____ Meeting place: _____
Filming/equipment	☐ Do not obstruct guest routes ☐ Use tripods/lighting only in designated places ☐ Appropriately handle identifiable images of guests ☐ Drone permitted only while accompanied by Company staff Accompanying staff: _____ Permitted flight area: _____
Outside managed area	☐ Limited to approved lifts, route and area ☐ Boundary checks, safety, equipment, planning, briefings and rescue are the operator's responsibility ☐ The Company does not guarantee safety outside the managed area Additional conditions: _____
Identification/day-of-use	☐ Pay the fee and collect the designated Identification Item before starting ☐ Wear each issued item throughout the activity ☐ Return each item after the activity
Specific conditions	_____ _____
Acceptance	We accept and will comply with the above conditions. Applicant signature: _____ Date: ____ / ____ / _____

Annex 5 Accident or Serious Incident Report

First perform rescue and notification. Submit this form promptly after an accident, injury, missing person, facility abnormality, serious danger or participant dispute.

Basic information	Reference: _____ Report date: ____ / ____ / _____ Permitted Commercial Operator: _____ Reporter: _____ Contact: _____
Occurrence	Date/time: ____ / ____ / _____ at _____ Place/course/landmark: _____ Weather/surface/visibility: _____
Category	☐ Injury ☐ Collision ☐ Missing person ☐ Avalanche/natural event ☐ Facility abnormality ☐ Dispute ☐ Other: _____
Person involved	Name: _____ Age: ____ Contact: _____ Address: _____ Affiliation/role: _____ Ticket no.: _____
Circumstances	Events before and after, positions, speed, instructions, etc.: _____ _____
Injury/damage	Injured area, symptoms, property damage, etc.: _____
Initial response	Rescue/first aid: _____ Company notified at: _____ Recipient: _____ Police: ☐ Yes Fire/ambulance: ☐ Yes Transport: ☐ Yes ☐ No Destination: _____
Witnesses	Names and contacts: _____
Insurance	Insurer: _____ Policy no.: _____ Claim no.: _____ Handler/contact: _____
Attachments/missing data	☐ Participant list ☐ Photos/video ☐ Location map ☐ Medical/transport details ☐ Other: _____ Missing information and due date: _____
Company use	Received by: _____ Reviewed by: _____ Disclosed to an authority: ☐ Yes ☐ No Recipient/date/scope: _____ Additional information requested: _____

Annex 6 Registration Fee Payment and Refund Standards

This schedule implements Article 6 of the Terms.

Registration fee	JPY 50,000 per operating day, excluding consumption tax. Fixed regardless of activity category or numbers of personnel and participants.
Tax and total	Consumption tax is added at the applicable rate. Total per day: JPY _____
Deadline/method	Pay cash at the Information Center before the activity begins on the day of use.
Not included	Tickets, equipment, exclusive facility use, accompanying staff, rescue/support and other separately incurred costs.
Refund	The same standards as the Ski Resort's Lift Ticket Refund Schedule apply. Eligibility, amount and procedure are governed by those rules.
Official Schools	This schedule does not apply. The individual agreement between the Company and each Official School governs.
Receipt/control	Reference: _____ Date: ____ / ____ / _____ Amount received: JPY _____ Received by: _____ Item: ☐ Armband ☐ Bib ☐ Other Quantity: ____ Returned: ☐ Yes ☐ No