

## **Ropeway Transportation Rules and Regulations**

### **Article 1: Scope of Application**

1. The Rules and Regulations for Dainichi ropeway transportation business is handled under this “Ropeway Transportation Rules and Regulations”. Matters and events not specified in these Rules and Regulations are handled in accordance with relevant laws and regulations.
2. When Dainichi accedes to concessions which follows the rules and regulations guides and/or other laws and regulations, the rules vary under those concessions regardless of the Rules and Regulations below.

### **Article 2: Instructions from the Staff & Employees**

1. Guests and users must follow instructions from the staff & employees for safety and maintaining order of transportation.

### **Article 3: Undertaking of Transportation**

1. Dainichi will undertake transportation of guests and users, except when refusing under the rules of Article 4, and/or when restricting transportations of guests and users under Article 5.
2. Transporting days and operating hours will be noticed at the stations and offices.

### **Article 4: Refusal of Undertaking of Transportation**

1. Dainichi will refuse to undertake transportation under the following terms.
  - (1) When the application of transportation is not followed by the Ropeway Transportation Rules and Regulations.
  - (2) When the facility equipment is not suitable for transportation.
  - (3) When the user or guest calls for a special burden.
  - (4) When the transportation is against the law, public order, or good customs.
  - (5) When the user or guest is drunk, etc., and there is hindrance to offering safe transportation.
  - (6) When the user or guest is possessing illegal items.
  - (7) When there is hindrance for safe operation under unavoidable reasons such as disaster, etc.
  - (8) When the user or guest does not follow the staff’s instructions.
  - (9) When there are justifiable grounds, other than listed above.

### **Article 5: Restriction of Transportation**

1. Dainichi may restrict users and guests to bringing in personal goods, due to weather conditions and is hard to offer safe transportation.

#### **Article 6: Possession of Boarding Tickets**

1. Users and guests are required to possess boarding tickets to ride the ropeway.

#### **Article 7: Sales of Boarding Tickets**

1. Dainichi will sell boarding tickets at the ticket counter, etc.

#### **Article 8: Validity of Boarding Tickets**

1. All boarding tickets are valid only when used according to the conditions stated on the ticket. Daily tickets and time limited tickets are valid when it is used by one single user.
2. When Dainichi changes the transportation fee, tickets sold prior to the date of change are valid during the date according to the conditions stated on the ticket, regardless of the amount charge stated on the ticket.

#### **Article 9: Invalid Boarding Tickets**

1. The boarding tickets will be invalid if any of the following conditions below apply:
  - (1) Expired Tickets
  - (2) Resold or subleased tickets, and or falsified tickets
  - (3) When a ticket with the user's name listed or written is used by a person other than the listed name.
  - (4) When the ticket is obtained by fraudulent or dishonest means.
  - (5) The original ticket, when rewrote or reissued a new ticket.
  - (6) When the ticket is severely damaged or defaced, and the conditions stated on the ticket is unreadable.

#### **Article 10: Presentation of Boarding Tickets and Punching Tickets**

1. Staff and employee of Dainichi will ask users and guests for presentation of boarding tickets, and confirm, punch, cut off, and or collect the tickets when boarding.

### **Article 11: Boarding Fees**

1. The application methods of fares and fees Dainichi receives relates to the application methods shown at the ticket counter and offices.

### **Article 12: Handling of Users and Guests in Case of Suspension of Transportation**

1. When the ropeway stops and the transportation is suspended by unavoidable reasons such as disasters etc., Dainichi will take necessary actions after the transportation is recovered, for users and guests who possesses the tickets, at Dainichi's risk.

### **Article 13: Extra Fee and Fare**

1. When the user or guest applies to any of the terms listed below, Dainichi will ask for the same amount of the fee and fare, and extra fee and fare of the ticket which the user or guest possess.
  - (1) When the guest or user uses an invalid boarding ticket listed in Article 9.
  - (2) When the guest or user used the boarding ticket to take unauthorized rides.

### **Article 14: Refund and Charges of the Fee in Case the Ropeway is Unable to Operate, or Late**

1. When the ropeway operation is suspended due to weather or reasons due to Dainichi's responsibility, Dainichi will give refund in accordance with the provisions separately stipulated. However, this will not apply when the transportation is suspended for a temporary moment to ensure the safety of transportation due to wind, rain, snow, fog, and other weather conditions etc.
2. When the transportation is suspended or delayed, or when failure of the ropeway occurs and the users and guests are unavailable to board the ropeway, Dainichi will not take any responsibility for damages made directly or indirectly to users and guests, and users and guests can not make claim of any kind to Dainichi, whether the responsibility is at Dainichi or not, except when in the case of Article 14-1.

### **Article 15: Lost Tickets**

1. When the users and guests lose their boarding ticket, they must purchase another ticket, except when Dainichi is able to acknowledge the fact that the user and guest has purchased and lost the ticket.

### **Article 16: Reissuing of Tickets**

1. Dainichi will not reissue the boarding ticket, book of tickets, daily tickets, season tickets, and any other kind of tickets which the user and guest lost.

However, when the user and guest submit a certificate issued by the government which provide the fact that the loss was caused by natural disasters etc., Dainichi will issue a new ticket with the same potency.

#### **Article 17: Starting and Ending of Responsibility**

1. The responsibility of transportation for Dainichi starts when the user and guest ride the gondola, and finishes when the user and guest gets off.

#### **Article 18: Passenger Compliance Matters**

1. Users and guests must follow the compliance matters listed below:
  - (1) When the gondola comes to an emergency stop and resumption of operation is incapable, they must follow instructions from the conductor, staff and employee.
  - (2) Smoking is prohibited while on board.
  - (3) User and guest are not allowed to jump off or get on or off from the gondola, except at designated areas.
  - (4) Users and guests must not rock the gondola.
  - (5) Other actions which interfere the safe transportation of the ropeway is prohibited.

#### **Article 19: Liability to Passengers**

1. When the user and guest is in the event of harm to life or body by the operation of the gondola, and in the following cases, Dainichi will be liable for compensation for any damage caused by this.
  - (1) When the user and guest has followed the matters listed in Article 18.
  - (2) When Dainichi fails to exercise the precautions prescribed by laws and regulations, or when there is defect or impairment of functioning.
  - (3) When the accident was not caused by the intention or negligence of a third party other than the user and guest, or the staff and employee of Dainichi.

#### **Article 20: Responsibility of Personal Items**

1. Dainichi will not take any responsibility for lost or harmed personal items, belongings, and other which the user and guest possess.

#### **Article 21: Responsibility of Users and Guests**

1. Dainichi will claim users and guests for damages, when the damages are caused by intention or

negligence of the user and guest, or when caused by illegal manners or against the Rules and Regulations articles.

**Article 22: Jurisdiction**

1. In the event of a dispute in our transportation business, the court of jurisdiction shall have jurisdiction over the location of the company or office.

Dainichi Co. Ltd.

Supplementary Provision  
Formulated and enforced  
Revised

November 2, 2015  
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