

TERMS & CONDITIONS

Version 1.1 (Revised August 1, 2024)

The following terms and conditions detail the Agreement between SPNHC-TDWG 2024 (hereinafter "organizer(s)", "we", "us", or "our") and participants (hereinafter "traveler", "participant", "you", or "your") of excursions listed on this website. By booking an excursion(s) or virtual tour(s) with us through this website, you agree to all Terms and Conditions laid out below.

If you are booking an excursion on behalf of another traveler, you are responsible for sharing these Terms and Conditions. We will not be liable for failure to share these Terms and Conditions with all travelers.

1. USE OF THE SERVICES

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you, or members of your group is true and correct.

2. EXCURSION COSTS

All listed courses and tours, excluding "Day Trip to Kerama Islands," are directly funded by the Japan Tourism Agency, Ministry of Land, Infrastructure, Transport and Tourism, Government of Japan ("Japan Tourism Agency"), as part of an independent survey with an aim to demonstrate enhanced effects of international meetings held in Japan. All expected fees, unless stated otherwise, will be sustained in full through the budget allocated to the organizers by the Japan Tourism Agency. The participant will not be required to make payment for these fees at the time of booking.

3. BOOKING

3-1. Excursion bus tour booking

Excursion bookings will be made directly through this website. **To ensure fair use amongst participants, each traveler is eligible to book a maximum of two (2) different excursion bus tour courses, provided that the same cancellation terms as provided for under section 5 shall equally apply to each and every course booked under the same traveler's name.** If a traveler wishes to switch courses, a written notification must be submitted to the organizer in accordance with the booking period as provided for under section 4, wherein upon confirmation, a new booking may be made by the traveler.

At the time of booking, you will be required to enter a valid credit card detail, which will be authorized if and only when a cancellation fee is incurred. By booking an excursion through this website, you agree to these Terms and Conditions, including the cancellation terms as provided for under section 5.

3-2. Virtual tour booking

Virtual participants of SPNHC-TDWG 2024 will be given priority registration for virtual tour booking until Wednesday, August 7, 2024. Onsite participants are free to sign up for any virtual tour course after August 7 if seats are still available. Excluding priority registration for virtual participants, there are no further restrictions for virtual tour registration.

4. BOOKING PERIOD

Bookings may be accepted until **August 12, 2024, 17:00 PM (JST)**, or until all seats have been taken. Virtual tour bookings may be accepted until the last business day prior to the tour date, or until all seats have been taken.

5. CANCELLATION POLICY

5-1. Cancellation fee schedule

All relevant dates hereinunder are indicated in reference to local time in Japan (JST). Cancellation of participation in an excursion bus tour must be requested in writing and is effective from the date we receive and confirm the written notification. Cancellations may be made up to eight days prior to the excursion date at no charge; thereafter, a cancellation fee will be incurred at a maximum of 10,000 JPY at the following rates:

- (1) 8 or more days' notice prior to excursion date: No charge;
- (2) 7 to 2 days' notice prior to excursion date: 30% charge;
- (3) 1 day's notice prior to excursion date: 50% charge; and
- (4) Notice received on or past the day of excursion date: 100% charge.

5-2. Cancellation charges

In accordance with the cancellation fee schedule as provided for under subsection 5-1, the organizer will issue a written notification to the traveler stating the amount to be charged with material expense details. Upon mutual confirmation, the organizer will charge the aforementioned amount to the credit card detail on file provided at the time of booking, and the traveler agrees to not make any improper chargebacks.

5-3. Changes and cancellation by local service providers

We will inform you as soon as reasonably possible if changes or cancellations to the excursion program occurs. The organizer reserves the right to cancel or vary any itinerary and substitute components of any excursion in consultation with local service providers retained by the organizer. The standard cancellation provisions under subsections 5-1 and 5-2 still apply to the excursion that has been changed in its itinerary or components.

5-4. Virtual tour cancellations

There is no cancellation policy for virtual tour bookings.

6. FORCE MAJEURE

The organizer assumes no liability for any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: natural disasters, low or high water levels, water or power shortages or failures, riots or civil disturbances, and any other acts of a similar nature, acts of terrorism, war, epidemics, pandemics or warnings or alerts of any kind of nature, or any other circumstances or factors unforeseen by the organizers. On occasion of force majeure, the traveler will not be held responsible for cancellation fees.

7. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE ORGANIZER BE LIABLE IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE TO THE TRAVELER FOR ANY LOSS OF ITEMS, DELAYS, OR ANY INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER IN CONNECTION WITH, ARISING OUT OF, OR RELATED TO THIS AGREEMENT.

THE ORGANIZER DOES NOT PROVIDE, OWN, OR CONTROL THE TRAVEL SERVICES PROVIDED OUTSIDE OF EXCURSIONS, INCLUDING WITHOUT LIMITATION, FLIGHTS, PUBLIC TRANSPORTATION, AND ACCOMMODATIONS. THE ORGANIZER SHALL NOT BE RESPONSIBLE FOR ANY LOSS, INJURY, DELAY, DEFECT, OMISSION OR IRREGULARITY WHICH MAY OCCUR OR BE OCCASIONED, WHETHER BY REASON OF ANY ACT, NEGLIGENCE OR DEFAULT OF ANY COMPANY OR PERSON ENGAGED IN OR RESPONSIBLE FOR CARRYING OUT ANY OF THE ARRANGEMENTS, OR OTHERWISE IN CONNECTION THEREWITH.

8. PHOTOGRAPHY CONSENT & RELEASE

By booking an excursion bus tour or virtual tour with us, you consent to having your photo taken or image recorded and agree to having your image reproduced, shared, processed, or distributed for archive, reporting or media promotion purposes, or any other reason not stipulated in this Agreement.

9. MATTERS NOT STIPULATED IN THIS AGREEMENT

Any matter not stipulated in this Agreement or any dispute, claim, or doubt arising out of or relating to any provision of this Agreement shall be resolved through mutual consultation between the organizer and traveler.