

Terms and Conditions for Use of NARITA PREMIER LOUNGE

Established on 01 December 2019

Narita Airport Business Co., Ltd. (hereinafter, "The Company"), hereby establishes the Terms and Conditions for Use of NARITA PREMIER LOUNGE (hereinafter, "The Terms and Conditions") governing use of NARITA PREMIER LOUNGE (hereinafter, "The Lounge") which is under the management of The Company.

Definitions

Article 1. The Lounge refers to the lounge located in Satellite 1 in Terminal 1, which is available for common use by all airlines.

Conditions for Use of The Lounge

Article 2. The Lounge may only be used by guests specified by the airlines and approved by The Terms and Conditions. Notwithstanding, guests specified by the airlines may not be granted use of The Lounge if they do not accept The Terms and Conditions.

Operating Hours

Article 3. The Lounge shall operate every day of the year from 7:30am to 9:00pm.

Services

Article 4. Guests at The Lounge may use the following services.

- (1) Food and drink (including alcohol)
- (2) Toilets and showers
- (3) Newspapers and magazines (within The Lounge)
- (4) Wi-Fi internet access
- (5) Power outlets

Suspension of Operation

Article 5. Should any of the following apply, The Company may suspend the operation of The Lounge and any of the services provided therein in whole or in part.

- (1) When property is or may be damaged as a result of a disaster or accident;
- (2) When operation of The Lounge is not appropriate for security reasons;
- (3) When works, inspection or cleaning, etc. is to be carried out;

- (4) For any administrative reason not mentioned in the three subparagraphs above.

Denial of Use

Article 6. Should The Company ascertain that any of the following apply, it may deny access to The Lounge. Furthermore, should The Company ascertain that a guest in The Lounge (hereinafter, "Guest") falls under any of the following, it may suspend the Guest's access to The Lounge and remove them from the premises.

- (1) When a Guest fails to comply with the aforementioned conditions for use of The Lounge in Article 2;
- (2) When use of The Lounge cannot be granted due to any of the reasons set out in Article 5 above;
- (3) When an act has been committed or is deemed likely to be committed which is prohibited under the provisions of Article 7;
- (4) When a Guest has an infectious disease and is deemed to be a risk to the health of other Guests;
- (5) When a Guest is intoxicated and is deemed to be detrimental to the safety and comfort of The Lounge;
- (6) When The Lounge is congested;

- (7) When a Guest is a crime syndicate, member of a crime syndicate, company or organization associated with a crime syndicate or a person associated with said company or organization or any other antisocial force (hereinafter, "Crime Syndicate or other Antisocial Force"), or was formerly a member of a Crime Syndicate or other Antisocial Force, or is an entity in which a Crime Syndicate or other Antisocial Force is materially involved or involved in the management of their business;
- (8) When the Guest pursues or has pursued wrongful gain for themselves, their company or a third party, or uses or has used acts of coercion by a Crime Syndicate or other Antisocial Force for the purposes of harming a third party.
- (9) When the Guest is or has been involved in providing Crime Syndicates or other Antisocial Forces with funds or benefits or otherwise proactively providing support or cooperation for their operations;
- (10) When the Guest has or had socially reprehensible relations with a Crime Syndicate or other Antisocial Force.

Prohibited Acts

Article 7. The Company prohibits the following Acts in The Lounge.

- (1) Carrying of weapons, explosives or other dangerous items;
- (2) Any act that will or is likely to lead to loss, damage or defacement of facilities or equipment;
- (3) Smoking;
- (4) Use of fire or naked flame;
- (5) Sale or display for the purpose of sale of goods;
- (6) Media interviews, photography, media coverage or any other similar act;
- (7) Soliciting of donations or any other similar act;
- (8) The carrying and/or use of any item beyond the bounds of common sense;
- (9) A demand related to usage that exceeds reasonable bounds;
- (10) An act that is detrimental to the orderly operation of the Lounge and the safety and comfort of its occupants (including staff);
- (11) An act that prevents staff from executing their duties or which contravenes the directions of a staff member;
- (12) The unauthorized removal of equipment, etc. from The Lounge;
- (13) Removal of food and drink provided by The Company from The Lounge or carrying in of food and drink into The Lounge;
- (14) Consumption or supply of alcohol by or to an individual recognized as a minor by the law of Japan;
- (15) Demand of entry to The Lounge by a person not approved in accordance with the provisions of Article 2;
- (16) Any act deemed by The Company to violate the provisions of the law, public order or moral acceptance or to be inappropriate for public safety;
- (17) Any other act not prescribed above that inconveniences other Guests or which hinders public safety.

Protection of Personal Information

Article 8. The Company undertakes to manage in the appropriate manner and in accordance with the Act on the Protection of Personal Information (Act No. 57 of 2003) and The Company's personal information protection regulations, all personal information obtained from Guests in the course of the operation of The Lounge which shall be limited to the following.

- (1) Name
- (2) Flight information
- (3) Mileage club membership number

(4) Other boarding pass information

2. The Company may provide the aforementioned personal information to the Guest's within the scope of executing the duties in The Lounge.

3. The Company may provide personal information as set forth in Paragraph 1 above to a third party where the following conditions apply within the scope of executing the duties in The Lounge.

(1) Where required by law;

(2) Where required for the protection of the life, body or property of an individual when it is not possible to obtain the consent of the Guest;

(3) Where especially required for reasons of public health or child welfare when it is not possible to gain consent of the Guest;

(4) Where cooperation is required with government organizations, regional entities or their agents in carrying out tasks specified by laws and ordinances when obtaining the consent of the Guest would hinder said tasks.

(5) Where feedback, a request or inquiry from a Guest requires a response from a third party and the details are relayed to that party by The Company;

(6) Where statistics are processed in a format that does not identify the individual.

4. The Company undertakes to remain fully responsible for the proper management of the personal information provided by the Guest as set forth in Article 1 and to exercise maximum care in preventing the external disclosure of said information.

5. In the event that the handling of personal information as set forth in Article 1 is contracted externally, The Company undertakes to maintain appropriate management to prevent the disclosure of Guest's personal information by selecting only contractors certified for handling personal information correctly and ensuring that the those contractors manage information properly, retain the integrity of confidentiality, and do not reissue that information.

Guest Responsibility

Article 9. If the Guest willfully or negligently causes loss to The Company by damaging or defacing The Lounge or the equipment within or by some other act, the Guest shall provide compensation for that loss and consequent loss of earnings.

Company Responsibility

Article 10. The Company shall bear no liability for loss or damage sustained by the Guests under the following conditions while using the lounge.

(1) When not caused willfully or negligently by the Company;

(2) When the Guest is unable to use The Lounge or its services in whole or in part under the provisions set forth in Articles 5, 6 and 7.

Amendment of Terms and Conditions

Article 11. The Company reserves the right to amend these Terms and Conditions at its discretion without notice. Said amendments shall apply immediately and the new Terms and Conditions shall apply when the Guest uses The Lounge.

Governing Law

Article 12. These Terms and Conditions are governed and construed in accordance with the laws of Japan.

2. All declarations of intentions under these Terms and Conditions will be in Japanese.

Competent Court

Article 13. All disputes arising from these Terms and Conditions shall be resolved by the Chiba District Court as the exclusive court of jurisdiction in the first instance.

These Terms and Conditions are effective from 01 December 2019.

