

## Arena Golf Simulator Terms of Use

### Article 1 (Purpose)

These Terms and Conditions establish the rules and requirements for the safe and proper use of the golf simulator (hereinafter referred to as the "Simulator") installed in the Arena of Rusutsu Resort Hotel & Convention (hereinafter referred to as the "Hotel"). By using this simulator, you agree to these terms and conditions.

### Article 2 (Eligibility and Procedure for Use)

1. The Simulator may only be used by individuals aged 16 or older. Participants under the age of 18 must obtain the consent of a parent or guardian (hereinafter referred to as the "Guardian").
2. Prior registration at the reception desk is required before using the Simulator.
3. The Hotel may refuse use of the Simulator, or require immediate suspension of use and departure, in any of the following cases:
  - (1) If the user is suffering from a contagious or infectious disease, or is experiencing a fever of 37.5° C or higher, or any other symptoms of poor health.
  - (2) If the user is pregnant, has been advised by a doctor to restrict physical activity, or if the Hotel determines that safe use is otherwise difficult.
  - (3) If the user is affiliated with organized crime groups, their members, related parties, or other anti-social forces.
  - (4) If the Hotel reasonably determines that use of the Simulator is inappropriate for the purpose of maintaining safety and order.

### Article 3 (Operating Hours and Suspension of Use)

1. The Simulator may only be used during the operating hours designated by the Hotel.
2. The Hotel may suspend or restrict the use of all or part of the Simulator, even during operating hours, in cases of maintenance, equipment or communication failure, natural disasters, power outages, or any other unavoidable circumstances related to the operation of the Simulator.

### Article 4 (Clothing)

Users are required to wear appropriate attire suitable for physical activity when using the Simulator. Use of the Simulator while wearing inappropriate clothing or carrying items that may cause damage to the equipment or facilities is dangerous and therefore prohibited.

### Article 5 (Prohibited Acts)

Users shall not engage in any of the following acts when using the Simulator:

- (1) Handling, damaging, defacing, removing, or modifying any facilities or equipment within the Arena in a careless or improper manner.
- (2) Using the Simulator while nude, in underwear only, or in clothing that excessively exposes the body.
- (3) Swinging, practicing, hitting balls, or otherwise using the Simulator in a manner that compromises safety or is otherwise inappropriate.
- (4) Smoking or consuming food within the Arena.
- (5) Engaging in disruptive behavior such as shouting, screaming, spitting, threatening, violent acts, harassment, or any conduct that causes nuisance to other users or staff, or interferes with their use.
- (6) Allowing a third party who has not completed the required registration procedures to use the Simulator.
- (7) Bringing in knives or other dangerous items, or any items that may damage facilities or equipment.
- (8) Engaging in commercial activities, solicitation, political activities, signature campaigns, or any use beyond the purpose of golf practice or play experience.
- (9) Taking photographs or recordings in which other users or staff can be identified, or posting or distributing such content on social media or other platforms, without prior consent from the Hotel.
- (10) Interfering with security cameras, sensors, or other monitoring equipment.

2. If a user violates any of the provisions set forth above, or if the Hotel reasonably determines that the user is otherwise unsuitable to use the Simulator, the Hotel may suspend the user's access and require the user to leave the premises.

### Article 6 (Security Camera Monitoring)

1. The Hotel monitors and records the Simulator area 24 hours a day by security cameras for crime prevention, safety management, and post-incident verification of accidents or damage.
2. The recorded footage will be used solely for the purposes stated above and will be retained for the period designated by the Hotel, after which it will be deleted.
3. The Hotel may disclose the recorded footage when necessary to respond to accidents, damage, or theft, when required by applicable laws and regulations, or upon a lawful request from the police or other public authorities.

### Article 7 (Equipment Malfunctions)

In the event of any malfunction or damage to the equipment or simulator, please notify hotel staff.

### Article 8 (Use of Equipment and Facilities)

Golf balls, gloves, clubs, and other equipment must not be taken outside the designated area and must be returned to their assigned locations after use.

### Article 9 (User Liability for Damages)

1. If a user intentionally or negligently damages, defaces, loses, steals, or renders unusable any equipment or property of the Simulator (including items owned by the Hotel or leased from third parties), the user shall be liable for compensating the Hotel for any resulting damages.
2. Such damages shall include actual costs such as repair, replacement, and transportation expenses, as well as compensation to third parties, reasonable costs required for restoration, and any direct and ordinary damages incurred by the Hotel due to the equipment or property being rendered unusable.
3. If damages are caused by a minor, the guardian shall be jointly and severally liable with the user for the responsibilities set forth above.

### Article 10 (Hotel Liability)

1. The Hotel shall exercise reasonable care in the operation of the Simulator to ensure its safe management.
2. The Hotel shall not be liable for any of the following, except in cases where the damage is caused by the Hotel's intentional misconduct or negligence:
  - (1) Accidents or injuries occurring during use of the Simulator.
  - (2) Loss or theft of money or personal belongings during use of the Simulator.
  - (3) Disputes between users.
  - (4) Any damages incurred as a result of the user's violation of these Terms and Conditions.

### Article 11 (Cancellation Policy)

1. In the event of cancellation, the following cancellation fees shall apply based on the reserved date of use (usage fees are determined separately by the Hotel):
  - (1) Up to two (2) days before the date of use: 10% of the usage fee.
  - (2) Until 4:59 p.m. on the day before the date of use: 50% of the usage fee.
  - (3) From 5:00 p.m. on the day before the date of use: 100% of the usage fee.
2. In cases of unavoidable circumstances such as natural disasters or suspension of public transportation, the Hotel will make a decision on a case-by-case basis.

### Article 12 (Amendment of Terms and Conditions)

The Hotel may amend these Terms and Conditions in accordance with Article 548-4 of the Civil Code of Japan.

In the event of any amendment, the Hotel will notify users of the details of the changes and the effective date by posting notices within the premises or on the Hotel's website, or by other appropriate means, within a reasonable period prior to the effective date.

### Article 13 (Governing Law and Jurisdiction)

1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Japan.
2. In the event of any dispute arising out of or in connection with the use of the Simulator or these Terms and Conditions, the Sapporo District Court shall have exclusive jurisdiction as the court of first instance.