

House Regulations

Committed to ensuring the safety and well-being of our guests and our personnel and firmly maintaining its institutional public nature, we have established the following House Regulations for the use of its accommodations, dining facilities, function venues, and other facilities. When these regulations and policies are not observed, we may be obliged to refuse permission for the guests to use our services and facilities. Please note that guests may also be held liable for damages caused to the hotel by non-observance of these regulations.

1. Scope of Application

These House Regulations apply to users of the accommodations, banquet venues, restaurants, bars, cloak rooms, lobby, commercial outlets (tenants), parking lot and carriage porch, and all facilities within the Hotel grounds (hereinafter "Hotel Facilities"). Should the provisions of these Regulations contradict those stipulated in any agreements, terms, regulations, rules, etc. of specific facilities such as the Terms and Conditions for Accommodation Agreements, Terms and Conditions for use of Function Rooms and Wedding Receptions, General Terms and Conditions of Use for Parking Lot then the terms, regulations, rules, etc. of specific facilities shall supersede.

2. Disaster Control and Security

- (1) Smoking is prohibited in the Hotel Facilities excluding designated smoking areas. (Should any damage to the Hotel Facilities occur as a result of smoking in prohibited areas, compensation shall be sought from such smoking person.)
- (2) Do not enter areas meant for the Hotel employees only, emergency escapes, rooftops, machine rooms, and other facilities not intended for guests except in cases of emergencies or other unavoidable situations.
- (3) In case of fires, earthquakes, or blackouts, follow announcements or instructions from the Hotel staff.
- (4) Consult the Hotel staff near you or the Reception Desk when you are not feeling well. In addition, only during the period when a specified infectious disease is occurring in Japan, we ask for the necessary cooperation from the guests in preventing the spread of the specified infectious disease, depending on the presence or absence of symptoms.
- (5) If you see any suspicious persons or objects within the Hotel Facilities, notify the Hotel staff near you or the Reception Desk.
- (6) For safety management purposes and control of access by suspicious individuals, the security cameras are installed in at the entrances and inside our hotel facilities, parking lot, etc. Images and videos taken by the security cameras will not be disclosed except as required by law, and will be deleted after a certain period of time.

3. Valuables and Unclaimed Property

- (1) If the contact information for valuables, stored items, or items left behind is known, we may contact you directly without others knowing about your privacy.
- (2) Money and valuables shall be deposited in the safe-deposit box at the Reception Desk.

The Hotel is not responsible for the loss or theft of property stored otherwise within the Hotel Facilities. Safe-deposit box is available only while guests are visiting hotel facilities. (Refer to rules for use of safe- deposit boxes for further details.)

- (3) The storage of luggage in the cloakroom and storage rooms is limited to the following periods. After the storage period has expired (including cases when the owner's contact information is known, and obtained his/her permission after the hotel has contacted the owner), the hotel will dispose of the property.
- (4) Cash, jewelry, valuables, artwork, antiques, dangerous items, damaged or perishable items, etc. will not be accepted in the cloakrooms or storage rooms. However, items that have exceeded the storage period and for which contact information is not clear, or items that are not picked up within 7 days after contacting us, will be processed in accordance with the hotel's handling regulations.
 - i) Items checked at Cloakrooms: One month
 - ii) Items checked in Storerooms: One month - Three months depending on the nature of items
 - iii) Items checked in Cloak/Storerooms by Registered guests or visitors during the stay: One month
- (5) Any property left behind within the Hotel will be stored at our hotel for a certain period of time, after which they will be disposed of in accordance with laws regarding lost items and the hotel's handling regulations.

4. Accommodations

In addition to the following regulations, use of accommodation and payment shall be made in accordance with the Terms and Conditions for Accommodation Agreements specified separately. (Refer to our official website for further information.)

(1) Guest Rooms

- i) Do not smoke in bed and in non-smoking rooms. Should it be discovered that the guest has smoked in a non-smoking room, the Hotel will claim compensation for loss of earnings during the period the room cannot be sold and the expenses for the removal of smoke and its smell.
- ii) To brace yourself for fire or disaster (fire, earthquake, blackout, etc.) and assure security, please refer to the notices delivered to the guest rooms.
- iii) The guest room key (this includes card keys if the key system is updated in the future, collectively referred to as "Room key.") shall be returned to the Reception Desk when checking out. (The Hotel may charge the guest for replacing any lost or unreturned room key.)
- iv) Verify visitors to your room through the peephole before opening the door. If it appears to be a suspicious person, notify it to the Reception Desk immediately.
- v) For safety and facility maintenance purposes, the Hotel staff will access the guest rooms and conduct regular inspections during the guest's stay and when the Hotel deems it necessary, depending on the length of stay. When the "DO NOT DISTURB/PRIVACY" sign is hung on the outside of the guest room door or if the guest informs the Hotel staff in advance that they do not wish to be disturbed, the Hotel staff will call the guest's room before entering. In case of emergencies or if the guest does not respond, the Hotel staff may enter the room for inspection without the

guest's permission.

- vi) Only registered guests of the Hotel may stay overnight in guest rooms. Please avoid meeting with visitors in your guest room after 10:00 PM.
- vii) Avoid unauthorized decorations inside the room and do not place items that could detract from the Hotel's exterior appearance near the guest room window.
- viii) Minors must be accompanied by an adult to stay at the hotel, unless their parent or guardian provides written consent. If a minor is staying alone, a written consent from the parent or guardian is required.
- ix) Staying at the Hotel does not grant leasehold or occupancy rights, nor does it provide any legal rights related to residency. Should the guest need documentation to confirm their stay, the hotel will provide a "Certificate of stay" upon request, but will not issue a "Certificate of residence". Please contact the administrative office about the temporary return certificate and resident certificate needed for driver's license renewal.
- x) To help conserve resources, we kindly ask for your cooperation in saving electricity and water.

Please inform us if you do not need your sheets, towels, or supplies changed, or if you prefer not to have your room cleaned.

(2) Payment

- i) Payments shall be made at the time of departure at the Reception Desk as a general rule. However, note that the Hotel may ask the guest to settle any private account at each periodic billing, even in the middle of their stay. If no payment is made in response to our request, or if the guest's financial ability is deemed insufficient, the Hotel will give the notice to quit the room to the guest and notify the relevant authorities.
- ii) The hotel may request to verify the validity of guest's credit card or may request a deposit (an advance payment) equivalent to twice the number of nights which the guest intends to stay according to the booked room rates/package plans upon registration, for which the hotel will settle any excess or deficiency at the time of departure.
- iii) If the guest cancels their reservation for personal reasons, a cancellation fee will be charged as outlined in the "Terms and Conditions for Accommodation Agreements." For more details, please visit the official website.
- iv) If the number of nights the guest is intending to stay exceeds 7 nights, payments must be made for every 7 nights. The guest is required to settle its account at each time the bill reaches a certain amount. If the guest intends to extend its stay, the guest must settle the bill up to that point. Also, the guest must settle its account for each presentation of a statement.
- v) Payments must be made in Japanese currency, or by other means accepted by the hotel such as credit cards, electronic payment systems (cashless apps), coupons or vouchers. Please be aware that only traveler's checks will be accepted; all other types of checks are not allowed.
- vi) Room rates, except for package plans, are subject to predetermined service charges and taxes. Therefore, gratuities for the Hotel employees are declined.
- vii) Guests are responsible for paying expenses related to parcel delivery services,

taxis, tickets, shopping, or customs duties at the time of use or purchase. Please note that the hotel will not cover these expenses on behalf of the guest for any reason.

viii)Outgoing calls from the in-room phone incur a 30% surcharge for using the communication facilities.

5. Food and Beverage Outlets (Dining and Bar)

Please visit restaurants, bars, and similar outlets only after agreeing to the following terms and conditions.

- (1) If there is no table availability, the guest may not have access to a table.
- (2) The Hotel may change the food materials or may stop serving some menus whenever necessary without prior notice.
- (3) Restaurants and bar may have specific dress codes.
- (4) Food and beverage charges will incur a predetermined service charge and applicable taxes. Therefore, gratuities for the Hotel employees are declined.
- (5) If the guest needs advice on food allergies, he should contact the food coordinator at the outlet 5 days before the scheduled date of use. Although the hotel will endeavor to remove allergens as much as possible at the request of the guest, the hotel does not guarantee that allergens can be completely removed from the food materials while there are functional constraints on the culinary facilities. Also, the hotel will leave the final decision of whether to consume at the discretion of the guest.

(6) Payment

- i) Payment for restaurants and bars shall be made at the restaurant register.
- ii) If the guest intends to have the bill for outlets charged to their guestroom account, the guest must show the room key or the guest identification card to the cashier and sign the bill. If the spending exceeds a certain amount, or if the outlet used is not operated by the hotel, the guest shall make payment directly to the cashier because any bills may not be transferred to their guestroom account.
- iii) If the table reservation or the reservation for to-go items is canceled due to causes for which the guest is liable, its cancellation fee shall be paid by the guest as indicated below. In the event that the food price is undecided at the point of cancellation, 5,000 yen per person is subject to a cancellation fee as a general rule.

Number of days until the date of use	Ratio of cancellation fee to the reserved food price
5 days	30%
4 days - 1 day prior	50%
On the day/No show	100%

6. Meeting & Event Venues (Function Rooms)

Use of and payments for function rooms shall be subject to the prescribed Regulations for Use of Function Rooms and for Wedding Receptions (hereinafter referred to as “these Regulations”), etc.

- (1) If the person intends to apply for the use of the venues, he must read and agree to these Regulations established separately before application. Use of the conference and reception venues (function rooms) and payment for the event are subject to these Regulations. When a reservation is made, the person is deemed to have agreed to these

Regulations, irrespective of whether he has properly read them or not.

- (2) Cancellation of bookings for receptions, meetings, etc., at the guest's request may incur a penalty fee according to the cancellation policy outlined in these Regulations.
- (3) If the guest needs advice on food allergies, he should contact an event coordinator or a sales coordinator when applying for events or receptions. The hotel will make every effort to remove allergens from food upon request; however, we cannot guarantee that all allergens can be completely eliminated due to limitations in our culinary facilities. Guests should make the final decision regarding the consumption of these dishes.

7. Vehicles and Parking Lot

The Hotel's parking lot and vehicle operation shall comply with the "General Terms and Conditions of Use for the Parking Lot" (for details, refer to the official website). Additionally, users are required to follow the guidance and instructions provided by the staff, along with the following items.

- (1) The Hotel is not responsible for any damage or accidents caused to a parking lot user by the actions of other users or vehicles (including attached parts and freight of such vehicles) in the parking lot.
- (2) Do not leave children or elderly individuals unattended in parked vehicles.
- (3) Do not leave valuables, pets, dangerous items, or any other personal belongings in parked vehicles.
- (4) The Hotel does not offer a designated driver service provided by its staff.
- (5) If you would like to use the park lot for more than two nights, please notify the Reception Desk.

8. Regulations on video shooting, photographing, covering, and releasing content

For video recording, photographing, covering, and releasing contents, please observe the hotel's regulations, along with the following items.

- (1) To protect intellectual property rights and privacy, the Hotel does not allow media covering, video recording and photographing on its premises or other facilities except for non-commercial personal use. Given this situation, the photography and media coverage on its premises must be conducted with prior approval from the Hotel management.
- (2) Should you intend to conduct media coverage, media video recording and photographing on the hotel premises, please complete the required information on the designated application form and submit it to the Marketing Promotion Division of the Hotel for permission to record or cover the event. The Marketing Promotion Division will review the content before releasing it to the public, and will make a decision on whether or not to release it at the discretion of the division. For details, please contact the Marketing Promotion Division at 0258-37-1117.
- (3) If media coverage, video recording, photographing, and releasing content are conducted without the permission of the Hotel, or if there is any violation of laws, dangerous behavior, nuisance behavior, or failure to follow instructions from staff, the Hotel may immediately terminate your coverage activities and deny the release of any content you have covered. The Hotel may also request that you delete the content you have covered.

9. Antisocial Forces, etc.

In accordance with our "Core Policy Against Antisocial Forces," we do not allow the following Antisocial Forces to use our facilities.

- i) An organized crime group as stipulated in Article 2, item 2 of the Act on Prevention of Unjust Acts by Organized Crime Group Members (1991 Law item 77); or a member or quasi-member of such organized crime group as stipulated in Article 2, item 6 of the same Act, Other organized crime groups/members of organized crime groups (members/semi-members of organized crime groups), Organized crime group-related companies (front companies, subordinate companies, corporations and other organizations whose business activities are controlled by organized crime groups or organized crime members), A person who has not been confirmed to have engaged in anti-social activities after 5 years following their disengagement from an organized or semi-organized crime group.
- ii) Corporate racketeers, organizations that claim to be social movements and demand unfair profits or acts, and their members, special intelligence violent groups, anonymous/mobile criminal groups, etc.
- iii) Individuals, organizations, or groups that engage in destructive, violent activities, or demands.
- iv) Individuals, organizations, or groups that engage in malicious demands that exceed legal responsibility, unilateral boycotts, or spreading rumors.
- v) Individuals, organizations, or groups that use fraudulent means or force to damage the credibility of The New Otani Group companies or interfere with their business.
- vi) Individuals, organizations, or groups who engage in threatening behavior or acts of violence regarding transactions with our group companies (incl. reservations, usage, payments, ancillary services, etc.)
- vii) Individuals closely linked to the above antisocial forces and those who have been arrested by the police.
- viii) Other Antisocial forces designated by New Otani Co., Ltd. and the New Otani Hotels, or corporations or other organizations whose business activities are controlled by Antisocial forces, and their relevant parties.

10. Prohibited Acts, Compliance matters, Prohibited matters, etc.

Guests are requested to use our hotel facilities in accordance with these rules and the terms and conditions of each facility, keeping in mind that they must follow the instructions of the staff and not cause any inconvenience to other guests. If you are found to be engaging in any of the acts listed in the Notice of Prohibited Acts, prohibited matters, or any specific requests, the guest may be asked to terminate its use of the property immediately and to leave the hotel. If such a fact is discovered after the reservation has been made or even after commencing the service, you will be denied service at that time and thereafter, and no refund or compensation will be made for such refusal accordingly. The Hotel may report to or consult with concerned authorities as a precaution.

(1) Notification: The Hotel may post the following notification within the premises as a precaution.

Notification

Since the following acts are prohibited in the hotel, kindly follow the instructions of the staff when in the Hotel. Also, the Hotel is not responsible for any accidents that are not the fault of the hotel:

- Distributing or displaying advertising or its material, or leaving personal belongings unattended;
- Sale of merchandise, organizing rallies, video recording or photographing, media covering, or any other business activities;
- Pulling up campaign vehicles/sound trucks to the hotel grounds, which disturb the peace within the premises through loud speeches or disruptive behaviors;
- Signature campaigns, political activities, banners, and other forms of demonstrations;
- Any act of coercing hotel officials to meet with nonguests, unreasonable demands, or any other actions that interfere with the Hotel's business; or
- Other prohibited acts provided in the House Regulations, etc.

Hotel Management

(2) Compliance Matters

In addition to these rules and the above " Notification," please also comply with the terms and conditions of each facility when using our hotel facilities.

(3) Prohibited Acts

The following acts are not allowed in the Hotel facilities as they violate legal regulations, public order, or good morals:

- a) Violent behavior, inflicting injuries, making threats, blackmailing, or making coercive undue claims;
- b) Gambling or disorderly behavior;
- c) Persons who have difficulty in ensuring his/her own safety, or endanger or cause fear or unease in other guests due to loss of identity caused by mental unsoundness;
- d) Causes extreme inconvenience to the hotel or other guests as a result of abusing narcotics or other substances:
- e) Makes violent claims;
- f) Disrupts the hotel's reasonable exercise of its rights and imposes on the hotel false obligations;
- g) Requests the Hotel to assume an unreasonable burden;
- h) Obstructs the business of the hotel by fraudulence (including spreading false information or deception and enticement) or force (including verbal abuse or violent acts);
- i) Annoys other guests by speaking or singing in loud voices or otherwise making loud noises, or causes a nuisance to other guests by extremely unsanitary attire or conditions;
- j) Access to the Hotel facilities for guests with tattoos, including stickers and other temporary types

(Guests found to be disregarding this rule will be asked to leave. However, if the hotel

determines that their access will not be intimidating to other guests, the hotel may permit their access.);

- k) Brings food or beverage into or orders delivery for such items from the outside without authorization by the hotel, or uses the hotel facilities for purposes other than staying or dining without authorization by the Hotel;
- l) Steps outside the guest room in Yukata (Japanese dressing gown), pajamas, underwear, slippers, etc.;
- m) Brings into the Hotel facilities dogs, cats, birds, or other pets and animals (assistance dogs such as guide dogs, hearing dogs, and service dogs are excluded);
- n) Brings into the Hotel facilities gasoline, explosives, and other flammable items, hazardous items, offensive smelling items, unlicensed firearms or swords, and other prohibited or restricted items;
- o) Damages, displaces, or takes items from the Hotel, its facilities, equipment, furniture, or fixtures;
- p) Operation of small unmanned aircraft, such as radio-controlled airplanes and drones, is prohibited at the Hotel facilities without prior permission. This includes all drones, even those weighing less than 100 grams, in accordance with Article 9, Paragraph 1 of the Small Unmanned Aerial Vehicle Flight Prohibition Act;
- q) Distributes or displays advertising or publicity material; leaves personal belongings unattended; sells merchandise; conducts solicitation; holds parties or other gatherings; conducts filming or photographing; conducts business activities; distributes leaflets, pamphlets, or flyers; brings into the hotel facilities or conducts manifestation using picket signs, placards, sandwich boards, banners, headbands with slogan, or other such items; conducts signature campaigns or other political activities within the hotel facilities without authorization from the hotel;
- r) Drives up in propaganda vehicles, billboard trucks, or illegally modified vehicles into the Hotel grounds, or comes into or parks in the parking lot in appearances or vehicles that the hotel deems as intimidating or discomforting to other guests;
- s) Any use of the hotel's name or address, as well as photographs, videos, or reproduced images of the Hotel's buildings, properties, or trademarks, designs, and other associated rights, requires prior authorization from the Hotel;
- t) Scratches, attaches any foreign matter, or makes any changes to the hotel's buildings or other facilities; or
- u) Engages in any other acts that the Hotel considers inappropriate.

(4) Requests for Specific Burdens

- a) Requesting an unreasonable burden regarding the use of our Hotel facilities. (Act on Promotion of Elimination of Discrimination on the Grounds of Disability (Act No. 65 of 2013) (hereinafter referred to as the "Act on Eliminating Discrimination against Persons with Disabilities").
- b) A person who intends to use the hotel's facilities repeatedly makes specific demands on the hotel that would impose an excessive burden on the hotel and may seriously impede the provision of services to other guests (We may refuse your request even if you do not repeat the request.)

* Examples of specific burden requests (details listed in the Separate table)

- Requests for unfair discounts or excessive services
- Requests for services to be provided by a specific employee
- Detention of certain employees for long periods
- Coercion to meet with a superior
- Claims based on past cases
- Posting on the Internet such as on social media
- Acts similar to business obstruction
- Requesting apologies in a manner that lacks social appropriateness, such as acts of compelling employees to kneel on the ground in order to apologize.
- Other acts similar to the above

11. The New Otani Group's Membership Organization or Membership Programs of the Hotel

The Hotel reserves the right to cancel the membership of individuals belonging to the Hotel's or New Otani Group's customer clubs, in accordance with the regulations of those clubs. Additionally, the Hotel may refuse future access to its facilities if a member is found to be in violation of the established rules.

12. Handling of Personal Data

The hotel may collect and use personal data for operational and statistical purposes only under the Hotel Business Act and the Act on the Protection of Personal Information. Such personal data shall never be disclosed to third parties without agreement of the guest. However, the hotel may legally disclose personal data under court order and upon request from the investigating authority, or to protect the lives and properties of the guests in emergency situations. For further information, please refer to the Policy for Protection of Personal Information established by The New Otani Hotels on the Hotel's official website.

13. Miscellaneous

- (1) If a guest causes breakage, damage, loss, or staining to the hotel's facilities, equipment, furniture, or fixtures, excluding cases of force majeure, that guest must compensate the hotel for the corresponding value.
- (2) The Hotel will not be held legally liable or obligated to compensate for any accidents that occur within the Hotel facilities for which it is not responsible. This includes injuries caused by the negligence of guests or by plants and animals (stray cats and dogs, wild animals and birds, hazardous plants, etc.) that are not maintained by the Hotel.
- (3) The Hotel is not liable for issues with taverns, tenants or tenant shops, etc. not operated by the Hotel.
- (4) Please acknowledge that the Hotel facilities may be unavailable due to unforeseeable situations such as damages caused by natural disasters, massive infrastructure failures, the spread of infections, facility dysfunction, orders and instructions from national or local governments, and other unavoidable causes.

14. Amendments to these House Regulations

1. These House Regulations fall under the Standard Terms and Conditions stipulated in the Civil Code (hereinafter referred to as 'the Code'), and any part of these Terms and Conditions may be amended by the hotel in accordance with the provisions of the Code if such amendment is considered beneficial in general to the guests or necessary for reasonable and probable cause.
2. Amendments to these House Regulations shall be published on the official website and apply from the effective date indicated on the relevant page.

15. Severability

1. The provisions of these House Regulations are severable, and in the event any provision hereof is held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not in any way affect the validity, legality or enforceability of the remaining provisions hereof.
2. If any provision of these House Regulations is held to be invalid or unenforceable with relation to specific guests, the validity or enforceability of the remaining provisions or portions hereof shall not be affected thereby, unless the invalid or unenforceable provision is material and essential to the remaining guests.

16. Governing Language

These provisions are written both in Japanese and English. In the event of any discrepancy or conflict between the two versions of these provisions, the Japanese version shall prevail in all respects.

17. Jurisdiction and Applicable Laws

Any dispute arising from or related to these provisions shall be exclusively under the jurisdiction of the Niigata District Court, which will serve as the court of first instance responsible for the Hotel's location. Such disputes will be resolved according to the laws of Japan, without regard to principles of conflict of laws Supplementary Provision: These House Regulations comes into effect as of January 1, 2025 (Japanese Standard Time).

Appended Table: Requests for Specific Burdens

Requests for specific burdens are as follows: 10. The details of (4) refer to the acts listed below and "things specified in Article 5-6 of the Enforcement Regulations of the Hotel Business Act."

- Detaining an employee for a long time, continuing to stay without leaving, or detaining an employee on the phone for a long time.
- Acts of repeatedly making unreasonable requests by phone or requesting a meeting.
- Acts of making loud yells, making insulting comments, denying one's personality, or damaging the Hotel's reputation.
- Acts such as punching, kicking, hitting, throwing things, and intentionally bumping into each other.
- Acts that intimidate employees include making threatening statements, claiming affiliations with antisocial groups or certain political and business circles, or approaching individuals in unusual situations. Additionally, acts that disrupt business operations may involve threats to harm the brand's reputation, such as stating, "If we don't take action, I will expose you at the shareholders' meeting," or "I will post negative comments on social media and give you a bad review."
- Attempts to assert authority and demand without justification, or continually expecting special treatment after being denied such requests. Requesting an apology in a manner that lacks social appropriateness, such as coercion to kneel on the ground to apologize.
- Inviting someone to a customer's residence or a specific coffee shop outside of the workplace without informing them about the situation.
- Acts that involve slander, such as posting or publishing information that damages someone's reputation or violates privacy on social media and the Internet.
- Acts that place too much burden on someone to carry out the requested actions and may significantly impede the provision of services to other persons, or other acts that deem inappropriate.