

Membership Terms and Conditions of Steak Club Yu

The Hotel New Otani Nagaoka (hereinafter referred to as the "Hotel") offers memberships whereby the guests can achieve the membership benefits and deals when enjoying to dine at the Steak Club Yu (hereinafter referred to as the "outlet") operated by the Hotel. Applicant must read the Terms and Conditions carefully and agree with the Terms and Conditions for membership (hereinafter referred to as the "Terms and Conditions") when applying for the membership.

Article 1: Classification of Membership

The memberships of our society are "Individual Membership" for individuals, "Partner Membership" for spouses of individuals, and "Corporate Membership" (two corporate individuals shall register for membership, optionally addible).

Article 2: Membership Requirements

Membership privileges will be granted to those who have agreed to the terms and conditions of membership and have applied for membership registration, and are deemed eligible by the hotel. The membership program shall be effective on the date when the application for membership is accepted by the hotel. In the event that the application form is incomplete or contains false information, etc., or the results of the screening process, we may not be able to meet your request for membership.

Article 3: Initial Fee and Monthly Fee

In the event that you are accepted as a member, you shall pay an initial fee (registration fee and guarantee deposits) as shown in the tables hereof. The guarantee deposit shall be returned at the time of withdrawal from the membership and no interest shall be earned on the deposit. The monthly fee as shown in the tables below shall be paid by the specified date each month, regardless of whether you use the outlet. In the event of default in payment to the hotel, part or all of the initial fee may be allocated to the outstanding amount.

Article 4: Membership Card

The membership card is valid only for the person listed on the card and cannot be transferred or lent to a third party. Members must present their membership card to the server at every use of the outlet.

Article 5: Members' Benefits

Members are eligible for the following benefits in the outlet:

- (1) If you purchase alcoholic beverages by the bottle on the benefits that you can have them kept in the outlet until your next visit, they are available at fair market prices.
- (2) 20% discount is applied to the price of food and beverages excluding tax and service charge. However, any bottled alcoholic beverage previously purchased by a member to have a bottle retained at the outlet is no longer subject to the discount.
- (3) Award a special dinner voucher for two people on a member's birthday month.

Article 6: Denial of Membership and Usage

If applicants fall under any of the following conditions, they may not be admitted to the membership or use the services in the hotel:

- (1) If any of the information applicants have registered is false;
- (2) If there are delays in payment or other problems with the New Otani Hotels and its associates, etc;
- (3) If the applicant falls under the following antisocial forces;
 - (i) A member, a quasi-member, or related person of an organized crime group under Article 2 item 2, of the Act for the Prevention of Wrongful Acts by Members of Organized Crime Groups (Law number : Act No. 77 of 1991); is a member, quasi-member, or related person of organized crime groups as stipulated in Article 2 item 6 of the same Act; or is a member, a quasi-member, related person of antisocial forces (hereinafter collectively referred to as "antisocial forces") stipulated by any of the establishments belonging to The New Otani Hotels;
 - (ii) The applicant is considered likely to commit, or is considered to have committed the crimes under the Act for Punishment of Organized Crimes, Control of Crime Proceeds and Other Matters (Law number: Act No.136 of 1999);
 - (iii) The applicant is considered to be associated with any of antisocial forces;
 - (iv) The applicant is considered to be associated with an organization of which its activities are controlled by antisocial forces or other violence-related organizations;
 - (v) The applicant is considered to be a member of an organization that has a member or related person of antisocial forces or other violence-related organizations as their executive;
 - (vi) The applicant is considered to be a member of corporate blackmailers, advocates of social movements, or especially intelligent violent groups, etc;
 - (vii) The applicant is considered to be any of individuals, organizations, or groups that are involved in subversive activities, violent activities, or demand activities;
 - (viii) The applicant is considered to be any of individuals, organizations, or groups that are involved in making malicious demands exceeding the responsibilities of law, or acts of unilateral boycotting or spreading rumors;
 - (ix) The applicant is considered to be any of Individuals, groups, or organizations that commit acts of defamation or obstruction of the hotel's operations through fraudulent means or force.
 - (x) The applicant is considered to be any of individuals, groups, or organization that commit acts of intimidation or violence in relation to transactions with the hotel such as reservations, receiving services, payments, and incidental services; or
 - (xi) Any other individuals or groups as determined by the hotel.
- (4) Individuals who fall under the previous items, or individuals who is considered to be involved in a group or organization similar to the previous items, or individuals in close relationship with such group or organization.
- (5) Any criminal offense for which the applicant is under criminal investigation, arrest, prosecution, or convicted;
- (6) Individuals who have committed assault, injury, coercion, threats, extortion, fraud or similar acts;
- (7) If the registered member does not comply with the house regulations determined by the hotel;

- (8) If the applicant is deemed ineligible for membership by the hotel; or
- (9) In any other case where there is a reason that is considered reasonable under socially accepted ideas and conventions.

Article 7: Loss or Theft of Card/Withdrawal

In case of any of the following cases, members are requested to contact the outlet and take the appropriate procedures.

- (1) Requesting reissue of membership card due to loss, theft or damage.
- (2) Requesting modification of personal information on the membership application form or requesting withdrawal from membership.

Article 8: Expiration/Expulsion

Membership will be terminated for those who fall under any of the following circumstances. Once your membership is terminated, your partner's membership will also be terminated accordingly, and all membership benefits will no longer apply.

- (1) When the member makes a request for withdrawal from membership and the hotel has accepted his/her request;
- (2) Transferring the membership to a third party with the consent of the hotel;
- (3) If any of the items in Article 6 is applied;
- (4) A significant change in the member's financial ability to compensate for the services;
- (5) Making demands for rights other than member benefit or unreasonable requests;
- (6) If the hotel is unable to contact the member due to his/her relocation or unknown whereabouts;
- (7) When the member has not used the outlet within the period of membership; or
- (8) When there are circumstances equivalent to the above that result in the termination or dismissal of the membership.

Any member who is deemed inappropriate as a member by the hotel will be expelled from the membership of the society. In principle, the relevant member who was once expelled from the membership is not allowed to regain membership. However, the hotel may accept the applicant's re-entry into the membership if the applicant is deemed eligible by the hotel after re-screening.

Article 9: Handling of Personal Data (Personal Information)

All personal data (personal information) provided by the applicants at the time of application for membership will be used only for the business purposes of the hotel, but may be used for the purpose of statistical analysis with no identification of the individual. In the event that the hotel accepts the membership, the member's personal data (personal information) will not be used for any other purpose without the express consent of the member. However, this does not apply in case of emergency or when there is a legal inquiry. For information on our privacy policy, please refer to the New Otani Hotels official website.

Article 10: Amendment to these Terms and Conditions

These Terms and Conditions correspond to the Standard Terms and Conditions in standard business transactions under 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. Amendments to these Terms and Conditions shall be published on our official website and apply from the effective date indicated on the relevant page.

Article 11: Severability

If any provision of these Terms and Conditions or part thereof is held to be invalid or unenforceable under the Consumer Contract Act or other laws or regulations, the remaining provisions hereof shall remain in full force and effect. If any provision of these Terms and Conditions is held to be invalid or unenforceable for specific guests, such validity and enforceability of these Terms and Conditions shall not be affected thereby under the agreement with the other guests.

Article 12: Jurisdiction and Applicable Laws

Any dispute arising from/or related to these Terms and Conditions shall be subject to the exclusive jurisdiction of the district court as court of first instance that has jurisdiction over the headquarters location of Hotel New Otani Nagaoka and shall be resolved in accordance with the laws of Japan, without reference to principles of conflict of laws.

Article 13: Effective Date

These Terms and Conditions shall come into effect as from April 1, 2020.

Table No.1 Initial Fee and Monthly Fee (relevant to Article 3)

Initial Fee (per person)				Monthly Fee
Classification	Registration fee	Guarantee Deposits	Total	
Individual Membership	10,000JPY	10,000JPY	20,000JPY	3,000JPY
Partner Membership	2,000JPY	—	2,000JPY	—
Corporate Membership (for two persons)	15,000JPY	15,000JPY	30,000JPY	5,000JPY
Corporate Membership (for each extra person)	7,000JPY	8,000JPY	15,000JPY	2,500JPY

[Comments]

- (1) Monthly fees shall be paid in advance by the last day of the previous month.
- (2) All fees are inclusive of consumption tax.
- (3) The initial fee includes the monthly fee for the month of registration, and the monthly fee must be paid from the following month.
- (4) For payments by bank transfer, a bank transfer statement will serve as a receipt.
- (5) The initial fee and monthly fee are subject to change due to amendments to tax rates or changes in circumstances.

Table No.2 Initial Fee and Annual Fee *If monthly fee for 12 months paid in advance.

Initial Fee (per person)				Annual Fee
Classification	Registration fee	Guarantee Deposits	Total	
Individual Membership	10,000JPY	10,000JPY	20,000JPY	30,000JPY
Partner Membership	2,000JPY	—	2,000JPY	—
Corporate Membership (for two persons)	15,000JPY	15,000JPY	30,000JPY	50,000JPY
Corporate Membership (for each extra person)	7,000JPY	8,000JPY	15,000JPY	25,000JPY

[Comments]

- (1) If the monthly fee for 12 months is paid in advance in a lump sum, monthly fee for two months will be waived.
- (2) All fees are inclusive of consumption tax.
- (3) For payments by bank transfer, a bank transfer statement will serve as a receipt.
- (4) The initial fee and monthly fee are subject to change due to amendments to tax rates or changes in circumstances.