

The New Otani Club International Membership Terms and Conditions

Article 1: Organization

The New Otani Club (NOC) is a membership organization operated by New Otani Co., Ltd. (Company). New Otani Club (NOC) is a membership organization operated by New Otani Co., Ltd. (Company), and The New Otani Club Office (Club Office) is in charge of administrative management.

Those who register as NOC members (Members) agree to comply with these Terms and Conditions as well as the related rules and regulations posted on the NOC Official Website (NOC Website).

www.newotani.co.jp/en/group/noc/

Article 2: Purpose of the Club

The purpose of NOC is to provide a membership program consisting of benefits and other services suitable for their stay, so that those who use New Otani Group Hotels and Associate Hotels can use them with sincere hospitality and feel safe and secure at all times.

Article 3: Scope of application of Terms and Conditions

These Terms and Conditions apply to The New Otani Club International Members.

Article 4: Membership Qualification

1. Be a living individual. (Corporations cannot join)
2. Frequent guests or invited guests of Hotel New Otani who are 20 years of age or older.
3. Those who do not fall under the ineligibility for membership in Article 11 of these Terms and Conditions.
4. Any person to whom any of the following items apply shall be refused admission to Membership. In addition, if such status becomes apparent after admission has been granted, Membership may be terminated without notice or demand, and re-admission may be refused.
 - 1) In the event such person's membership registration data is incorrect at present.
 - 2) In the event of any falsehood or misrepresentation in any information provided at the time of such person's Membership application, registration of details of facilities usage, or use of any Membership privileges or services.
 - 3) In the event of payment delinquencies or other issues arising from such person at any New Otani Group Hotels and Associate Hotels.
 - 4) Violation by such person of any applicable terms and conditions of use or hotel rules and regulations of any New Otani Group Hotels and Associate Hotels.

- 5) Anti-social forces involved in criminal groups, gangs, international terrorist organizations, etc., or in cases where there is a close relationship with anti-social forces.
- 6) In the event of any assault, battery, coercion, threat, blackmail or extortion, fraud or other similar act by such person.
- 7) In the event of any other act or omission by such person that violates these Terms and Conditions or any related rules or regulations.

Article 5: Application for Membership

Fill in the required items on the membership application form on the NOC Website.

Article 6: Admission Fee and Annual Fee

There is no admission fee or membership fee.

Article 7: Membership ID and Card

1. Each member will be assigned a Membership number(NOC No.), which becomes valid once a digital membership card (NOC ID) is issued.

From 2025 onwards, only digital membership cards will be available, and those with plastic card membership cards will be gradually switched to digital membership cards.

2. NOC ID and membership cards can only be used by members themselves and cannot be lent or transferred to others.

3. International membership cards do not have credit facilities, so payments must be made in cash or by a valid credit card.

4. Lost or forgotten your NOC No. or NOC ID, please contact us from the membership page on the NOC Website.

*Plastic card membership cards cannot be reissued. Please apply for a digital membership card again.

Article 8: Use of Personal Information

1. Personal information of Members such as names and addresses may be used by New Otani Group in order to operate the Club and to send various information to Members by email, postal mail, etc.

2. Personal information of Members shall be handled in accordance with the New Otani Group's Privacy Policy.

3. In accordance with the Privacy Policy established by Company and New Otani Group, the Member agrees that the Club or Palace Hotel will provide the Member with information about points, designated hotels and related facilities by email, postal mail, etc.

Article 9: Member benefits

1. Members can take advantage of benefits set by each hotel and facility when staying, using restaurants, and facilities at New Otani Group Hotels and Associate Hotels. Membership benefits can be checked on the NOC website.
2. Members must present their NOC ID to receive NOC benefits and privileges.

Article 10: Point Program

The New Otani Club Point Program Terms and Conditions, stipulated separately, shall apply to NOC's Point Program.

Article 11: Disqualification and Withdrawal of the Membership

1. Even after our association has approved your membership and you have been registered, we may cancel your membership without prior notice if any of the following apply and you are found to be inappropriate as a member. We also reserve the right to refuse re-admission for the same reason.

- 1) When a member violates these Terms and Conditions.
- 2) Whenever a Member does not follow the Hotel Rules of conduct or Terms and Conditions for Accommodation Contracts of New Otani Group Hotels or Associate Hotels,
- 3) If there is a problem such as a delay in payment when staying at a Hotel New Otani group hotel or an associate hotel or at a restaurant.
- 4) In the event of assault, injury, coercion, intimidation, blackmail, fraud, or similar acts.
- 5) If the person is wanted or arrested for a crime by police authorities, etc.
- 6) If our Company or our group determines that you are not suitable as a member.

2. Whenever a Member submits false information, does not follow the Rules or Regulations of the applicable facilities, or violates the Terms and Conditions stipulated herein, the membership may be disqualified without prior notice. In addition, re-admission may be refused for the same reason.

3. In case of disqualification or withdrawal of the membership, the membership card shall be returned to the Club Office.

4. A Member may withdraw from the membership at any time. Such withdrawal shall be processed by contacting the Club Office via email or telephone. The accumulated points at the time of withdrawal will be revoked when the withdrawal procedure is completed. No cash payment will be made for the accumulated points.

5. If a Member's account reflects no record of New Otani Group Hotels stay at the applicable facilities or no accrual of points for a consecutive 24-month period at any time following

registration, the Club Office shall be entitled to revoke or cancel the membership of such Member.

Article 12: Change of Member Profile

1. If there is any change to information provided at the time of application such as the address, phone number, email address, etc., please make the change through Member's portal on the NOC Website.
2. If the Member does not make any necessary changes according to 1., and does not receive any contact or notification from the Club, the Club will not bear any responsibility. In this case, Members may not receive the Member benefits.

Article 13: Discontinuation of program provision and Compensation for damages

1. As a force majeure event, in the following cases, Company may, at its discretion, take measures to suspend all or part of the provision of member services without prior notice to members. The Company shall not be held responsible for any damages incurred by the member arising from the suspension of the provision of member services based on this.
2. The Company shall not be held responsible for any trouble that arises between the Member and the Member Store or a third party when the Member uses the Member Store, unless there is intentional or gross negligence on the part of the Company.

Article 14: Court of Jurisdiction

For any disputes with our Company related to these Terms, we agree that the Tokyo District Court shall have exclusive jurisdiction of the first instance.

Article 15: Governing Law

These Terms shall be governed by the laws of Japan.

Article 16: Change in Membership Regulations

1. These Terms stipulated herein are subject to change without prior notice. In such cases the changes shall become valid upon announcement of the changed Regulations on the NOC website.
2. If a Member uses the service of the Club after changes to Regulations, it will be deemed that he/she has accepted the changed Regulations.

The above is effective as of February 1, 2025

Contacts:

The New Otani Club Official Website:

www.newotani.co.jp/en/group/noc/

THE NEW OTANI CLUB CENTER OFFICE

E-mail :nocofic@newotani.co.jp