# **Executive Card Membership Terms and Conditions**

Established: March 1, 1971

Latest revision: August 1, 2024

## 1. Keio Plaza Hotel Chain

The Keio Plaza Hotel Chain is the collective name for Keio Plaza Hotel (Shinjuku), Keio Plaza Hotel Hachioji, which are operated by Keio Plaza Hotel Co., Ltd., and Keio Plaza Hotel Sapporo, which is operated by Keio Plaza Hotel Sapporo Co., Ltd. (the Keio Plaza Hotel Chain is hereinafter referred to as the "Hotel").

#### 2. Members

An Executive card member (the "Member") means an individual who has, upon approving these Executive Card Membership Terms and Conditions set forth by the Hotel (these "Terms and Conditions") and the Plaza THANKS Program Terms and Conditions (the "Plaza THANKS Program") that is separately provided, filled in the required matters in the designated application form and applied for enrollment, and who the Hotel recognizes to be qualified and approves the enrollment of and to whom an Executive Membership Card (the "Membership Card") with membership number is issued.

## 3. Membership Qualifications

A Member is a person who meets all of the below conditions:

- (i) An individual person (corporations and groups are not allowed);
- (ii) A person who has an address;
- (iii) A person who is 18 years or older; provided, however, that even if a person is under 18 years old, the condition of this item shall be satisfied by notifying upon the application of enrollment that a parent or guardian has given consent; and
- (iv) A person who uses the Hotel by complying with the various terms of use and provisions separately set forth by the Hotel.

# 4. Issuance of the Membership Card

- (1) Only one (1) plastic Membership Card will be issued for one (1) Member (the "Plastic Card") and one digital membership card (the "Digital Card") will be issued for one (1) Member upon request to be displayed on "My Page," where members can log in by setting their e-mail address and password; provided, however that a separate Membership Card with credit card function will be additionally issued if the Member requests such card.
- (2) The Plastic Card and the Digital Card will have the same membership number.
- (3) A Membership Card with credit card function can only be issued to those who have an address in Japan. Enrollment in a Membership Card with a credit card function shall be subject to the terms and conditions

- of the credit card company.
- (4) Upon issuance of a Plastic Card, the Member shall promptly sign the signature line on the back of the card.
- (5) The Member shall manage and use the Membership Card with the due care of a prudent manager.
- (6) The Membership Card may only be used by the Member. Please present the Membership Card every time when using the Hotel at the time of payment. The Membership Card may not be transferred or loaned to a third party.
- (7) The Member shall be responsible for any damage or other disadvantage caused by a third party using their Membership Card in violation of the preceding two clauses.

#### 5. Enrollment Fee and Annual Membership Fee

- (1) There is no enrollment fee or annual membership fee.
- (2) If a Membership Card with credit card function is issued, please pay the credit card's enrollment fee and annual fee to the credit card company according to the terms and conditions of the credit card company.

## 6. Provision of Plaza THANKS Program

In the separately provided Plaza THANKS Program, membership levels are set based on the Member's total usage amount during a one (1) year period (excluding taxes; the "Standard Amount"). Benefits and services such as the Plaza THANKS Points (the "Points") corresponding to each membership level will be provided. In addition, levels will change according to the conditions set forth in Article 7. The names of the membership levels and the Standard Amount in each membership level are as in the chart below:

# Name of Membership Level and Standard Amount for Each

•			
Membership level	Bloom	Prime	Royal
Total usage amount in a			
one-year period	Less than 100,000 yen	100,000 yen to 299,999 yen	300,000 yen or more
(excluding taxes)*			

<sup>\*</sup>If the amount spent excluding taxes is less than 100 yen, the amount used will not be added to the total usage.

## 7. Application and Period of Membership Level

- (1) The Bloom level will apply to the Member upon enrollment.
- (2) The month in which the Hotel accepts the enrollment will be the starting month of the term, and the applicable membership level will be decided with the total usage amount in a one-year period (excluding taxes) from such starting month of the term. The applicable membership level will be similarly decided from the second year of enrollment with the total usage amount in a one-year period (excluding taxes). Furthermore, the total usage amounts will be respectively totaled for each membership number.
- (3) If the total usage amount (excluding taxes) meets the Standard Amount of the higher membership level during the term in the preceding clause, the higher membership level will be applied from the following month thereafter. The applicable period of this membership level will be a three (3) year period added to

- the period from the month that the higher membership level was applied until the month prior to the initial starting month of the term (if the Standard Amount is met in the 12th month from the starting month of the term of that year, the period will be three (3) years).
- (4) If the total usage amount (excluding taxes) of the one (1) year period of each year meets the Standard Amount of that membership level one or more times during the applicable period of the membership level in the preceding clause, that membership level will be applied after the end of such period of the membership level for a period of three (3) years. Furthermore, if the Standard Amount of that membership level is not met for three (3) consecutive years, the membership level will be changed based on the Standard Amount after the end of the applicable period of the membership level.
- (5) The payment amount excluding taxes using the prescribed payment method stipulated by the Hotel, such as cash or credit card, etc. (the "prescribed payment method"), will be added to the total usage amount. Furthermore, any usage that is treated as an advance payment will be added after the Hotel performs the service.
- (6) The total usage amount for one (1) payment will be added to the one (1) Membership Card presented.
- (7) The following uses will not be added to the total usage amount:
  - The part of the amount appropriated for payment with Points;
  - The part of the amount to which discounts were applied;
  - The part of the payment by various complimentary tickets such as meal tickets and accommodation tickets and tickets exchanged for Points;
  - Fees other than guest room rates such as various taxes (consumption tax, accommodation tax, etc.), refrigerator and mini bar fees during the use of guest rooms, telephone and fax transmission costs, and laundry fees; fees ancillary to club lounge SKY PLAZA IBASHO, and parking fees, etc.
  - Payments made by a third-party for accommodation of said third party as a result of the Member's referral.
  - The part used via an agency or other online reservation site, etc.;
  - The payment price of various use coupons, cancellation charges, and the part used for products and facilities (tenants, etc.) that are partially excluded such as special event products;
  - Items that the Hotel temporarily pays in advance for such as deliveries and taxis; and
  - Other items that the Hotel separately determines to be excluded.

#### 8. Payment Method when Using the Hotel

- (1) Please pay by the prescribed payment method when making payments at the Hotel or participating tenants of the Plaza THANKS Program.
- (2) No sales on credit may be made by the Membership Card without a credit card function.

## 9. Member Benefits

- (1) The Member can receive privileges such as Point accumulation and usage under the Plaza THANKS Program and preferential rates at accommodation, restaurants, etc. by presenting their Membership Card. For details of the benefits, please refer to the Hotel's website.
- (2) Please present your Membership Card at the time of payment. If the Membership Card is not presented

- or if the Membership Card is presented after payment, the various benefits (including usage and accumulation of Points) cannot be received retroactively.
- (3) If a third party uses the Hotel as a result of a referral by the Member, the Member will not be credited with any accumulated amount of usage or Points for the charges paid by the third party. However, if there is a preferential rate for the Members for lodging, the third party may be entitled to receive this rate.

# 10. Use of Digital Card

Use of the Digital Card shall be governed in accordance with the My Page Terms of Use separately stipulated by the Hotel, in addition to these Terms and Conditions.

## 11. Presentation of Membership Card

The Hotel and participating tenants of the Plaza THANKS Program may require the presentation of the Membership Card in cases other than those described in Article 4 (6), Article 7 (6), and Article 9 (2), and the Member shall comply with such requests.

## 12. Notification of Changes

If a change arises to the Members's information notified at the time of registration for membership, the Member shall give notification of such change to Member Relations, which is provided in Article 21, or from My Page, without delay. The Hotel and the Plaza THANKS Program participating tenants shall not be liable if benefits or services such as the Points are not provided due to there being no notification of such changes. Furthermore, changes regarding the Membership Card with credit card function shall be pursuant to the change procedures under the terms of use of the credit card company.

## 13. Lost or Stolen Membership Card and Reissuance

- (1) If the Membership Card is lost, stolen, or its information leaked etc., please immediately contact Member Relations, which is provided in Article 21, of that effect. In principle, the Hotel will not reissue a Plastic Card. It will only change the Member's membership number.
- (2) Only in the event that the Plastic Card becomes unusable due to magnetic defects, etc., the hotel will reissue a new card in exchange for said card upon notification by the Member.
- (3) All Points held at the time the membership number change procedure will be carried over.
- (4) Re-issuance of the Membership Card with credit card function shall be subject to the terms and conditions of the credit card company.

#### 14. Withdrawal

- (1) If the Member wishes to withdraw, the Member may withdraw by notifying Member Relations, which is provided in Article 21. Furthermore, if the Membership Card has a credit card function, withdrawal shall be according to the terms and conditions of the credit card company.
- (2) If the Member is unable to give a notification of withdrawal due to reasons beyond their control or if a situation where contact cannot be made arises, withdrawal may be accepted by a notification from a

family member or a relative upon taking into consideration the circumstances and upon confirmation of the Member's information. In this instance, the Hotel will not be liable whatsoever even if a dispute arises between the Member and the family member or relative who made the notification for withdrawal. Furthermore, if the Membership Card has a credit card function, withdrawal shall be subject to the terms and conditions of the credit card company.

- (3) After withdrawal, the Member, the family member or the relative shall destroy the Plastic Card. Furthermore, in the case of a Membership Card with credit card function, destruction shall be subject to the terms and conditions of the credit card company.
- (4) After the completion of the withdrawal procedures, the membership level provided in Article 6 and the total usage amount provided in Article 7 will all become invalid.

# 15. Revocation of Membership Qualification

- (1) If the Member is discovered to be an organized crime group member, an organized crime group-related group or a related party, or other anti-social forces, the membership qualification will be revoked. In addition, if it is discovered at the time of application for enrollment, enrollment will be refused.
- (2) If the Hotel determines that there was a disqualifying act as a Member, such as an act that violates these Terms and Conditions, the various terms and conditions separately set forth by the Hotel, or public order and morality, etc., or if there was a false application at the time of application for enrollment, the membership qualification will be revoked.

## 16. Loss of Membership Qualification

- (1) If the Member does not use the Hotel or a facility set forth in Article 3 (1) of the Plaza THANKS Program over a five (5) year period from the last day of use of the Membership Card, the membership qualification shall be forfeited on the last day of the month that the five (5) year period elapses.
- (2) If the Member passes away, the membership qualification shall be forfeited. In this instance, a family member or relative should promptly provide notification to Member Relations, which is provided in Article 21.

#### 17. Handling of Personal Information

- (1) Acquisition of personal information
  - The Hotel will obtain personal information of the applicants for enrollment and the Members (collectively, the "Members, etc.") from the Members, etc. during transactions with the Hotel, including applications for enrollment (the "Transactions"). Personal information of the Members, etc. includes the following information:
  - (i) Personal information such as name, etc., provided on the prescribed application forms by the Members, etc.;
  - (ii) Personal information with respect to usage results, etc. concerning the Transactions.
- (2) Use of personal information
  - Personal information will be used within the scope of the following purposes of use:
  - (i) Use when disclosure is required according to the provisions of the laws and regulations;

- (ii) Use for commercial purposes, including but not limited to sending information regarding various forms of benefits, merchandise plans, and events, as well as distributing information through electronic means such as email;
- (iii) Use as statistical information to the extent individuals are not identified for usage trend surveys, new product development and customer satisfaction surveys;
- (iv) Use for the management of Member information in each Member organization and services conducted for the Member;
- (v) Use for the communication by letter, telephone or email in response to important notifications or questionnaires, etc.;
- (vi) Use for communications for information and confirmations relating to the Transactions, etc., delivery of products, payment and settlement of prices, and other related matters;
- (vii) Responses to inquiries and requests, etc.; and
- (viii) Other uses concerning the general provision of the Hotel's services.
- (3) Provision of personal information to third parties
  - The Hotel will provide personal information to subcontractors within the scope of the purpose of use in the preceding clause, such as for sending direct mail marketing, and within the scope of the purpose of use such as managing registration of Member-related data and providing services (Please refer to the Privacy Policy (Policy on the Protection of Personal Information) separately set forth by the Hotel for details.). In this instance, the Hotel will have the subcontractors take appropriate protective measures such as the duty of confidentiality for the personal information.
- (4) Disclosure, revision, discontinuation of use of personal information
  - (i) If there is a request from the Members, etc. or their proxy for the disclosure, revision or discontinuation of use of the personal information concerning such Members, etc., the Hotel will respond in good faith to the reasonable and necessary extent upon confirming the identity of the person making the request.
  - (ii) For details regarding procedures related to requests for disclosure (including required documents, submission methods, methods for verifying the individual's identity, handling fees, and other related information), please contact Member Relations through the Hotel's website or the contact information provided in Article 21.

## (5) Other

With regard to the handling of personal information and the distribution of the email magazine, in addition to this Article 17, personal information will be handled pursuant to the Privacy Policy (Policy on the Protection of Personal Information) and Email Magazine Terms of Use that are separately set forth by the Hotel.

## 18. Revisions to or Termination of These Terms and Conditions

- (1) The Hotel may revise or terminate these Terms and Conditions at the Hotel's discretion.
- (2) In the case where the Hotel revises or terminates these Terms and Conditions, the fact of such revision or termination, and in the case of a revision, the content of these Terms and Conditions after such revision and the date on which such revisions take effect, will be notified on the Hotel's website by one

- (1) month prior to the date on which the revision or termination are due to take effect.
- (3) When the Member has used the Hotel's services under these Terms and Conditions on or after the date on which the revised Terms and Conditions takes effect, the Member shall be deemed to have consented to the revisions to these Terms and Conditions.

#### 19. Exclusion from Liability

- (1) The Hotel shall not be liable if a natural disaster or other force majeure (any phenomenon that the Hotel cannot foresee, manage nor oppose, such as an earthquake, typhoon, flood damage, fire, war, civil war, epidemic or infectious disease, act of government or public agency, and is not attributable to the Hotel) or a system error or network malfunction, etc., occurs and the Member is unable to use the service such as the benefits and addition of Points under these Terms and Conditions or the Plaza THANKS Program as a result thereof.
- (2) In the event of clause (1), the Hotel will provide the service of adding the Points, etc. to such Member, only if the use can be confirmed and identified.
- (3) The Hotel shall not be liable for any and all damages incurred by the Member due to loss, theft or leakage of information of the Membership Card, or any act by a third party to pay with Points, redeem Points, view Point balances and expiration dates, or otherwise check Member information, due to the intentional or negligent conduct of the Member, or any action taken by the Member that is not attributable to the Hotel.
- (4) The Hotel shall not be liable whatsoever for any trouble arising between the Member and the tenants participating in the Plaza THANKS Program or third parties when the Member uses such tenants.
- (5) The Hotel shall not be liable for any and all damages (monetary damages, emotional distress and other loss) that arise due to the revisions etc. to these Terms and Conditions set forth in Article 18, changes to or termination of the Plaza THANKS Program or otherwise incidentally thereto.

## 20. Governing Law and Court of Jurisdiction

- (1) The interpretation and effect of these Terms and Conditions shall be governed by the laws of Japan.
- (2) The Member and the Hotel agree that the Tokyo District Court will be the agreed court with exclusive jurisdiction of the first instance when a judicial dispute arises with respect to these Terms and Conditions.

#### 21. Member Relations

## Shinjuku and Hachioji Membership Office

Keio Plaza Hotel Co., Ltd.

2-2-1 Nishi-shinjuku, Shinjuku-ku, Tokyo 160-8330

Tel. +81-3-5322-8020

Days of operation: Mondays to Fridays except Wednesday, weekends, national holidays and the New Year holidays

URL: www.keioplaza.com/

## Sapporo Membership Office

Keio Plaza Hotel Sapporo Co., Ltd.

2-1 North 5 West 7, Chuo-ku, Sapporo, Hokkaido 060-0005

Tel. +81-11-271-9260

Days of operation: Mondays to Fridays except Wednesday, weekends, national holidays and the New Year holidays

URL: www.keioplaza-sapporo.co.jp/english/

1. Established: June 1, 1971

2. Person in charge: Director of Marketing Strategy Department

3. Revised: October 1, 2015

Revised: April 1, 2017

Revised: October 1, 2020

Replaced: February 1, 2023

Revised: December 1, 2023

Revised: August 1, 2024

# **Plaza THANKS Program Terms of Use**

Established: June 8, 2001

Latest revision: August 1, 2024

## 1. Definition of the Service

- (1) The Plaza THANKS Program Terms of Use (these "Terms of Use") covers the service when using the Keio Plaza Hotel Chain (the "Hotel") and Plaza THANKS Program participating tenants, in which Plaza THANKS Points (the "Points") are awarded and can be used to defray the cost of purchases or can be exchanged for points-redemption-merchandise.
- (2) These Terms of Use relate to the privileges described in the following terms and conditions, which are separately stipulated by the Hotel:
  - (i) Executive Card Member Terms and Conditions;
  - (ii) Executive Card W Member Terms and Conditions;
  - (iii) 47 Club Member Terms and Conditions;
  - (iv) Keio Plaza Card Member Terms and Conditions; and
  - (v) Executive Card Plaza Eminence Club Member Terms and Conditions.
- (3) Use of these Terms of Use construes acceptance of any of the membership agreements set forth in clause (2) and the My Page Terms of Use.

## 2. Usage Method

- (1) The privileges set forth in these Terms of Use are available only to members who have approved one of the membership agreements set forth in Article 1, clause (2), who have been accepted for membership by the Hotel, and who have been issued a membership card with a membership number (the "Members" and the "Membership Card," respectively).
- (2) Please present the Membership Card every time when using the Membership Card. Points may not be added or used if the Membership Card is not presented or if it is presented after payment.
- (3) One (1) Membership Card may be used for one (1) payment.
- (4) Even if a Member has multiple membership numbers, the Points under these Terms of Use will be credited to the membership number presented, and the Points held under other membership numbers cannot be combined or transferred.

## 3. Plaza THANKS Points

(1) Points will be added and privileges and services will be provided according to the three membership levels in the table below when the Membership Card is presented and used at the Hotel for accommodations, restaurants, bars/lounges, Poppins, room service, gift shops, weddings and banquets for congratulations or condolences paid for by individuals (excluding payments by corporations, groups, etc.) (hereinafter "wedding and banquets for congratulations or condolences paid by individuals"), and at facilities such as Plaza THANKS Program participating tenants. Points will be added to only one Membership Card per bill.

# ■ Number of points awarded per membership level (calculated per 100 yen spent [excluding tax])

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	Membership level			
	Bloom	Prime	Royal	
Accommodations	2 points	3 points	5 points	
Restaurants, bars, lounges*1	5 points	7 points	10 points	
Take-out products from Poppins, etc.*2	3 points			
Wedding and banquets for congratulations or condolences paid by individuals	1 point			

<sup>\*1</sup> Includes usage for room service and at Plaza THANKS Program participating tenants.

- (2) The following items or uses are not eligible for the addition of the Points.
- The part of the amount appropriated for payment with Points;
- The part of the amount to which discounts were applied;
- The part of the payment by various complimentary tickets such as meal tickets and accommodation tickets and tickets exchanged for Points;
- Fees other than guest room rates such as various taxes (consumption tax, accommodation tax, etc.), refrigerator
  and mini bar fees during the use of guest rooms, telephone and fax transmission costs, and laundry fees; fees
  ancillary to club lounge SKY PLAZA IBASHO, and parking fees, etc.
- Payments made by a third-party for accommodation of said third party as a result of the Member's referral.
- The part used via an agency or other online reservation site, etc.;
- The payment price of various use coupons, cancellation charges, and the part used for products and facilities (tenants, etc.) that are partially excluded such as special event products;
- Items that the Hotel temporarily pays in advance for such as deliveries and taxis; and
- Other items that the Hotel separately determines to be excluded.

## 4. Addition of Points

<sup>\*2</sup> Includes purchases at the gift shop, lobby gallery and online store.

- (1) Points will be added for the subject usage amount (excluding taxes) for every transaction in which the transfer of money has been completed and the delivery of the goods or services to be provided has been completed (the "Settlement").
- (2) The Points that have been added at the time of the Settlement may be used from the day after the day of the Settlement. However, the Points awarded during campaigns or other special events may be used from the day separately stipulated by the Hotel.
- (3) If the Member uses the restaurant, bar/lounge, Poppins, room service, or gift shop during their stay, the Points for such usage will be added the day after the check-out date. In addition, if a representative pays for more than one room, the Points associated with all rooms will be added the day after all rooms are checked out.
- (4) The addition of the Points may be delayed if the Membership Card cannot be used due to damage or magnetic strip malfunction, etc., or if any online difficulties or other problems, etc. occur with the Hotel's operating system.
- (5) In case of omission or error in the addition of the Points, the Hotel will accept and correct such omission or error upon request within one year from the date of use, provided that the Hotel deems the request to be reasonable.
- (6) The Hotel reserves the right to cancel or request the return of any added amount of spending or points that have been erroneously credited by the Hotel after notifying the Member.

# 5. Payment Using Points

- (1) The Points may be appropriated for payment, with one (1) point for one (1) yen, for use at the Hotel for accommodations, restaurants, bars and lounges, Poppins, room service, gift shops, and Plaza THANKS Program participating tenants. However, the Points may not be appropriated for the use of banquet halls.
- (2) The Points may not be appropriated for payment for the purchase of merchandise gift certificates (Keio Plaza Checks), accommodation vouchers and restaurant gift certificates, etc., sales on credit, and usage for excluded products, such as special event products, or at excluded facilities (tenants, etc.).
- (3) The Points may not be appropriated for payments made through agents or other online reservation sites.
- (4) Points may not be exchanged for cash.

## 6. Exchange of Points for Points-Redemption-Merchandise

- (1) Points may be exchanged for points-redemption-merchandise, such as original Hotel gifts, etc.
- (2) Only the Member can apply for the exchange of points for points-redemption-merchandise.
- (3) The exchange of points for points-redemption-merchandise can be applied for using either of the following methods:
- (i) Application by placing a telephone call to Member Relations; or
- (ii) Application from My Page where Members can log in by setting their e-mail address and password (only for those who are a resident of Japan)
- (4) The number of points required for the exchange will be subtracted from the point balance at the time the Hotel accepts the exchange of points.
- (5) Points-redemption-merchandise will be shipped only within Japan. Points-redemption-merchandise will be shipped as soon as it is ready.
- (6) No returns, cancellations, exchanges, or changes in delivery address are allowed after applying for points-

redemption-merchandise.

(7) The Hotel is not liable whatsoever for any loss, theft, defacement, damage, etc. that occurs during delivery of

point-redemption products.

(8) Resale of points-redemption-merchandise is prohibited.

(9) If three months have passed since the application for the points-redemption-merchandise, inquiries regarding the

shipment of the points-redemption-merchandise will not be responded to.

7. Validity Period of the Points

(1) The Points that have been added during the one (1) year period from the month in which the Member registers

will be valid for two (2) years from the following month after such one (1) year period ends. Points for which the

validity period has passed will automatically expire. This addition and validity period will be the same from the

following year onwards.

(2) Expired points are not refundable for any reason.

8. Treatment of Points in Association with Withdrawal, etc.

If the Member withdraws, or if their membership qualification is revoked or lost, the Points will

automatically expire at such time.

9. Change or Termination of the Plaza THANKS Program

(1) The Hotel may revise or terminate these Terms of Use at the Hotel's own discretion.

(2) In the case where the Hotel intends to revise or terminate these Terms of Use, the fact of such revision or

termination will be made, the content of these Terms of Use after such revision and the date on which such

revisions take effect shall be notified on the Hotel's website by no later than one (1) month prior to the date on

which the revisions are due to take effect.

(3) In the case where the Member has used the Hotel's services based on these Terms of Use on or after the date on

which the revised Terms of Use takes effect, it shall be regarded that the Member has agreed upon the revisions

hereto.

10. Governing Law and Court of Jurisdiction

(1) The interpretation and effect of these Terms of Use shall be governed by the laws of Japan.

(2) The Member and the Hotel agree that the Tokyo District Court will be the agreed court with exclusive

jurisdiction of the first instance when a judicial dispute arises with respect to these Terms of Use.

**Supplementary Provisions** 

1. Established: June 8, 2001

2. Person in charge: Director of Marketing Strategy Department

3. Revised: November 1, 2006

Revised: Octo

October 1, 2015

Revised:

March 11, 2020

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Revised: October 1, 2020 Revised: August 1, 2024