

# Waizu Club International Terms of Membership

## Article 1. Purpose of Waizu Club International

Waizu Club International (“WCI”) is a membership organization operated by The Yomiuri Shimbun, Osaka (the “Company”) with the major aim of providing certain membership services to its members as set forth in Article 3 (the “Members”).

## Article 2. Terms of Membership

1. The Waizu Club International Terms of Membership (these “Terms”) shall apply to any and all matters concerning the provision of the membership services by WCI and use of such services.
2. Any rule announced by the Company from time to time in the services provided by WCI and any individual term that the Company provides for each service shall comprise a part of these Terms.
3. The Members shall use the services of WCI in accordance with these Terms.
4. If any Member causes any damage to the Company in breach of these Terms, the Company may seek compensation for damages from such Member.
5. If any Member fails to abide by these Terms, such Member may lose his/her membership.

## Article 3. Membership

1. The Members under these Terms mean the persons who register with WCI through an application procedure prescribed by the Company after agreeing to these Terms, and whose registration is accepted by the Company.
2. In principle, any person aged 18 or older who is a resident of Japan and has a nationality other than Japanese is eligible to be a Member.
3. The Company provides the Members who apply for membership with their own membership numbers.

## Article 4. Application for Membership

1. Any person who wishes to join WCI needs to take an application procedure via a website prescribed by the Company by giving his/her consent to these Terms.
2. If an applicant is found to fall under any of the following items, the Company may not accept his/her application, or may deregister his/her membership even after he/she has once been accepted as a Member:
  - (1) the relevant applicant does not actually exist;
  - (2) there is any false or defective entry in matters declared at the time of the application of the relevant applicant;
  - (3) at the point of application, the relevant applicant has actually received, or had received in the past, a disposition to deregister him/her or refusal of his/her application for membership due to his/her breach of these Terms or other reasons; or
  - (4) the Company otherwise determines based on reasonable grounds that the relevant applicant is unsuitable as a Member.

### **Article 5. Membership Card**

1. The Company issues a membership card to each Member who is admitted to WCI by taking the application procedure via a website prescribed by the Company. The membership number, name and admission date of the relevant Member will be indicated on the membership card.
2. A membership card will be sent at a later date to each Member who is admitted to WCI. The name, membership number and admission date will be described on the membership card. Members shall keep their membership cards, and if any Member loses his/her membership card, such Member shall promptly contact the Company. The Company will reissue the membership card for a fee and send it to the relevant Member at a later date.
3. Membership cards may be required to be presented when a Member takes part in an event organized by WCI, or when a Member enjoys membership benefits.

### **Article 6. Service Fees and Expenses**

1. Admission to WCI shall be free of charge.
2. Any instrument or equipment, the Internet connection environment and other items required for using the Internet shall be prepared at the cost and responsibility of the Members. Any telecommunication fee, connection fee and other cost required for access shall be borne by the Members themselves. The same shall apply to the cost for email, postal mail, fax and other means of communication. Any postal cost for sending various procedural documents to be sent from a Member to the Company, any postal fee required for sending documents applying for various services or programs, telephone fees required for using telephone consultation services, transportation cost arising when participating in an invitation event, or any similar cost or expense shall be borne by the relevant Member, unless the Company explicitly notifies or announces to the Member that the Company will bear the same.

### **Article 7. Copyrights, etc.**

1. Any copyright in the content of the services provided by WCI shall belong to the Company. The copyright of any information, text, etc. which is registered, provided or posted by the Members (the “**Member Provided Information**”) (including the rights under Articles 27 and 28 of the Copyright Act of Japan) shall belong to the Company. The Members shall not exercise their moral rights with respect to the Member Provided Information.
2. The content of WCI shall not be used beyond the scope of private use by the Members themselves, nor published on any website or by other means.
3. If any Member causes any dispute regarding any copyright or other intellectual property right in breach of these Terms, such Member shall settle such issue at his/her own cost and responsibility.

### **Article 8. Membership Services**

1. The Company shall provide the membership services through the Internet, post, courier or Yomiuri newspaper delivery branches (known as Yomiuri Centers, or YC).
2. The services of WCI include services exclusively provided for the Members and services that also accept non-members accompanied by the Members. The necessary requirements for the Members to

use the respective services shall be subject to conditions separately determined by the Company.

#### **Article 9. Prohibited Acts**

The following acts shall be prohibited in using the services of WCI:

- (1) criminal acts under the Penal Code of Japan, civil torts or any act that violates any other applicable domestic law, international treaty, etc.;
- (2) acts that infringe or are likely to infringe any intellectual property right, such as a copyright or trademark right, of the Company, any other Member or a third party;
- (3) acts that infringe or are likely to infringe any property right, privacy, portrait right or other right of any other Member or a third party;
- (4) election campaigning or any similar acts, or other acts that relate to politics or religions;
- (5) acts of providing information that contradicts facts, or information that is or is likely to be against public policy to the Company, any other Member or a third party;
- (6) acts that are intended for profit-making, or preparation of such profit-making through WCI or in relation to WCI without the consent of the Company;
- (7) acts that interfere with or slander the operation of WCI by any means whatsoever;
- (8) acts that interfere with or slander the business of the Company or its affiliates;
- (9) acts that cause or are likely to cause system failure to the system of WCI; and
- (10) acts that transfer any service provided by the Company to a third party.

#### **Article 10. Suspension of Provision of Services**

1. If any Member falls under any of the events set forth below, the Company may suspend the provision of the services to such Member:
  - (1) the Member conducts any prohibited act set forth in Article 9;
  - (2) there is any delay of or failure in the performance of the Member's obligations owed to the Company;
  - (3) there is any act that otherwise breaches any of these Terms or materially contradicts the intent of these Terms; or
  - (4) the Company determines based on reasonable grounds that the Member is unsuitable to be a Member.
2. If the Company intends to suspend the provision of the services pursuant to the provisions of Article 10.1, the Company shall notify the Member in advance of the reason therefor through a method that the Company determines appropriate; provided, however, that if there is an inevitable urgent need, the Company may suspend the provision of the services at its discretion without giving any prior notice.

#### **Article 11. Cancellation of the Term by the Company**

1. If any Member falls under any of the items of Article 4.2 or breaches Article 9, or any Member who becomes subject to suspension of the provision of the services pursuant to the provisions of Article 10 fails to rectify the grounds of such suspension despite provision of a demand stipulating a certain time, the Company may cancel the membership with such Member and take compulsory deregistration

disciplinary action against such Member.

2. Article 11.1 shall not preclude the Company from making a demand for compensation of damages.
3. Any Member who is subject to the compulsory deregistration disciplinary action pursuant to Article 11.1 shall forfeit the benefit of time, and any and all obligations owed to the Company, such as service fees accrued at that point of time, shall be paid immediately in a lump sum.

#### **Article 12. Cancellation of the Term by a Member**

1. If any Member wishes to terminate his/her membership (i.e., voluntarily deregister), such Member shall notify the Company to that effect in accordance with a procedure prescribed by the Company.
2. In case of the death of a Member, the Company shall treat it as if the notification under Article 12.1 has been made at the point of time when the Company becomes aware of such fact.

#### **Article 13. Handling of Information Provided by Members**

1. If the Company determines any Member Provided Information falls under any of the items below, the Company may delete such Member Provided Information:
  - (1) it is necessary for the maintenance and management of the Company's system;
  - (2) the size of the Member Provided Information exceeds the prescribed memory capacity of the Company's system;
  - (3) the content of the Member Provided Information is likely to be against public policy;
  - (4) the Company determines that the Member Provided Information falls under unlawful, annoying, obscene, harmful or vulgar information, or defamation, etc. of a particular group or individual; or
  - (5) a certain period of time has elapsed.
2. The provisions of Article 13.1 shall not mean that the Company is obliged to delete the Member Provided Information. In addition, the Company shall not owe any liability whatsoever for any damage sustained by any Member or third party due to deleting or not deleting the Member Provided Information pursuant to the provisions of this article.

#### **Article 14. Notification of Change of Registered Matters**

1. If there is any change in matters notified by the Members to the Company, such as an address and telephone number, Members shall promptly take the procedure to notify the change by a method prescribed by the Company.
2. If any disadvantage occurs to a Member from the Member's failure to notify any change, the Company shall assume no liability therefor.

#### **Article 15. Change, Discontinuation or Suspension of Services**

1. The Company may change all or part of the membership services without giving any notice to the Members. In addition, if any of the following events occurs, the Company may discontinue the services of WCI in whole or in part, without giving prior notice to the Members:
  - (1) any act of God, incident or other emergency situation occurs or is likely to occur; or
  - (2) provision of the services becomes impossible due to fire, power failure or other causes.

2. When the Company considers that temporary discontinuation of the services is necessary for equipment maintenance, or for operational or technical reasons, the Company may suspend the services by notifying the Members in advance to that effect by a method that the Company determines appropriate; provided, however, that this shall not apply to emergency situations.
3. Even if any delay in or discontinuation of the provision of the services in whole or in part occurs due to any event described in the preceding two paragraphs, the Company shall not be liable for any damage sustained by the Members or any third party as a result thereof.

#### **Article 16. Termination of Services**

1. The Company may terminate the services of WCI in whole or in part by notifying the Members in advance to that effect by a method the Company determines appropriate.
2. The Company shall be exempted from any liability incidental to the termination of the services conducted by taking the procedure set forth in Article 16.1.
3. Any and all rights of the Members pertaining to the use of the services shall be immediately extinguished by the termination of the services of WCI, except in situations where the Company explicitly specifies differently.

#### **Article 17. Handling of Personal Information of Members**

The Company handles personal information collected from the Members in accordance with the “Privacy Policy: Handling of Personal Information by Waizu Club International” which is established separately.

#### **Article 18. Affiliated Services**

1. The Members may use affiliated services via the services provided by WCI. If a contract is executed for the use of the affiliated services, such contract shall be formed between the relevant Member and the affiliated partner.
2. The Members acknowledge that the affiliated partner is the entity providing the affiliated services, not the Company, and the Members shall comply with any terms of use, instruction or other matters specified by the affiliated partner. For the avoidance of doubt, if any Member fails to abide by such terms of use, etc., he/she is deemed to have breached these Terms.
3. The Company shall not be liable for any damage arising from the use of, or inability to use, the affiliated services.

#### **Article 19. Service Fees and Means of Payment**

1. Service fees for the services provided to the Members and the calculation method thereof shall be separately determined by the Company.
2. The Members shall pay the service fees and other obligations by a determined due date by a method that the Company approves for the respective Members. The method of payment shall be as separately determined by the Company.
3. If the Company is commissioned from affiliated partners to collect service fees for the affiliated services, the relevant Members shall pay such service fees to the Company.

#### **Article 20. Disclaimer and Limitation of Liability**

1. The Company makes no warranty whatsoever, whether express or implied, with respect to the membership services (including, but not limited to, the warranty of completeness, accuracy, usability of the information provided through the membership services, and the warranty of the content or quality of products, services, prizes, privileges or other items provided through the membership services). The Company does not warrant that any failure in the membership services shall be corrected in all cases.
2. The Company shall not be liable for any defects in any prize, privilege or other item to be provided to the Members. The Company shall assume no liability in cases where any failure in distribution, delivery or other action relating to the membership services occurs.
3. The Company shall assume no liability to the Members with respect to any change, discontinuation, delay, suspension or termination of the membership services pursuant to the provisions of Article 15 or Article 16.
4. The Company shall assume no liability with respect to any loss, damage, etc. set forth in the following items, even if the Company was informed of the possibility of such loss, damage, etc. in advance:
  - (1) any loss sustained by a Member due to any change, discontinuation, delay, suspension, termination or failure of the membership services (including those caused by a claim from any third party);
  - (2) any loss incurred by a Member due to any email message, information, software, product or service, transaction, etc. that such Member acquired through the use of the membership services (including those caused by a claim from any third party);
  - (3) any cost incurred by a Member to procure any substitute product or service for the membership services; or
  - (4) any type of indirect, special, incidental or other consequential damage (including lost profits) incurred by a Member due to the inability to use the membership services.
5. In case of any third-party claim (including reasonable attorney's fees) caused by the use of the membership services conducted by using the registered information of a Member (including any use thereof by a person other than the Member), such Member shall settle such claim at his/her own cost and responsibility.
6. The Company is not obligated to monitor or edit any private message exchanged through WCI, and shall have no liability for any damage arising from the absence of such monitoring or editing.
7. Any message sent or received within the WCI website may be technically processed or changed in the following cases. The Members shall give their consent to such processing or change being automatically conducted.
  - (1) If it is necessary for sending and receiving any message.
  - (2) If it is based on the technical requirements of the network to be connected.
  - (3) If it is necessary to comply with the terms of use of these services.
  - (4) If it is necessary to satisfy any other necessary conditions.

#### **Article 21. Rights of the Company**

Any right of the Company that arises from these Terms shall be reserved by the Company unless the

Company explicitly indicates to the Members that it will abandon such right.

**Article 22. Effect of These Terms**

If any provision of these Terms is determined to be in violation of any law or regulation, or void or unenforceable, other provisions excluding such provisions shall remain effective.

**Article 23. Amendments to These Terms**

1. The Company may make an amendment to these Terms by the method prescribed in Article 23.2 without obtaining the prior consent of the Members, as long as such amendment is in the general interests of the Members, or such amendment is reasonable and does not contradict the purpose of these Terms.
2. When making an amendment to these Terms in accordance with the provision of Article 23.1, the Company shall determine the effective date of such amendment, and disseminate its intention to amend these Terms as well as the content and the effective date of the amended Terms.

**Article 24. Notice, etc. to Members**

1. Provision of the membership services and notice, announcement, etc. required for the operation of WCI shall be given or made through a method properly elected by the Company, such as a notice addressed to the point of contact in the registered information of the Members, publishment in the copies of the Yomiuri Shimbun, an announcement on the WCI website or by other means.
2. Any notice from the Company to the Members through email shall be deemed to have reached the Members when the Company sends such email to the email address in the registered information of the Members. Any publishment made in the copies of the Yomiuri Shinbun or similar media shall become effective upon the issuance of such copies, and any announcement made on the WCI website shall become effective when the Company posts such content thereon.

**Article 25. Governing Law and Agreed Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of Japan. Any dispute between the Members and the Company with respect to these Terms and WCI shall be submitted to the exclusive jurisdiction of the Osaka District Court for the first instance.

**(Supplementary Provision)**

These Terms shall come into force as of November 27, 2023.

## Privacy Policy

### Handling of Personal Information by Waizu Club International

Waizu Club International (“WCI”) acknowledges the importance of personal information, and has established and operates its Privacy Policy as follows in order to properly collect, use, protect and manage the same in compliance with applicable laws and regulations as well as guidelines stipulated by authorities such as the Japanese government.

Scope of this Privacy Policy:

This Privacy Policy applies to all personal information that is handled by WCI.

#### Acquisition of Personal Information

WCI may acquire personal information in the following cases:

- (1) answers and applications to questionnaires, quizzes and presents;
- (2) applications for events and seminars;
- (3) purchase of products;
- (4) registration with or confirmation of services for its members; and
- (5) inquiries and posts of various types to WCI.

#### Purposes of Use of Personal Information

WCI will use acquired personal information for the following purposes:

- (1) to provide membership services and notify its members of matters necessary for its operation;
- (2) to provide various information and mail magazines in relation to products and services of The Yomiuri Shimbun, Osaka (the “**Company**”), such as newspapers, publications, cultural programs, electronic media services, seminars and events, as part of the membership services;
- (3) to conduct various questionnaires to help improve and develop the products and services of WCI and the Company;
- (4) to manage information of applicants to quizzes, presents, etc. and notify the results, etc.;
- (5) to introduce the products and services of its group companies, contents providers, etc. and conduct questionnaires, etc. in relation thereto as part of the membership service program;
- (6) to authenticate its members and answer inquiries from its members;
- (7) to improve, customize and develop the content, services and advertisements; and
- (8) to create statistically processed data (The data may be presented to its advertising clients or contents providers.).

#### Provision of Personal Information to Third Parties

WCI will not provide acquired personal information to any third party without the consent of the individual to whom the personal information relates, except for the case of disclosure under applicable laws and regulations, joint use or provision to its subcontractor.



#### Management of Personal Information

1. WCI properly manages personal information acquired through its websites by designating persons responsible therefor so that no unauthorized access, tampering, leakage or the like will occur. Only authorized responsible persons can access the respective data entered as personal information.
2. In principle, the server on which the data of personal information is stored is operated and managed by a subcontractor, Osaka Yomiuri Service.

#### Deletion of Personal Information upon Deregistration

Personal information of deregistered members will be held and used until the end of the fiscal year in which they deregistered; provided, however, that personal information publicized in WCI's activity reports, etc. will be used for as long as such publication continues.

#### Inquiries regarding Personal Information

If you have any inquiries concerning personal information held by WCI, please contact the following:

Waizu Club International Secretariat

Tel: 06-6366-2338 (Japanese only)

Hours: 10 a.m. to 5 p.m. on weekdays (Japan Standard Time)

Email: [waizu@yomiuri.com](mailto:waizu@yomiuri.com)

#### Disclaimer

WCI is not liable for the acquisition, use or management of personal information by operating entities, etc. of the websites, etc. that are linked to WCI's websites. If you intend to register your personal information with the linked websites, etc., please read the applicable terms and conditions of such websites, etc.