

TERMS AND CONDITIONS (FOOD EDUCATION CLASSES)

DEFINITIONS

In these terms and conditions (Terms), unless the context otherwise requires, the following expressions have the following meanings:

- “Takehiko Hashimoto”, “Deeply Regional Japan®”, “we”, “our” and “us” means Takehiko Riko Hashimoto ABN 17594801316 trading as Deeply Regional Japan Tours;
- “Parties” means you and us;
- “Class” means our food education classes, including scheduled and private classes in public and private venues;
- “Fee” means the price for our Products and Services as advertised on our Website or other media in the public domain, or provided directly by us, including that relating to Services of administrative nature;
- “Force Majeure” events mean events arising from circumstances beyond our control including, but not limited to, accident, fire, explosion, flood, severe weather, disease, war, terrorism, civil disobedience, industrial action, acts of Government, accident to or failure of machinery or equipment, or interruption to or failure of utility, communication or transport network;
- “Gift Voucher” means a gift voucher issued by Deeply Regional Japan®;
- “GST” means GST as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended from time to time;
- “Intellectual Property” includes any and all intellectual and industrial property rights throughout the world, whether subsisting now or in the future and includes all copyright and analogous rights, all rights in relation to inventions (including patent rights), designs (whether or not registered or registrable), appearance, graphics, logos, products, processes, softwares, trademarks (whether or not registered), business names, or Internet domain names;
- “Materials” mean work and materials that we provide to you in providing the Products and Services that contain material which is owned by or licensed to us and is protected by Australian and international laws;
- “Product” means any good offered on a commercial basis advertised on our Website or other media in the public domain, or provided directly by us or our Third Party Providers for purchase by you, including our Classes;
- “Third Party Provider” means any third party provider who supplies Products and Services to us as part of Products and Services you purchase from us, including but not limited to owners or operators of venues for our Classes, or manufacturers or vendors of food items used in our Classes;
- “Services” means arranging and executing a Product for you by us;
- “Terms” means these Terms and Conditions;

- “Terms of Use” means our Website Terms of Use;
- “Website” means the internet site www.deeplyregionaljapan.com operated by us;
- “you” or “your” means the person or persons purchasing our Products and Services.

YOUR OBLIGATIONS AND WARRANTIES

Our Classes are generally suitable for ages 16 years and over. Participants under the age of 18 years must be accompanied and supervised by an adult at all times during the Class. We cannot accommodate young children 12 years and below due to inherent dangers of the kitchen environment.

Please arrive at the Class venue 10 minutes before the advertised Class starting time. A starting time of “6:30 pm” means that the activities for the Class will commence at 6:30 pm. To minimise disruption, we cannot restart the Class for you if you arrive late.

Please wear comfortable clothing that you do not mind getting potentially stained or damaged during our Classes. As we do not supply aprons for rental, please bring your own apron to the Class.

Please wear covered footwear with a non-slip sole that will adequately protect your feet from falling sharp utensils and spillages of hot food. Your footwear should be sufficiently comfortable to allow you to be on your feet for extended periods of time.

You must disclose all known food allergies and intolerances you have at the time of your Class reservation. You are not permitted to participate in our Classes if you suffer from severe or life-threatening reactions to specific food items including, but not limited to, nuts, soy, wheat, gluten, buckwheat, sesame, egg, seafood and yeasts. We may request you to sign an Allergy Indemnity Form before your Class attendance. We reserve the right to refuse your attendance at our Classes if we determine that the potential risks to you are too high due to your food allergies and intolerances.

Please enquire with us prior to reservation if you have particular dietary requirements, e.g. vegetarian. While we will make every effort, we cannot guarantee that your dietary requirements will be fully met at our Classes, especially for very strict requirements, e.g. vegan, 100% wheat-free or 100% soy-free diets.

You must advise us, at the time of your reservation, of all known physical, health or medical conditions you have including, but not restricted to, mobility, eyesight or hearing issues, that may affect your ability to participate in our Classes.

You must not participate in our Classes if you have experienced, within 48 hours of your Class attendance, potential symptoms of communicable diseases and infections including, but not limited to, fever, vomiting, diarrhoea, frequent coughing and sneezing. We reserve the right to refuse entry to our Classes if you exhibit obvious symptoms of communicable diseases or infection upon arrival at the Class venue.

You must not participate in our Classes if you are under the influence of alcohol, drugs or other substances. We reserve the right to refuse entry to our Classes if you exhibit obvious signs of intoxication from alcohol, drugs and other substances upon arrival at the Class venue.

You must not engage in criminal, disruptive, threatening or undesirable activities or behaviour during your participation in our Classes.

You warrant that all information you provide to us for your participation at our Class is true, correct, accurate, complete and timely, including information on other individuals for whom you are making a Class reservation.

You warrant that there are no legal restrictions preventing you from purchasing our Products and Services, including your participation in our Classes.

PAYMENT

All prices and amounts are stated in Australian dollars (AUD). All purchase prices include the GST where applicable.

Prices for our Products and Services as advertised on our Website or other media in the public domain, or provided directly to you, include all items as specified on our Website, unless otherwise stated.

Payment of the Fee in full is required to secure your reservation for our Classes. We will nominate a due date on our Tax Invoice to you for your payment. If we do not receive your full payment before, or on, the payment due date we nominate, we will cancel your booking.

Payments are to be made directly into our nominated account; banking details will be provided at the time of issue of the Tax Invoice. We will notify you in writing if other payment methods are also available.

If paying by a Gift Voucher, please quote the Gift Voucher number at the time of your reservation. If the Gift Voucher does not fully cover the payment amount, we will issue a Tax Invoice for the outstanding amount. Gift Vouchers cannot be refunded or redeemed for cash.

In very rare cases, prices and amounts we originally advertised or quoted to you may change before you have made your payment. We will notify in writing to you of any amendments to prices and amounts if they occur after you make a reservation for our Classes and before we receive your payment for this reservation. If you do not agree to these amendments, you may cancel your reservation without incurring a penalty.

If we cancel a Class that you have made a reservation for, we will refund in full any payment we have already received from you, or you may choose to transfer your reservation and payment to another Class (additional payment may be required).

If you cancel your reservation, your payment will be subject to our cancellation policy (please refer to section below).

CANCELLATION AND TERMINATION

Cancellation of Class reservations must be provided to us in writing and is subject to the following Fees:

- Fourteen (14) days to eight (8) days from the scheduled Class date—50% of the Class Fee;

- Seven (7) days or less from the scheduled Class date—100% of the Class Fee;
- Non-attendance of Class on the day—100% of the Class Fee.

If we do not receive your payment in full before, or on, the payment due date as specified in our Tax Invoice to you, we will cancel your reservation, unless you advise us in writing prior to the payment due date.

We reserve the right to terminate your participation in our Class or exclude you from the Class if:

- you fail to comply with our reasonable instructions and requests;
- you compromise the safety, health, comfort and enjoyment of other participants in our Class, or any other individuals;
- you pose a hazard to yourself, other participants in our Class, or any other individuals;
- you interfere in any way with the provision of Products and Services by us or by our Third Party Providers;
- you engage in illegal or undesirable behaviour, including intentional or malicious damage to our property or the property of Third Party Providers.

We will not refund any payments you made to us, and we will not be liable for any cost, damage, expense, loss, inconvenience or dissatisfaction that you may suffer or incur, if your participation in our Class is terminated, or you are excluded from our Class, for any of these reasons.

PROVISION OF PRODUCTS AND SERVICES

All our Products and Services are provided subject to availability. We reserve the right to change or modify our Products and Services, including the format and content of our Classes, as necessary at any time. These changes and modifications include those due to circumstances beyond our control such as Force Majeure events and those imposed by Third Party Providers. We cannot accept responsibility for any cost, damage, expense or inconvenience you may suffer or incur, if we change or modify our Products and Services due to circumstances beyond our control.

We reserve the right to cancel our Classes due to unforeseen circumstances, or circumstances beyond our control such as Force Majeure events and those imposed by Third Party Providers. We reserve the right to cancel our Classes if we do not receive the minimum number of reservations for a given Class as specified by us. We will notify you in writing if we cancel a Class that you have made a reservation for. We cannot accept responsibility for any cost, damage, expense or inconvenience you may suffer or incur, if we cancel a Class due to circumstances beyond our control.

There are inherent risks involved when you use our Products and Services, including your participation in our Classes. These risks may be associated with, but are not limited to, sharp and potentially dangerous utensils and equipment, hot surfaces and substances, trip and slip hazards, and perishable foods such as meat and seafood. By participating in our Classes, you agree to accept all risks associated with our Products and Services. You release, indemnify and exclude us and our Third Party Providers from any and all liability for any

damage, loss, injury, illness, medical condition, cost, expense or inconvenience you may suffer or incur as a result of risks associated with our Products and Services or the Products and Services of our Third Party Providers.

You are responsible for providing us with all relevant information on your specific requirements including, but not limited to, those concerning your diet, health and mobility, prior to your attendance at our Class. We do not accept responsibility for any damage, loss, injury, illness, medical condition, cost, expense, inconvenience or dissatisfaction you may suffer or incur, or claims made against you, arising from your failure to provide us with true, correct, accurate, complete and timely information. We do not accept responsibility if we or our Third Party Providers cannot meet your specific requirements, including cases where we have noted your specific requirements.

While we will take all necessary care, we or our Third Party Providers accept no responsibility for any damage to or loss of property at a Class venue prior to, during and after a Class. We do not accept responsibility for the loss or damage of personal items in any form.

If you are liable for any damage to or loss of property owned by us or our Third Party Providers, you may be held financially responsible for any required repairs, replacement or remediation of the affected property.

We do not warrant the performance of any Products or Services provided by our Third Party Providers. You release, indemnify and exclude us and our Third Party Providers from any and all liability for any damage, loss, injury, illness, medical condition, cost, expense, inconvenience or dissatisfaction you may suffer or incur, which arises out of any act or omission of Third Party Providers we engage. Any claim that you may have in relation to a Third Party Provider should be raised directly with that Third Party Provider.

You release, indemnify and exclude us and our Third Party Providers from any and all liability for any damage, loss, injury, illness, medical condition, cost, expense, inconvenience or dissatisfaction you may suffer or incur, which arises out of any act or omission by you in relation to your purchase of our Products and Services, including your participation in our Classes.

INTELLECTUAL PROPERTY

We own the copyright in all creative and literary works incorporated into our Materials, including Class notes and recipes. Your use of our Materials does not constitute a transfer of Intellectual Property ownership or other rights in our Materials to you. You are free to use, copy, alter, modify or create derivative works from our Materials for your personal use. Unless stated otherwise, you must obtain our written permission in advance if you wish to copy and redistribute our Materials to third parties. You must not use our Materials for commercial purposes such as on-sale to third parties.

Photography and video recording during Classes are permitted for your personal use. If your photographs and videos contain images of other Class participants, you must obtain their consent before you commence your photography or video recording. You must obtain written permission from us in advance if you wish to use your photographs and videos for promotional or commercial purposes. You are not permitted to upload your videos to the public domain, e.g. YouTube, Facebook, Twitter, unless you have obtained written permission from us in advance.

We may take photographs and video recordings during Classes for promotional purposes. We will notify you and obtain your consent before commencing photography or video recording during a Class.

PRIVACY POLICY

In accordance with the Australian Privacy Principles (APPs) as outlined in the Privacy Act 1988 (Cth) (Privacy Act), we are committed to protecting the privacy of your personal information that we collect through our Website or directly from you. By purchasing our Products and Services, you accept our Privacy Policy as set out herein. You may elect not to provide personal information to us, however, it may affect your access to our Products and Services.

Personal information we may collect from you include, but not limited to: name, physical and postal address, e-mail address, telephone and fax number, dietary requirements, medical conditions, and personal preferences and opinions.

We may log information about your access and use of our Website, including through the use of Internet cookies, your communications with our Website, the type of browser you are using, the type of operating system you are using and the domain name of your Internet service provider.

We collect and use your personal information for purposes including:

- to contact and communicate with you;
- to provide our Products and Services or information on our Products and Services to you;
- to access Products and Services from our Third Party Providers;
- for internal record keeping, market research and business development.

We may disclose your personal information:

- to our Third Party Providers to access their Products and Services as part of the Products and Services you purchase from us;
- to credit reporting agencies, courts, tribunals, regulatory authorities and law enforcement officers as required by law, in connection with any actual or prospective legal or debt recovery proceedings, or to establish, exercise or defend our legal rights;
- to individuals, business entities, medical facilities, agencies and authorities involved with any emergency response required during your participation in our Classes including, but not limited to, medical treatment.

Where we disclose your personal information to third parties for these purposes, we will request that the third party follow this Privacy Policy regarding handling of your personal information. If this is not possible, then we will provide you with information on the third party's own privacy policy, and we will only disclose your personal information to the third party with your agreement.

We will never disclose your personal information to a third party for our financial gain or for marketing purposes.

We will take reasonable steps to protect your personal information from misuse, interference and loss, unauthorised access, modification or disclosure. Only personnel authorised by us, including our Third Party Providers, are provided with access to your personal information.

We cannot guarantee the security of personal information transmitted using the Internet or mobile telecommunication technologies. Transmission and exchange of your personal information using the Internet or mobile telecommunication technologies is carried out at your own risk.

Where we no longer require your personal information, or where required by law, we will take reasonable steps to securely destroy or de-identify your personal information in accordance with legal requirements for retention and disposal.

You may request access to your personal information held by us, in accordance with the provisions of the Privacy Act. Requests to access personal information must be made in writing to us. You may request corrections or updates to your personal information held by us. Corrections and updates to your personal information must be made by you, or your authorised representative. Authorisation for your representative to make amendments to your personal information must be given in writing to us.

If you believe that we have breached the APP and wish to lodge a complaint regarding that breach, please contact us with the details of the breach. We will promptly investigate your complaint and respond to you in writing setting out the outcome of our investigation, what steps we propose to take to remedy the breach and any other action we will take to deal with your complaint.

CONSUMER CLAIMS AND DISPUTES

If you have any concerns or complaints regarding our Products and Services, please contact us. We seek to resolve your concerns and complaints quickly and effectively. If you have any concerns or complaints during your participation in our tour, please notify our tour conductor immediately. Retrospective claims in the absence of evidence may compromise or deny your right to compensation. Unresolved claims should be forwarded to us in writing within thirty (30) days of the end date of our Service to you, together with supporting evidence. No claims made after this period will be considered.

JURISDICTION

These Terms are governed by the laws of the Australian Capital Territory and the Commonwealth of Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in the Australian Capital Territory. If part or all of any provision of these Terms is illegal or unenforceable, it will be severed from these Terms and will not affect the continued operation of the remaining provisions of these Terms. We may vary these Terms from time to time. We will notify you in writing, if the Terms are varied during the period between your signing of the Contract and the end of the Contract Period.