

Terms and Conditions of Playing

Article 1. (Scope of Application)

1. A playing agreement and any related agreements to be entered into between the Company and a Customer (meaning any person who has already entered into or will enter into a playing game agreement or any related agreement with the Company; hereinafter the same) shall be subject to the provisions of these Terms and Conditions. Any matters not provided for in these Terms and Conditions shall be governed by laws and regulations or generally accepted practices.
2. Notwithstanding the immediately preceding paragraph, in cases where the Company has entered into a special agreement, such special agreement shall take precedence insofar as such special agreement does not violate laws, regulations and generally accepted practices.
3. A Customer shall be deemed to have agreed to these Terms and Conditions and any special agreements at the moment when the Customer has entered a hall of the Company.

Article 2. (Conclusion of Playing Agreement, Etc.)

1. A playing agreement shall mean an agreement whereby the Company lets a Customer play certain designated game machine in a hall of the Company and on the other hand the Customer play using such game machine.
2. A playing agreement shall be deemed to have been concluded when the Company has duly accepted the application from a Customer for a playing agreement.
3. In making an application set forth in the immediately preceding paragraph, a Customer shall designate a specific game machine and a playing agreement shall be concluded for the playing of such designated game machine.
4. In cases where a Customer has taken any action necessary to receive balls or medals to be used for playing (collectively, the "Balls/Medals"), the application provided for in paragraph 2 of this article shall be deemed to have been made.
5. In cases where the Company has provided a Customer with Balls/Medals in response to the Customer's action mentioned in the immediately preceding paragraph, the acceptance referred to in paragraph 2 of this article shall be deemed to have been made.
6. In cases where a Customer has not received prizes or tokens commensurate with the number of the Balls/Medals that the Customer has acquired as a result of playing pursuant to the playing agreement, and instead has entrusted the Company or a third party to keep such Balls/Medals (the Balls/Medals entrusted shall hereinafter be referred to as the "Deposited Balls/Medals"), the application set forth in paragraph 2 shall be deemed to have been made when the Customer has, designating certain playing machine, taken the action necessary to have the Balls/Medals returned, the acceptance set forth in the same paragraph shall be deemed to be made when the Company has returned them to the Customer.
7. In the event that a Customer plays a gaming machine with the Balls/Medals used jointly with a third party such as acquaintance without using the Balls/Medals provided by the Company or without using the Deposited Balls/Medals returned from the Company, the application set forth in paragraph 2 shall be deemed to have been made when the Customer put Balls/Medals into the ball tray of a designated game machine, and the acceptance set forth in the same paragraph shall be deemed to have been made when the Company has let the Customer start playing.

Article 3. (Refusal of Playing Agreements)

Notwithstanding the provisions of the immediately preceding article, the Company may not accept the conclusion of a playing agreement under any of the following cases:

- (1) When the application for playing agreement does not conform with the provisions of these Terms and Conditions;
- (2) When with regard to the game machine designated by a Customer making application for playing agreement, another playing agreement has already been made between the Company and another Customer;
- (3) When a Customer is deemed likely to do any act that will contravene these Terms and Conditions;
- (4) When a Customer is having a body sensor, a solenoid, a radio wave transmitter, a low frequency therapy device, a device which causes a trouble to game machine's programs or operation, or any other device not used for playing game machines in normal situations (hereinafter referred to as the "Body Sensor");
- (5) When the Company recognizes that a Customer might do an act which will contravene the laws or regulations, or generally accepted practices, or public order or good morals in relation to playing game machines.
- (6) When a Customer is clearly detected as a patient of any infectious disease set forth in the Act on Prevention of Infectious Disease and Medical Treatment of Patients with Infectious Disease.
- (7) When a Customer is detected as a member of an organized crime group set forth in the Act on Prevention of Unjust Acts by Organized Crime Group Members.
- (8) When a Customer cannot play a game machine due to natural disaster, breakdown in a game machine or its peripheral facilities or other unavoidable reason.
- (9) When the Act on Control and Improvement of Amusement Business Etc. of Japan so requires.
- (10) When a Customer is under the age of eighteen.
- (11) When a Customer is accompanied by a person under the age of eighteen (except for the case where the Customer leaves such person with a day-care facilities, etc.).
- (12) When a Customer, who has come to a hall by car, leaves a baby or elderly person requiring protection by a third party (hereinafter referred to as the "Baby") in a car.
- (13) When there is any other reason equivalent to each of the preceding items.

Article 4. (Amendment to Playing Agreement)

1. In cases where the Company and a Customer made a playing agreement, when the Customer has started playing a different game machine using the Balls/Medals acquired as a result of playing the machine designated by the Customer, the playing agreement shall continue with respect to such different game machine, and the playing agreement shall terminate with respect to the initial game machine.
2. In cases where the Company and a Customer made a playing agreement with respect to a game machine, when the Customer has let another Customer play the game machine designated by the Customer, the playing agreement shall continue to be effective between the Company and such another Customer and the playing agreement with the initial Customer shall terminate.

Article 5. (Prohibited Acts)

A Customer shall not do any of the following acts:

- (1) Irregular shooting
An act of frequently ceasing to shoot balls in playing a pachinko game machine, an act of pushing stop buttons in an order different from the pre-determined order in playing a slot machine, or other acts recognized as irregular shooting by the Company.
- (2) Unfair practice
(i) An act of exchanging circuit boards, ROMs or other parts of a game machine, an act of attaching any new component to a game machine, an act of causing trouble to programs or operation of a game machine using a radio wave transmitter or other device, an act of changing the preset conditions of a game machine, or other acts of changing a game machine against the Company's will.
(ii) An act of playing a game machine taking advantage of the conditions created by any of the acts set out in the immediately preceding item (i), an act of having a game machine discharge Balls/Medals inside in it using any device or through any other means, or any other act of getting Balls/Medals against the Company's will
- (3) Act of Bringing a Body Sensor or Act of Using it
An act of bringing a Body Sensor, or an act of playing a game machine using a Body Sensor.
- (4) Act of playing multiple game machines
Act of playing multiple game machines simultaneously (including an act of putting a thing in a tray of a game machine).
- (5) Selling or Purchasing Balls/Medals to or from a Third Party
Act of selling Balls/Medals to a third party or purchasing Balls/Medals from a third party.
- (6) Making an Impact on Game Machines
(i) An act of trying to have Balls/Medals fall into an event start trigger pocket by pushing, pulling, hitting or otherwise making an impact on a game machine.
(ii) An act of pushing, pulling, hitting or otherwise making an impact on a game machine which might damage a game machine.
- (7) Act of Playing a Game Machine with Their Hands Off Of the Handle, or with the Handle Fixed
Act of playing a game machine with their hands off of its handle by putting an electrical conductor on the handle or otherwise, or an act of playing with the handle fixed by placing something in the handle of a game machine or otherwise.
- (8) Act of Bringing in or Taking out Balls/Medals
Act of taking Balls/Medals out of a hall, or bringing in the Balls/Medals of a hall that were wrongfully taken out of such hall or the Balls/Medals of another hall.
- (9) Act of Annoying Another Customer
Violence, excessive interference with other Customer's business, or any other act of annoying another Customer.

Article 6. (Termination)

1. A Customer may terminate a playing agreement when the Customer so requests.
2. The Company may terminate a playing agreement when any of the following events has occurred:
 - (1) When a Customer has breached these Terms and Conditions;
 - (2) When any of the causes listed in each item of Article 3 applies;
 - (3) When a Customer has not followed instructions from the Company or its employees without any proper reason; and
 - (4) When it is difficult to continue the operation by reason of a natural disaster, malfunction of a game machine or its peripheral facilities, or other unavoidable cause.
3. In case of the termination of a playing agreement pursuant to the preceding two paragraphs, the termination shall not have a retroactive effect.

Article 7. (Playing Fees)

Playing fees shall be as displayed inside a hall. They include the amount of consumption tax and local consumption tax unless businesses are "tax-exempted businesses" as defined in the consumption tax law and the local consumption tax law.

Article 8. (Business Hours, etc.)

1. The business hours shall be from XX a.m. to XX p.m., and the playing hours shall be from XX a.m. to XX p.m. unless otherwise notified by an announcement, notice, or other method inside a hall.
2. In cases where a playing agreement has been continuing at the time when the playing hours set out in the immediately preceding paragraph end, such playing agreement shall terminate at the same time when the playing hours end.

Article 9. (Provision of Prizes)

The Company will provide a Customer with commodities as prize which are equivalent to the product of the number of the Balls/Medals that such Customer has acquired pursuant to the playing agreement (which includes the Balls/Medals that the Customer has used jointly with another Customer set forth in Article 2, Paragraph 6) and the playing fee according to the classification of the Balls/Medals. Provided, however, that in cases where the playing agreement has terminated due to any cause attributable to the Customer or the Customer has breached these Terms and Conditions after playing, the Company may not provide all or part of the said prize.

Article 10. (Rules on Use of Facilities)

Parking area, resting-area, and other facilities shall be used in compliance with the following:

- (1) Parking Area
(i) A Customer may park the car, motorcycle, bicycle, or other vehicle which the Customer used to come to a hall (collectively, the "Automobile") at their respective parking spaces of the hall (collectively, the "Parking Area"). Provided, however, that in cases where the Customer does not conclude a playing agreement or where the playing agreement has terminated, the Customer must leave the Parking Area immediately.
(ii) When a Customer has come to a hall with Baby(ies), the Customer must not leave them in the Automobile.
(iii) The Company shall not be liable for any damage caused to the Automobile or any property left in the Automobile unless the damage is caused by any cause attributable to the Company or its employees.
- (2) Resting-Area
A Customer may use the resting-area in a hall. Provided, however, that in cases where the Customer does not conclude a playing agreement or where the playing agreement has terminated, the Customer must leave the resting-area immediately.
- (3) Coin-Operated Locker
(i) A Customer may use a coin-operated locker in a hall. Provided, however, that in cases where the Customer does not conclude a playing agreement or where the playing agreement has terminated, the Customer must vacate the coin-operated-locker immediately.
(ii) Use of a coin-operate locker shall be subject to the terms and conditions of the use of coin-operated locker.
- (4) Use of Other Facilities
In addition to the preceding three (3) items, a Customer may use other facilities that the Company has had in place for Customers' use within the limits necessary for the playing pursuant to a playing agreement. Provided, however, that in cases where the Customer does not conclude a playing agreement or where the playing agreement has terminated, the Customer must cease the use of such facilities immediately.

Article 11. (Liability of the Company and Customers)

1. The Company shall be liable for the damage caused to a Customer by any reason attributable to the Company. In such case, the Company may compensate for the damage by providing the Customer with Balls/Medals if the Customer agrees to it.
2. A Customer shall be liable for such damage of the Company that has been caused to a playing machine, hall equipment, goods or anything by any reason attributable to the Customer, the Customer shall compensate for such damage.
3. The Company shall not be liable for damage when playing has been suspended temporarily by reason of any natural disaster or other cause that is not attributable to the Company or a Customer. The same shall apply when it has become unable to resume the playing.

Article 12. (Liability for Theft)

In cases where a Customer has lost their belongings or has had them stolen, the Company shall not be liable for such loss or theft unless the Company has assumed the responsibility to keep them.

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