

2017

NOVA to Japan: 2021

Join us for the trip of a lifetime.

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NOVA GOES TO JAPAN: 2021

Kapture Media Services, herein referred to as KMS, hereby declare responsibility for the following, in regards to NOVA Goes to Japan: 2021. KMS will ensure that preparations leading up to departure are executed, and that the following list of responsibilities to be ready upon arrival in Japan. Some preparations will require local pickup, so please allow a reasonable amount of time for KMS to go acquire these preparations upon arrival in Japan (e.g. internet, apartment keys, etc.).

Official KMS representatives are Alexander McKenna, and Kristin McKenna. To arrange approved travel preparations, you must speak to one of these above listed representatives. Volunteer Guides and Helpers will be announced at later date.

KMS's Responsibilities:

FLIGHT

Round trip flight arrangements are based per person (details for departure date to be decided). Anticipated travel dates are late March to early April, returning within 4 to 8 weeks. The anticipated length of the trip is 6 weeks in length. Official dates will be chosen based on plane ticket cost at the appropriate time of booking.

HOTEL ROOM ARRANGEMENTS UPON ARRIVAL

Travellers will be bunked 2 to 4 people per hotel room upon arrival for 1 night's stay. Couples will be encouraged to bunk in the same bed. If a couple or person would like their own room this must be discussed with a KMS representative ahead of time, as this will incur additional costs.

SHORT TERM RENTAL APARTMENT

Each person will individually have their own place to stay. Couples are encouraged to share a place together. If you are a couple you must speak with a KMS representative to arrange for suitable lodging, or if you wish to upgrade bed size. Apartments come with a single person bed or two beds in one room.

INTERNET SERVICE

Upon arrival in Osaka, Japan, a KMS representative will go and procure Wi-Fi devices. These devices will provide you with internet only. The Wi-Fi device will not allow you to make phone calls, or send SMS or MMS messages. If you have a proper device (such as a laptop, tablet, or smart phone) Wi-Fi will allow you to access Facebook, Skype, or otherwise access the internet (this includes GPS services if you have a device that supports it). You must provide your own device to connect to the Wi-Fi internet unit (e.g. smart phone, tablet, laptop, etc.). Upon leaving Japan all Wi-Fi device must be returned to a KMS representative. If for any reason your device is missing or damaged you will be charged to replace the Wi-Fi device. The charge to replace a Wi-Fi device is \$850. KMS has no control over how the Wi-Fi device will function and therefore cannot be held responsible for service coverage or performance of the device.

JAPAN RAIL (JR) PASS

The Japan Rail Pass is very important. This will allow to you use any JR owned rail system and covers almost all of Japan*. This will be your main method of transportation. **Please note that select JR routes cross into privately owned rail lines and can incur additional costs that are not covered by KMS.** A KMS representative will arrange one, or two, 21-day Japan Rail passes depending on the duration your stay. There may be a “blackout” period where the pass will expire, as each pass is only valid for 21 days (*please see information packet for more details*). We will as a group go on both occurrences to activate the JR passes. During the blackout period, we recommend you explore within Osaka, staying within the Osaka loop line area. If you wish to make sure there is not a blackout time please discuss with a KMS representative and we can secure additional passes at that time we will inform you how much the additional pass will cost.

*For additional details see Annex A.

ENSURING ALL APPROPRIATE DEPOSITS ARE RECEIVED AND PAYED

There will be deposits for third party companies (such as DID-GLOBAL, airfare, etc.). These deposits will vary from person to person based upon individual needs. The deposit amount is based on the short-term rental selection, Wi-Fi internet gear, hotel accommodations, and other personal preferences. Each person attending will need to provide KMS details about what their expectations for this trip are.

HANDLING ALL PAYMENTS SPENT ON YOUR BEHALF

Before any bookings begin (e.g. accommodations, plane tickets, etc.) the traveller will be notified. Details will be discussed between the traveller and a KMS representative. The website <https://animecraze.ca> will be used for our travelers to be able to keep track of what has been paid.

DEFAULT TRAVELLER’S VOYAGE DETAILS

If no contact or personal preferences are specified to a KMS representative the default trip specifications will be arranged for the traveller. The details are as listed below:

- *Economy flight to and from Japan (seats are assigned randomly, and may be changed by airlines).*
- *A hotel room upon landing - rooms will be assigned by popular vote. 2 persons per room minimum, up to 4 people (or 2 couples per room). NOTE: There will be a meeting with regards to this.*
- *Short-term apartment stay. One apartment per person or couple.*
- *One Wi-Fi portable internet device per person.*
- *JR passes will cover allotted time (e.g.: If staying 6 weeks you will receive two 21-day passes. If staying 7 weeks you will still receive 2 and there will be a black out period). A 21-day pass covers 3 weeks.*

Responsibilities of the Traveller

MEETINGS

It is critical that you attend all meetings by means of Skype, conference call, or your physical presence. If you are not present you are therefore allowing, by majority vote, decisions to be made during that meeting discussed. It is mandatory to attend at least three of these meetings by one of the above methods. Any “mandatory” meetings will be announced a minimum of 2 weeks ahead of time (e.g. a meeting to arrange official travel dates).

PERSONAL INFORMATION

The traveler is required to provide personal information to KMS such as: Full legal name, date of birth, address, legal guardian release forms (if applicable), passport number, allergies, and any other details required to complete your bookings for flight and stay in Japan. KMS and its representatives will keep your personal information confidential, with the exception of releasing your any relative information to the KMS business affiliates (e.g. travel agencies, Tourism Japan, Japan Customs, DID-GLOBAL, J&F HOUSE, JR RAIL, SoftBank, etc.) for the purposes of booking or otherwise arranging these details.

HEALTH, TRAVEL, AND FLIGHT INSURANCE, ETC.

Acquiring any insurance is the sole responsibility of the traveller.

PAYMENTS

Payments can be made via cheque* (either personal or certified), cash, e-transfer, PayPal [a fee will apply]. Your total amount due is \$5350+HST. Any payment that is sent through the postal system will not be the responsibility of KMS if lost, undelivered, or stolen. If payments are sent through PayPal here will be a fee associated and charged to the traveller. Any NSF checks will incur a fee of \$50 payable to KMS. It is the responsibility of the traveller to make sure that all payments are made on time (*if you have any prior special arrangements with KMS they will be attached to this as a separate form*). Payments Schedules will be negotiated per person and will follow a pattern similar to this: October 15th 2017, January 15th 2017, April 15th 2018, July 15th 2018, October 15th 2018, January 15th 2019, April 15th 2018, July 15th 2019, October 15th 2019, Jan 15th 2020, April 15th 2020, July 15th 2020, October 15th 2020, Jan 15th 2021, April 15th 2021 (***The scheduled April 15th, 2021 payment may be due earlier based upon flight departure dates***). If one payment is missed a KMS representative will approach you to inquire about the late payment. If two consecutive pay periods are missed without prior notice, your trip will be **cancelled**. Appropriate means of notice for payment delays is either email to alex@animecraze.ca or kristin@animecraze.ca. Any bookings or deposits, if they have occurred, will be refunded as per third party's company policies (e.g. airfare, short term rental, hotel, internet, and JR Pass) and any unspent funds minus the \$1000 deposit will be returned. NOTE: Most bookings are non-refundable.

*ALL INTERNATIONAL CHEQUES MUST BE CERTIFIED

TERMINATING YOUR TRIP

Should the traveler choose to cancel their trip, money will be returned under the same policy as above (see **Payments**). Cancellations are recommended to be made prior to any spending.

VACCINATIONS

It is the sole responsibility of the traveller to obtain any necessary vaccinations prior to travel. Regular consultations with the local health unit are strongly advised as they can provide you with current travelling details regarding any current health conditions in Japan, or any recommended vaccinations should they be required.

COURTESY AND TRAVELLING ETIQUETTE

Proper research into the culture of Japan and use of proper etiquette should be researched on your own time. We have prepared a crash course packet available on our website. You may research what you would like to do, and contribute any relevant information to the meetings.

PERSONAL SPENDING MONEY

KMS and its representatives are not responsible for meals or other personal expenses (e.g. toiletries, kitchen supplies, etc.). This is up to the traveller to budget any additional personal costs.

Additional Details

Potential occurrences that may delay, or otherwise cancel the trip entirely:

Listed below are any unforeseeable details which could potentially delay or cancel the trip in its entirety:

- Any flight cancelations, delays, or rebooking's
- World Health Organization (WHO) or any government restricted visitations to Japan
- Acts of god (weather, or other extreme circumstances)
- Political problems, or safety concerns with regards to North Korea
- State of emergency in Japan
- Failure to achieve enough people to go**

**If, not enough people join in by January 15th, 2019 the \$1000 Commitment Deposit will be returned and the event will be cancelled. This is the only situation where the \$1000 Commitment Deposit will be refunded.

Waiver of Liability

This agreement releases KMS from all liability relating to injuries that may occur during NOVA Goes to Japan: 2021. By signing this agreement, I agree to hold KMS entirely free from any liability, including financial responsibility for injuries incurred, regardless of whether injuries are caused by negligence.

I also acknowledge the risks involved in travelling abroad. I swear that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in travelling abroad.

By signing below, I forfeit all right to bring a suit against KMS for any reason. In return, I will receive participation in travelling with NOVA to Japan: 2021. I will also make every effort to obey safety precautions as listed in writing in the Information Pack, and as explained to me verbally. I will ask for clarification when needed.

Abandonment Clause

Should you the traveler be held up at customs for any reasons, especially pertaining to illegal activities, falsely representing yourself, improper documentation or anything else that the CBSA (Canada Border Services Agency), ICE (United States Immigration and Customs Enforcement), CBP, (United States U.S. Customs and Border Protection), Japan Immigration and Customs, any border services or Government entity feels they need to keep you; we will not intervene and you will be left to work out your details with the governing agency that has apprehended you. You will need to work with that agency should you be released and cleared to continue to rebook your flight and we will meet you at the other side, if you are to arrive in Japan. Once landed in Toronto upon your return our agreement is complete. Your delayed arrival in Japan may nullify your hotel stay upon arrival.

You are responsible for making sure you know how to get to your destination and return to your place of residence at all times. KMS is giving you the traveler the free roaming of all of Japan with no predetermined routes or places to visit. You are responsible to find your way back and or create your own rescue plan in the event you get lost.

In Summary

KMS IS TO PROVIDE

- Flight to and from YYZ to NRT back to YYZ, with possible layover or stops in-between
- Hotel on arrival and short term stay for duration in Osaka
- Rail system passes for transportation
- Wi-fi for most of the stay (local pick-up and drop off required)
- Updates and communications to you the traveler via our meetings, or E-mail updates

THE TRAVELER IS TO PROVIDE

- All required travel documents and information's
- Payments towards the total sum of your selected trip
- Insurance and any travel protections
- Health checkups, if applicable, and allergy information
- Your own spending money
- Your own food and equipment
- Luggage
- And a good long night sleep before we go off to the Land of the Rising sun!

Conclusion

Please sign below and initial all pages showing that you have fully read, and understand all information and binding agreements regarding NOVA Goes to Japan: 2021.

KMS and its representatives are not responsible for any traveling mishaps including - but not limited to - missing of plane, health and/or related medical problems of the traveller, traveller missing any meetings, improper planning of time spent, getting lost or personal budget while in Japan. KMS and its representatives are only providing you (the traveler) a means to arrive in Japan, short term apartment rental, a Japan Rail Pass and a Wi-Fi router device with internet. It is the traveller's responsibility for health, safety, and everything else not listed in this contract. Should you be caught importing, trafficking, or travelling with **anything** that could jeopardize this trip **it will be your sole responsibility to refund everyone's lost voyage in full including any/all attorney fees that may come as a result.** Since we are traveling in a group we could be rejected as a group. Total cost of this trip is likely to be more than \$100,000. NOVA and KMS has a zero tolerance with regards to any illegal activity. Should any part(s), clause(s) or statute(s) of this agreement be found unlawful or unable to be enforced the remainder of this agreement shall remain fully enforceable by governing law.

By signing below, you agree that you have fully read everything stated and fully understand all responsibilities listed in this contract, and that you have read all the information documents (Japan Rail Pass, and Travelling and Cultural Information Courtesy Package).

Traveller's Name: _____ Date: _____

Traveller's Signature _____

If the traveller is below 18 years of age at the time of signing, a legal parent or guardian's permission is required.

Legal Parent or Guardian Name _____

Legal Parent or Guardian Signature _____

ANNEX A

ATTACH JR PASS INFO HERE

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ANNEX B

This section breaks down trip default options, duration and cost association. It should be noted that no matter the duration of your stay you will depart with the entire group at the same time.

TRIP DAYS	COST	COST PER PERSON AS COUPLE
14	4500+HST	4500+HST
21	4750+HST	4600+HST
42	5350+HST	5100+HST

Cost Breakdown for default 42 Day trip Example for 1 Person

Starting Amount inclusive of HST	Amount to Pay remaining including HST
0	6045.5
500	5545.50
1000	5045.50 DEPOSIT PAYED
1500	4545.50
2000	4045.50 HST PAYED
2500	3545.50
3000	3045.50
3500	2545.50
4000	2045.50
4500	1545.50
5000	1045.50
5500	545.50
6000	45.50
6045.50	0