

AnimeGO! Japan Pop Culture Rental Box Terms & Agreements

1. Rental Box Process

For those parties desiring to sell items, referred to as “goods”, at the AnimeGO! Japan Pop Culture Festival 2021, the following procedures must be followed, in order;

- a. You must provide us with a request, specifying the “goods” description, condition and photo you wish to consign with us. Acceptable forms of raising a request can be through email (rentalbox@animego.com.au) or by directly messaging the AnimeGO! Japan Pop Culture Festival Facebook page (facebook.com/animego).
- b. We (AnimeGO!), will assess the request, and with discretion, select which of the nominated Goods are “accepted”. The process for acceptance and/or rejection is based on a combination of factors outlined in section 3. We will then state which “goods” we consider acceptable and provide you a link of an online consignment registration form to be completed. All other Goods not specified as “accepted”, are deemed “rejected goods”.
- c. You will then be required to complete the online consignment registration form for the accepted goods by the deadline of Wednesday 27th of October 2021 after which no further registrations of goods to be consigned will be accepted.
- d. You will then be required to provide us the goods by dropping them off at one of the nominated points below along with the \$10 Cube Fee.
 - Wednesday 27th October J-Kai (JAFA Social Event)
The Hotel Metropolitan - 46 Grote St, Adelaide SA 5000
 - AnimeGO! Japan Pop Culture - Bump in Day Friday 29th October 2021

We reserve the right, in full discretion, to refuse any or all goods which may be delivered to us on consignment, these goods thus being deemed rejected goods. For all remaining goods that are deemed accepted, you will be required to complete a ‘drop off consignment form’.

- e. As per section 4, we (AnimeGO!) shall use reasonable efforts to sell the goods provided for consignment at the AnimeGO! Japan Pop Culture Festival, for the period of 12:00 PM to 6:00 PM on the 30th October 2021.
- f. Upon the completion of the festival you will be required to visit the consignment stall during a “consignment collection period” of 6:30 PM to 7:00PM, to either collect the sale amount, less 2% Admin Fee , of any goods that are sold or to collect any goods that have not been sold.

Collection of either the sale amount or the goods (not sold) will require your driver’s license or other satisfactory picture identification noted in the online consignment registration form. Furthermore you may be required to sign a receipt confirming your receipt of the amounts that we are then paying to you. It is your responsibility to ensure all unsold items are collected during the consignment collection period. Any items not collected will be held for 14 days, for which we will make reasonable attempts to contact you. You will be required to provide a return shipping address, and cover any shipping expenses. If you do not collect the good’s during this period they may be deemed “abandoned goods’ and addressed as set forth in section 7.

2. Risk & loss of items

We will use reasonable care in the handling, display and storage of your goods, using no less than the same degree of care which we utilize with respect to our own goods of similar nature.

In the event that the goods are lost or stolen, or are damaged by customer handling, or destroyed by an event of an act of god (eg. Fire, flood, earthquake), or other causes beyond our reasonable control, then, except to the extent of any insurance proceeds that we actually collect in respect of such goods, the risk of loss remains with you, and we assume no responsibility or obligation to make any payment or reimbursement in respect of any such loss or damage, or for any special or consequential damages. We make no assurance that our insurance will provide coverage for the goods or the amount which any insurer may pay in respect of any casualty relating to the Goods.

3. Selection of goods

When selecting which goods are accepted for the AnimeGO! Japan Pop Culture Festival consignment, we take into account the following factors;

- a. Goods must be related to Japanese culture / subculture.
- b. Goods must be authentic (non counterfeit) / licensed.
- c. Goods must be family friendly and must NOT be of an adult sexual nature, include any nudity, or contain any depictions of people in explicit situations.
- d. Goods must not be illegal (eg. weapons, tobacco).

4. Sales effort / location of items

Subject to our discretion we place the goods for sale in such a manner we deem appropriate for the event, including by the means of display on a table or in a display case. We will offer the goods for sale at the nominated price you have requested. We will not sell the goods for less than the nominated price you have listed on the 'online consignment form'. We make no guarantee as to whether, or when any of the consigned goods can or will be sold.

You may, no later than the Wednesday 27th of October 2021 alter the sale nominated sale price of any of consigned goods by emailing rentalbox@animego.com.au

5. Proceeds of sales

If and when goods are sold, we will charge you commission rate from the final sale price, which unless otherwise agreed and indicated in the 'drop off consignment form', will be a 2% Admin Fee

The final amount will be then provided in cash or to a nominated bank account.

6. Ownership representation

You represent and warrant to us that you are the valid and lawful owner of all goods which you deliver to us, that none of the goods will be subject to any lien, encumbrance, security interest or other adverse claim, and that you have the full legal right to offer and sell the Goods. You further represent and warrant to us that all Goods which you deliver to us will be genuine and authentic, and will conform to the description stated in the applicable Confirmation.

7. Title of goods and abandoned goods

At all times prior to our sale of the goods, title to and ownership of such goods will remain in your name, provided we have full authority to arrange the sale of such goods in accordance with the terms and conditions stated here.

For any goods deemed 'abandoned goods' shall become our property, and we shall have no further liability to you for such abandoned goods. We note that this provision is solely intended to alleviate our inventory storage and tracking obligations, and it is our intention to donate any such abandoned goods to charity, but we may dispose of them at our own discretion.

8. Withdrawal of goods

- a. Either you or we may, at any time, elect to withdraw the offering of any or all of the goods which have not yet been sold, provided, however, that you agree that you will not withdraw the goods prior to 7 days after the date of delivery of the goods to us, or on the day of the AnimeGO! Japan Pop Culture Festival (30 October 2021). We will notify you of any such determination on our part, and you will notify us in writing of any such determination on your part. If you seek such an early withdrawal, we will be entitled to an early withdrawal fee equal of \$10
 - b. Upon any withdrawal (or any goods deemed rejected goods), you will be responsible for picking up the subject goods from an agreed location. Confirmation together with you driver's license or other satisfactory picture identification will be required for all collections of goods withdrawal.
9. This agreement is between you and us regarding the subject matter hereof, and neither you nor us has made any representation or warranty except as expressly stated above. No amendment of this Agreement, or any waiver hereunder, will be valid unless evidenced by a further written agreement signed by you and us. This Agreement is binding on and enforceable by you and us and your and our successors and assigns. This Agreement will be governed by and construed in accordance with the laws of the State of South Australia, Australia.