

Sachi Gomez Membership Terms and Conditions

* Please be sure to read these terms before you purchase membership service.

Before you begin to use this service, you will need to complete the membership registration. Please carefully read the terms and conditions of the membership agreement for Sachi Gomez Fan Club below before registering as a member. Upon the completion of the membership registration, you agree to be bound by the membership agreement, Website Terms of Use, Privacy Policy and Cookie Policy, which are fully incorporated into this Agreement

We promise to treat any personal information about your security fairly and lawfully. We are committed to protecting your privacy. This is a paid for fan club and the provision to you of the Service is subject to our Terms and Conditions for the Supply of Service which can be found here.

Terms and Conditions of Sachi Gomez Fan Club

The terms and conditions of the membership agreement (hereinafter “this Agreement”) for the Sachi Gomez Fan Club (hereinafter “the Club”) implemented by Raison Detre Music Publishing Project under Nirvana Consultant KK in Tokyo (hereinafter “the Company”, further details of which are included at Article 19 of this Agreement) are stipulated as follows:

In the event of a conflict or inconsistency arising between this Agreement and the Website Terms of Use, the Website Terms of Use will prevail.

Article 1 Definitions

“Member” means an individual anywhere in the world who has agreed to the terms and conditions of this Agreement and is registered as a member of the Club upon the completion of the procedures prescribed by the Company. The “Service” means the overall service provided to Members of the Club, including membership benefits, use of content etc any services defined by an artist on their fan club website.

“This Agreement, etc.” refers collectively to this Agreement, the points to remember when using the Company’s website, and other agreements, guidelines and so forth stipulated by the Company including without limitation the Company’s Terms of Use which include its Acceptable Use Policy and the Company’s Privacy Policy.

“Membership Information” means personal information disclosed to the Company by a Member and the history of transactions, etc. undertaken by a Member.

Article 2 This Agreement

This Agreement is applicable to and binding on all Members during the membership registration process and after the completion of registration and by completing the same you agree to pay the fee for membership set out below.

Article 3 Use of the Service

A Member's use of the Service is subject to the terms and conditions of this Agreement.

Article 4 Membership Registration

Membership qualification / approval

An individual who has agreed to the terms and conditions of this Agreement and submitted the prescribed application for membership shall qualify for membership upon the completion of the prescribed registration process. Any person wishing to become a Member shall follow the registration process. It is not permitted for the registration process to be undertaken by an agent or any irrelevant third parties

You must be at least 18 years of age to become a Member. If you are under the age of 18 you may become a Member with the consent of your parent or legal guardian.

By accepting the terms of this Agreement and registering as a Member, you represent and warrant that you are either: (i) at least 18 years of age; or (ii) that as parent or guardian you agree to this Agreement and authorize your child who is under 18 years of age to use this site, subject to your responsibility for their conduct in accordance with these terms and conditions of membership of the Club.

Protecting the online privacy of children is especially important to us and whilst we provide access to all areas of our site to children who are aged under 18 years of age, we reserve the right to terminate a membership of the Club if we reasonably believe a membership application is being submitted by a user aged under 18 years of age.

However, whilst we use our reasonable efforts to prevent membership applications from users who are younger than 18 years of age, we are not responsible for users who do not comply with these strict provisions of this Agreement and/or provide false information about their age when registering an account. A person may be prevented from registering as a Member if he or she has had a membership cancelled in the past or if the Company determines that he or she is not eligible for membership.

Entering membership information

You agree to provide the Company with true, complete, accurate and up-to-date information when completing the registration process. If you provide us with any information which is not truthful, complete, accurate or up-to-date (or we have grounds to suspect such information is not truthful, complete, accurate or up-to-date), we may suspend or terminate your account. When you follow the procedures for membership registration, please read the matters requiring attention when completing the prescribed form and enter the necessary information in the input form correctly.

Membership Limitations

Membership is limited to one per person. If we determine or suspect, in our sole discretion, that one person has joined (or attempted to join) more than once, or if we receive multiple membership applications from a single and/or cluster of e-mail addresses verified to single user, we reserve the right to cancel all applicable memberships.

Username and password

You are responsible for maintaining the confidentiality of your username and password and are solely responsible for all activities that occur under your account. You agree to immediately notify us at sachi_gomez@raisondetre.tokyo any known or suspected unauthorized use of your membership account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your username or password. The Company will not be responsible for any loss whatsoever arising from the misappropriation of your password by a third party.

Refusal by the Company

The Company in its sole discretion may refuse to permit any person to become a Member. Without limitation to the foregoing we will have the right to check your credit prior to you becoming a Member

Payment Terms

The payment terms set out in our Terms and Conditions for the Supply of Goods apply to your purchase of membership of the Club. Please consider these carefully before agreeing to them. In the event of any conflict between the terms of this Agreement and our Terms and Conditions for the Supply of Goods, the latter shall prevail.

Membership Fee

The fee for membership of the Club shall be payable monthly in advance in Japanese currency “YEN-¥” and shall be:

¥ 2,800 per Month – Regular Membership

- 30% Discount on Ticket to Sachi’s Exclusive Live Online Gigs
- Thank you e-mail from Sachi
- Member will be able to choose a specific song cover for Sachi to record in an online realtime voting scheme. This is mainly for frequent song title requests.
- Access to Trailer of exclusive videos
- Access to Private / Fan-only Page (Discord/Facebook Group)

¥ 5,800 per Month – Pretinum Membership

- Thank you video / personalized (mention name)
- 50% Discount on Ticket to Sachi’s Exclusive Live Online Gigs
- Personalized Thank you video
- Sachi’s Fan sign
- Platinum Member will be able to choose a specific song cover for Sachi to record in an online realtime voting scheme. This is mainly for frequent song title requests.
- Exclusive Access to Sachi’s Special Videos (ex: Behind the scenes, Message to Fans, Surprise announcements and more. These videos won’t be available for viewing in all public social media channels and will only be exclusive to our PLATINUM and BLACK members)
- Premiere viewing of Sachi’s New Cover (Early access to new tracks and videos). This will be up for a certain period of time for the PLATINUM and BLACK members and will then be officially released to the public.

¥ 35,000 per Month –VIP Membership

- Complimentary Ticket to Sachi’s Exclusive Live Online Gigs
- Sachi is going to sing a portion of the VIP fan’s favorite song in a Personalized Thank you Video.
- Sachi’s Fan sign
- VIP Member will be able to choose a specific song cover for Sachi to record in an online realtime voting scheme. This is mainly for frequent song title requests.
- Privilege to ask 5 Set of Questions to Sachi, which will be answered by her personally in an exclusive recorded video for the VIP fan.
- Exclusive Access to Sachi’s Special Videos (ex: Behind the scenes, Message to Fans, Surprise announcements and more).
- Premiere viewing of Sachi’s New Cover (Early access to new tracks and videos) This will be up for a certain period of time for the PLATINUM and BLACK members and will then be officially released to the public.
- Sachi will follow back VIP fans on social media.
- Exclusive access to Scheduled video hangouts with Sachi and all VIP Fans

- Access to Private / Fan-only Page (Discord/Facebook Group)
- –**Product/Merchandise Giveaway for VIP fans (coming soon)

All fees must be paid in Japanese Yen

Article 5 Facilities and Equipment

A Member shall be solely responsible for and bear all expenses related to making preparations to use the Service, including hardware and software and the conclusion of the agreements necessary for establishing Internet connectivity so that the Member can use the Service. The Company accepts no liability whatsoever if the Member's ability to use the Services is prevented or delayed by factors outside of the control of the Company.

Article 6 Change of Membership Information

If there is any change in the registered membership information, including the name and address, the Member shall promptly notify the change with the Company.

The Company shall not be liable in any way for any damage arising out of a Member's failure to register any change of membership information. Even if a Member has completed the registration of the change of membership information, a transaction for which the relevant procedures were already completed before such registration shall be executed in accordance with the previously registered information before any change is registered.

Article 7 Membership Duration

Membership of the Club commences on the day you complete the registration process that is required for you to become a Member. Your membership will continue for the period of 1 year for the initial year unless terminated earlier pursuant to the terms of this Agreement, then the contract will automatically renew after the first 1 year.

The membership fee is payable monthly in advance and no pro-rata refund is available. But if a Member wishes to withdraw during the first month, the club would be able to refund the full amount of membership fee incurred for the first month and close your account. If member would wish to withdraw after 1st month, the club would not be able to refund any money.

If a Member wishes to withdraw from membership, his or her membership information will be deleted as soon as is reasonably practicable. Upon the completion of the prescribed withdrawal procedures, his or her membership shall be cancelled. Member wish to cancel membership would need to notify sachi_gomez@raisondetre.tokyo and follow the procedure and instruction of termination

Article 8 Membership Standards

The material and content provided with the Service is for your personal, non-commercial use only, save where expressly provided, and you agree not for yourself or through or by way of assistance to any third party distribute or commercially exploit such material or content.

If a Member undertakes any of the following acts, that Member shall be responsible for compensating for the damage incurred by the Company due to such act and the membership will be immediately terminated perpetually.

- (1) destruction of the Company's business by accessing this webpage to alter information or by transmitting a harmful computer program onto this webpage;
- (2) An act that infringes the intellectual property rights of the Company;
- (3) An act for the purpose of the commercial use of the Service; or
- (4) An act that is in violation of the terms and conditions of these Terms of Use.
- (5) An act of negative campaign online regarding this fan club
- (6) An act of any wrong doing the company identifies.
- (7) Act of any scheme to hinder the club management and operation by contacting or negotiating with parties collaborating with this projects in Japan and other nation.

Article 9 Handling of Membership Information

The Company shall manage the personally identifiable information contained in the membership information (hereinafter "Personal Information") in accordance with the Privacy Policy.

Article 10 Provision of Information

The Company may provide information (including advertisements) to Members through mail magazines and other means. Please see our Privacy Policy for details on how to opt-out of receiving such information.

Article 11 Prohibited Matters

A Member may not undertake any of the following acts in connection with his or her use of the Service:

Violation of laws and regulations or this Agreement, matters requiring attention when using the Service, and any other terms and conditions of this Agreement, etc.;

An act that harms the rights, interests or honor of the Company and any third party;

An act that may have an adverse effect on the minds and bodies of other members and artists and related party and children or any other act that is offensive to public order and morals;

An act that is a nuisance to other member and the artist and any other third party or that makes them feel uncomfortable;

Provision of false information;

Transmission or posting of a harmful computer program, e-mail, etc.;

Illegal access to servers and other computers of the Company; or

Any other act that the Company deems inappropriate.

Members are subject at all times to the Company's Website Terms of Use which include its Acceptable Use Policy.

Article 12 Interruption / Suspension of Service

The Company makes no warranty that the Service will meet your requirements or that the site will be uninterrupted, secure or free from errors. The Company may, without liability to you, suspend the provision of the Service in whole or in part without prior notice at any time, including but not limited to where one of the following is applicable for maintaining the sound operation of the Service. The Company shall not be liable in any way for damage that may be incurred by Members due to such interruption or suspension of the Service nor shall the Company be liable for any disruption of the Service, loss or corruption of material when downloaded by the Member.

If periodic or emergency system maintenance operations become necessary;

If load concentration on its systems occurs;

If the operation of its systems becomes difficult due to a fire, power failure, act of sabotage by a third party, etc.; or

Under other circumstances that the Company determines as making it unavoidable for the systems to be shut down.

Article 13 Change or Abolition of the Service

The Company and the club may, without liability to you, change or abolish, at its own discretion, part or all of the Service, as appropriate, without prior notice. The Company shall not be liable in any way for damage that may be incurred by Members due to such change or abolition of the Service

Article 14 Copyright

All intellectual property rights, in particular copyright in content provided to you by us on the Company's website or in connection with membership of the Club vests in us (or is expressly licensed to us) and although you may make a copy of this content for your personal non-commercial use only provided that you keep all copyright and other proprietary notices intact, you agree not to modify, reproduce, republish, upload, post, distribute or otherwise transmit or use the content provided by us in any way without our prior written consent.

A Member may not use such information for commercial purposes, or transfer it to other persons, or post it on a webpage, etc. that can be viewed by the general public.

Article 15 Liability

The Company shall not be liable for any direct, indirect, special or consequential loss, or for any loss of profits, loss of reputation, loss of goodwill or loss of data, that arises out of or in connection with the Services or the membership registration process, or membership of the Club.

Nothing in this Agreement shall limit or exclude the Company's liability for: (a) death or personal injury arising from the Company's negligence; (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by sections 3, 4 and 5 of the Supply of Service.

Any links from our site to third party sites are not controlled by us and so the Company shall not be liable in respect of the same.

Article 16 Revision of this Agreement

The Company may at any time revise this Agreement at its sole discretion. If any changes on this agreement occurs, the company will notify all member regarding the changes on terms of condition through email.

Article 17 Prohibition of Assignment

A Member may not transfer or sell to any third party his or her status as a Member and his or her rights and obligations hereunder without obtaining the prior written consent of the Company.

Article 18 Governing Law and Jurisdiction

This Agreement shall be governed by the laws of Japan and the parties hereby submit to the exclusive jurisdiction of the Tokyo courts.

Date 2020/1/10

Sachi Gomez Fan Club

