

Before submitting a project proposal to Tokyo Tokyo FESTIVAL, please read and agree to the following terms and conditions.

## 1. Proposed Projects

- Proposed projects must comply with all relevant laws and ordinances. Applicants may only submit projects they have planned by themselves.
- If the proposed project includes material whose rights are held by an individual or entity other than the applicant, the applicant is requested to obtain permission to use the material from the individual holding the rights or the entity managing them before submitting the proposal.
- The applicant must ensure that the proposed project will not infringe on the rights (including privacy and portrait rights) of a third party. Proposed projects that have not taken the appropriate measures to protect such rights will be disqualified from judging or have their selection revoked.
- If a third party should claim infringement of rights or file for damages with regard to the proposed project, the applicant shall take full responsibility and shall resolve the issue at their own expense. The organizers shall take no responsibility.
- From the time the project proposal is submitted until the first round of selection is complete, neither the applicant nor anyone else may change or modify the proposal.
- The following types of projects may not be submitted:
  - ✓ Projects planned by a third party, or those that closely resembles a project by a third party.
  - ✓ Projects planned by multiple individuals, not all of whom have agreed to its proposal.
  - ✓ Projects that violate the intellectual property rights, property, trust, privacy, or other rights of the organizers or other third parties, including their copyright, portrait, or trademark rights.
  - ✓ Projects that include the personally identifiable information (names, addresses, or other pieces of information that enable individuals to be identified) of a third party.
  - ✓ Projects that include slander or libel toward the organizers or a third party, or would inflict discomfort or disadvantage on them.
  - ✓ Projects that may be interpreted as provoking or threatening the organizers or a third party, or compel them to express their views in any manner.
  - ✓ Projects that include content which violates the constitution, laws, ordinances, or regulations of Japan or could lead to their violation.

- ✓ Projects that include illegal activities or advertisements or other activities aimed at making a profit, or could lead to those activities.
- ✓ Projects carried out with the intent of achieving a political goal or recruiting religious followers, or otherwise publicizing or gaining adherents to a particular ideology.
- ✓ Projects that may lead to or encourage crimes.
- ✓ Projects that include obscenity or violent language or expression.
- ✓ Projects that expose viewers or participants to harm, such as those involving dangerous materials or noxious smells.
- ✓ Projects that involve the distribution of chain mail, links to adult websites, or invitations for other applicants to engage in indecent encounters.
- ✓ Projects that interfere with the Public Call for projects, or which damage or risk damaging the reputation of the organizers.
- ✓ Projects deemed to include content that is otherwise inconsistent with public order and standards of decency, or not appropriate to the purpose of the public call for projects by organizers.

## 2. Rights to the proposed project and its use

- With regard to projects that are selected after review by the panel of judges, the handling of copyrights will be determined during the contract process through consultation with the applicant, and will as a rule be based on the following principles.
  - A. Copyrights that arise in conjunction with the implementation of the selected project will be retained by the applicant.
  - B. However, the organizers (the Tokyo Metropolitan Government and Arts Council Tokyo) will have the right to freely use, without compensation, notification, or time limitations, drawings or images of the selected project, as well as any works produced in conjunction with its implementation, within the scope of what is needed to advertise, record, or report on the event, or carry out similar activities, and shall be permitted to process or modify these images or works as needed for these purposes. The applicants shall not exercise their moral rights with regard to the organizers' use of their work or images of it.
- During the contract period, the applicant is not permitted to independently implement the accepted project or any similar project without the permission of the organizers.
- Ownership of any works generated in conjunction with the implementation of the selected project will be retained by the organizer. If the organizer and applicant co-organize a project, ownership will be determined through consultation with the applicant during the contract process.

### 3. Personal information

- All personal information received from the applicant will be managed using appropriate security measures, and will not be revealed to or shared with a third party without the applicant's consent.
- The applicant's personal information will be entrusted to a third party only on the condition that the third party meets adequate standards for protecting personal information and has signed a confidentiality agreement.
- Personal information will be used only for the following purposes:
  - ✓ To confirm the application and notify the applicant that the project proposal has been received.
  - ✓ After application paperwork has been submitted, to notify the applicant of selection results.
  - ✓ After application paperwork has been submitted, to provide the applicant with instructions, notification that the event has been cancelled, or other paperwork.
  - ✓ To provide information to the media in order to advertise the Public Call for Project Proposals or to publish on the Project Proposals website.
  - ✓ To publish materials about the selected projects on the websites of the Tokyo Metropolitan Government and Arts Council Tokyo, etc.

### 4. Other

- The applicant shall bear all expenses related to the creation of the proposal and application.
- The organizers are not able to respond to any inquiries about selection standards, selection results, or other related matters.
- If the applicant's correct contact information is not available due to a change of address, etc., the selection of the project will be revoked.
- If the application documents contain false information or violate any of these terms and conditions, or if the proposed project is otherwise deemed to be inappropriate, it will be disqualified from judging or its selection will be revoked.
- Applicants who wish to withdraw their application from consideration should contact the secretariat as quickly as possible.
- The organizers take no responsibility for any loss suffered by the applicant in relation to submitting a proposal.
- The schedule and content of the public call for project proposals may be changed without advance notification. In addition, the event may be cancelled or ended. The organizers take no responsibility for any loss suffered by applicants as a result.
- The organizers may alter these terms and conditions without the consent of applicants. The altered application terms and conditions will take effect when they are published on the Public Call for Project Proposals website.

- Underage applicants must have the consent of a parent or guardian when submitting an application. Their applications will be accepted only if the consent of the parent or guardian is clearly indicated.
- The Tokyo Metropolitan Government and Arts Council Tokyo will be regarded as the project organizers, and will commission the production, etc. of the selected projects to the applicant. Commission contracts will comply with the laws of Japan.
- The Japanese version of these terms and conditions takes precedence over any foreign-language versions.

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Public Call for Project Proposals Office for Tokyo Tokyo FESTIVAL