

## Submission Terms and Conditions

### 1. Application of Submission Regulations

The following terms and conditions (the 'Terms') apply to submissions related to the 'JET Programme Video Contest 2017' (the 'Contest') administered by the Council of Local Authorities for International Relations ('CLAIR').

### 2. Submission to the Contest

By providing a submission, the submitter agrees from the time of submission to abide by the Contest Terms and [YouTube's Terms of Service](#). In addition, the submitter agrees that the submitted file as well as all associated information will be made viewable via YouTube and, upon conclusion of the Contest, be provided to JET Programme participant host prefectures/designated Cities, contracting organisations, and any other organisation that contributes to the proliferation of information throughout the local communities of Japan.

### 3. Actions of CLAIR

CLAIR will review the submitted videos, examine the eligibility of the video based on the criteria set by the Terms and the length of the submission, and, in the absence of any prohibited material, upload the submission to YouTube.

In doing so, CLAIR will inform the submitter via e-mail to the effect that his or her submission is either 'approved and uploaded' or 'prohibited from uploading due to failure to obtain approval'.

By making a submission to the Contest, the submitter consents that, in the case CLAIR ascertains that the submitter has committed a prohibited action, CLAIR retains the right to, through its sole discretion, delete any of the submitter's uploaded data without notice to the submitter.

The submitter also agrees that, even in cases where the prohibited material is not clearly defined, CLAIR may delete any of the submitter's uploaded data without notice to the submitter when CLAIR deems it necessary.

The submitter agrees that, in the following cases, CLAIR retains the right to save, declassify, and provide any of the data uploaded by the submitter to the Contest,

information about the submitter's actions in participating in the Contest, and any records of said actions, including all information associated to the actions of the submitter (including the corresponding submitter's personal information, the submitter's account information, any other information related to the submitter's participation in the Contest, and any network information such as IP addresses and time stamps confirmed by CLAIR):

- Cases designated by law.
- Cases in which it is necessary to protect the life, health, and property of an individual.
- Cases in which it is necessary to support the wellbeing and sound development of children.
- Cases where there is a necessity to cooperate with a third party including a national organisation, local public body, or a party consigned to work by the former two, wherein contacting the submitter to receive approval may pose an impediment to the work designated by law of the aforementioned parties.
- Cases in which the Administrative Association has deemed it necessary in order to respond to protests about actions that infringe on the rights of a third party.
- Any other case in which the Administrative Association deems it necessary in administering the Contest.

The submitter agrees not to contest any of the actions of CLAIR including the deletion of uploaded data or comments.

#### 4. Prohibited Material Associated with Uploaded Material

The following actions related to the submitter's participation in the Contest and uploaded files are prohibited.

- (1) Acts prohibited by law as well as actions that aid, abet, solicit, coerce, or promote acts prohibited by law.
- (2) Acts that induce an extreme burden on the Contest's server.
- (3) Acts that hinder the administration of the contest or any other acts deemed inappropriate by CLAIR.
- (4) Acts that impede the participation of other submitters in the Contest.
- (5) Acts that damage the reputation, social credibility, likeness, or that infringe upon the copyrights, trademarks, and rights of privacy, publicity, portraiture, other intellectual property rights, or any other rights of any person or entity

- (including all cases designated by law or with recognised legal precedent).
- (6) Acts considered to be harassment, intimidation, or slander to other submitters.
  - (7) Use of language associated with discrimination against any ethnicity, religion, race, gender, or age group.
  - (8) Acts that solicit, induce, or promote suicide, mass suicide, self-harm, or illegal drug use.
  - (9) Any sale, auction, payment, or similar action that is unauthorised by CLAIR.
  - (10) Acts unauthorised by CLAIR with the aim of soliciting chain or spam mail, or advertising or publicising a service or product.
  - (11) Acts of forgery or fraud through the impersonation of another individual, company, or organisation.
  - (12) Acts that disrupt or violate public order and common morality.
  - (13) Acts designed to induce the unintentional viewing of a video via falsehoods or misinformation.
  - (14) Acts that run counter to the spirit of the Contest.
  - (15) Any other acts similar to those listed above.

## 5. Submission Guidelines

Submissions must meet the following conditions to be accepted:

- (1) The submitted file must be of the designated format (see item 2) and be no longer than 3 minutes in length.
- (2) The video must showcase the submitter's current or former place of appointment.
- (3) The designated format of submissions must be files with extensions of .MOV, .MPEG4, .AVI, .WMV, .MPEGPS, .FLV, .3GPP, or WebM. For more details please refer to the [YouTube Help page](#).
- (4) The individual or representative of the group submitting the file must be a current or former JET Programme participant, and must include a self-introduction (including their nationality, job type and name) in the submitted video.
- (5) The submitted video must have either English Audio and Japanese Subtitles or Japanese Audio and English Subtitles.
- (6) The submitted file must not contain any of the prohibited material designated in Article 4 'Prohibited Material Associated with Uploaded Material.'

In the case when all of the above conditions have been met, CLAIR will, through its own decision, proceed to upload the submitted files to YouTube. If any of the above

conditions are violated, the submission will become invalid. In addition, the submitter agrees that CLAIR retains the right to not upload submissions.

#### 6. Disclaimer

In using the Contest webpage, CLAIR cannot guarantee the submitter the accuracy, legality, morality, currency, or appropriateness (including the appropriateness of the categories) of the material posted to the Contest webpage.

CLAIR will bear absolutely no responsibility for any damage, direct or indirect, that results from accessing the Contest webpage, failing to be able to access the Contest webpage, using links directed from the Contest webpage, or failing to be able to use the links directed from the Contest webpage.

In the case any of the provisions of the Rules are violated by either the submitter or another participant in the Contest, CLAIR is exempt from all claims, lawsuits, and other legal actions from the submitter.

In addition, CLAIR will bear no responsibility in cases of dispute with a submitter regarding data packet fees incurred through participation in the Contest.

#### 7. Use of Account Information

The submitter agrees to the use of the information submitted to the Contest (including all registered account information) as the submitter's 'nickname' to be used in the Contest.

#### 8. Applicable Law and Language of the Terms

These Terms are applicable under Japanese law, and shall be subject exclusively to the jurisdiction of the court of first instance of the Tokyo District Court. The items of the Contest and these Terms will be displayed and interpreted in Japanese. (The English translation of the Terms is a provisional translation only and is not subject to legal interpretation.)

#### 9. Copyright of Uploaded Movies

The copyrights to the movies uploaded to the Contest belong to the submitter. However, a portion of these copyrights (reproduction rights, screening rights, right to preserve integrity, and right to adapt) are recognised to be subdivided with CLAIR.

#### 10. Awards and Judging

Selection of the recipient for each award will be based on the following criteria:

- Grand Prize

Awarded to a video the judge panel, in consultation with CLAIR, selected as best fitting the spirit of the contest; with consideration given to the video's capacity to convey the local area's appeal and charm, the excellence of the video, and the number of views.

- Runner-Up Prizes

Awarded to videos the judge panel, in consultation with CLAIR, selected as among the most fitting to the spirit of the contest; with consideration given to the video's capacity to convey the local area's appeal and charm, the excellence of the video, and the number of views.

- Best Idea Award

Awarded to the video judged to be the most creative and cutting-edge.

- PR Award

Awarded to the video judged to be the most passionate in conveying the charm of the local area.

\*And other special awards.

CLAIR will notify the award recipients individually by e-mail. At that time, CLAIR may request the submitter's address and phone number. CLAIR cannot accept enquiries regarding submission, confirmation of the awarding of prizes, or notices of change of e-mail address following submission. If an e-mail address is invalid or if CLAIR is unable to make contact with the award winner for any reason, the award may be retracted. In addition, CLAIR may request the award winner to provide proof of identification such as a passport or driver's license.

The award may be retracted if contact cannot be made with the award winner within one week of the notice regarding announcement of the award.

Likewise, the award may be retracted if contact cannot be made with the runner-up winner within three days of the notice regarding receipt of the award.

The right to receive the award lies solely in the designated award winner and cannot be transferred to a third party or exchanged for cash.

Please refrain from making any inquiries regarding the results of the judging

process.

A submission will become invalid if the award winner cannot provide his or her address and telephone number.