

# **JNS 70th Anniversary Photo Exhibition**

## **Terms and Conditions of Application**

Please read the following Terms and Conditions of Application (hereinafter referred to as the “Terms and Conditions”) before entering the “JNS 70th Anniversary Photo Exhibition” (hereinafter referred to as the “exhibition”) organized by the Japan-Netherlands Society.

By submitting an entry to the exhibition, JNS members agree to these Terms and Conditions.

### **1. Scope of Application**

These Terms and Conditions shall apply between the Japan-Netherlands Society (JNS) and the members who submit their photographs to this exhibition.

### **2. Entry to the Exhibition**

- (1) The JNS reserves the right to display the submitted photographs at the exhibition, both on-site and online, operated by the JNS.
- (2) The following information will be posted or displayed when using photographs submitted by members:
  - (i) Online photo exhibition (closed to the public):  
Photograph, title, name, or nickname, and message
  - (ii) Photo exhibition at the venue (open to the public):  
Photograph, title, name, or nicknameMembers are deemed to have consented to the public display of their submitted photograph as outlined above in (ii).
- (3) The member must hold all copyrights to the submitted photographs. The member reserves the copyright for the submitted photograph(s).
- (4) All submitted photographs must have permission from the subject and photographer to be entered into the exhibition. In the unlikely event of a dispute with a third party, the member shall be solely responsible for resolving it at their own expense and liability. If the submitted photograph includes a person (e.g., another JNS member, friend, or acquaintance) as the subject, the member must obtain their prior consent.
- (5) For the protection of personal information, applications from overseas are not accepted.

### **3. Prints and Data of Submitted Photographs**

- (1) The JNS will not return any data of the submitted photographs.
- (2) The JNS will return prints of submitted photographs. Please note that the prints will be returned in the condition they were attached to the exhibition mount.
- (3) The JNS is not obligated to retain any prints or data of the submitted photographs. Members are responsible for retaining the original prints and data of the photographs they send to the JNS. The JNS shall not be liable for any loss or damage to the prints or data submitted by the member.

#### **4. Cancellation of Photograph Submissions and Publication/Exhibition**

If the JNS determines that any of the following conditions apply to a photograph submitted by a member, the JNS reserves the right to cancel or withdraw the entry from the exhibition, as well as its publication and display at the exhibition site and on the exhibition website.

- (1) Photographs that infringe, or may infringe, upon the rights of others, including copyright, portrait, privacy, and publicity rights.
- (2) Photographs that are, or may be, discriminatory, defamatory, libelous, or disruptive in nature.
- (3) Photographs that violate, or may violate, laws, ordinances, or public order and morality.
- (4) Photographs containing personal information of a third party.
- (5) Photographs that include commercial advertisements, solicitations of specific ideas or religions, or similar content.
- (6) In addition to the above, photographs that the JNS considers inappropriate.

#### **5. Handling of Member Information**

- (1) The JNS will manage the information provided by members when applying for this exhibition, including their name, telephone number, and email address (hereafter referred to as "member information"), in an appropriate manner.
- (2) The JNS will use member information solely for the following purposes:
  - Operations necessary for managing this exhibition (e.g., responding to inquiries and sending information related to this exhibition)
- (3) The JNS will not disclose or provide member information to third parties except in the following cases:
  - (i) When the member has given prior consent for disclosure.
  - (ii) When disclosure is urgently required to protect human life or rights.
  - (iii) When cooperating with requests from judicial institutions, police, or other public organizations based on laws and regulations.
  - (iv) When laws and regulations mandate disclosure.

#### **6. Suspension or Discontinuation**

- (1) The JNS may temporarily suspend or discontinue all or part of the exhibition and the application form without prior notice to the members under the following circumstances:
  - (i) Regular or emergency maintenance, inspection, modification, or repair of the equipment or systems used for the exhibition and application form.
  - (ii) Difficulty in providing the exhibition and application form due to force majeure events, such as fire, power outages, natural disasters, or the spread of COVID-19.
  - (iii) Issues with communication lines or other technical problems.
  - (iv) Any other event that the JNS deems necessary to suspend or discontinue the exhibition and application form due to operational or technical reasons or if the JNS finds it challenging to provide them due to unforeseen circumstances.
- (2) At the end of the predetermined period, the JNS may discontinue all or part of the exhibition and application form.
- (3) The JNS shall not be liable for any loss or damage incurred by the members due to the suspension or discontinuation of the exhibition and application form.

## **7. Compensation for Damages/Exemption**

- (1) If members violate these Terms and Conditions or engage in any fraudulent or illegal activities related to their applications for this exhibition and use of the application form, the members shall be liable to compensate the JNS for any resulting damages, including legal fees.
- (2) If a dispute arises between a member and a third party regarding his or her application for this photo exhibition or using the application form, the member shall resolve the dispute at his or her own expense and responsibility, ensuring that no damage is caused to the JNS.
- (3) The JNS shall not be liable for any damages or losses incurred by the members concerning their application for this exhibition or use of the application form. The JNS shall also not be liable for any damages or losses resulting from a member's inability to apply for this exhibition or use the application form.
- (4) The JNS makes no guarantees regarding the accuracy, completeness, usefulness, or other aspects of the information that members obtain through their application for this exhibition, the application form, or any related services.

## **8. Governing Law**

The governing law for these Terms and Conditions shall be the laws of Japan.

## **9. Matters to be Discussed**

Any matters not stipulated in these Terms and Conditions, or any questions regarding these Terms and Conditions, shall be resolved through good-faith discussions between the member and the JNS.

## **10. Exclusive Court of Jurisdiction**

In the event of a dispute between the JNS and the member regarding these Terms and Conditions, the application for this exhibition, or the use of the application form, the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.

Last updated on September 26, 2024

Japan-Netherlands Society