

What's Your J-Talent?

Privacy Notice

The Japan Foundation, Sydney (ABN 80 285 889 155) ('We', 'Our' or 'Us') collects your personal information in order to run this contest. Our Privacy Policy (<https://jpf.org.au/privacy-policy/>) provides more information about how we handle personal information.

Terms and Conditions

1. All Entrants (**Entrants**) acknowledge and agree that their entry into the contest subject to, and they must adhere to, these terms and conditions and any additional terms and conditions or alterations to these terms and conditions as set out by The Japan Foundation, Sydney (herein JPF Sydney) from time to time. Information about Prizes and how to enter forms part of these terms and conditions. Entries not in accordance with these terms and conditions are invalid. The Promoter may, at any time, require Entrants to produce documentation to establish to the Promoter's satisfaction the validity of Entries (including documentation establishing identity, age, place of residence etc.) Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
2. To enter the contest, Entrants must, submit an application form during the entry period: July 9 10:00am AEST – September 16 5:00pm AEST. JPF Sydney may share information submitted on the form with judges of the contest.
3. To enter the contest, entrants under 18 years of age must submit a consent form signed by a parent/guardian. i) All individuals appearing in video entries have given permission for the video to be posted on JPF Sydney YouTube channel, website and social media platforms. ii) By completing the application form, you acknowledge that you have received consent from all visually identifiable people who appear in the video. In obtaining consent, identifiable people must be made aware that the video may be made available to the general public.
4. Entrants must reside in the Oceania Region, in one of the following countries: Australia, Cook Islands, Fiji, Kiribati, Marshall Islands, Micronesia, Nauru, New Zealand, Niue, Palau, Papua New Guinea, Samoa, Solomon Islands, Tonga, Tuvalu, Vanuatu.
5. A maximum of two entries per person (whether individual or group entries) will be accepted.
6. Video Entries should no longer be 2 (two) minutes (including credits).
7. Entries from professionals in their field of entry will be accepted, however, language category entries are subject to the conditions that the entrant must: i) identify as a learner of Japanese as a foreign language and; ii) have not undertaken more than three (3) years of compulsory education in Japan.
8. Copyright breaches (audio/video etc) are not allowed and proof of copyright approval is required.
9. By entering the contest, each Entrant: i) Give JPF, Sydney the authority to publicly announce and publish their name and entry; and ii) Grants the JPF Sydney a world-wide, perpetual, irrevocable, non-exclusive, transferable, royalty free and sub-licensable right and licence to use, reproduce, modify, adapt, publish or display (in

whole or in part) any intellectual property contained in the content of their Entry and/or Post, without royalty, payment or other compensation. Each Entrant consents to JPF Sydney or their respective agents, employees, contractors or sub-licensees doing anything in relation to such use which might otherwise infringe the Entrant's moral rights and warrants that they have full authority to grant such rights.

10. Grand prize winners for each category are to select their own prize in conjunction with an agent appointed by JPF Sydney.
11. Winner's prize packs will be posted by Australian Post as a tracked parcel. JPF, Sydney will not take responsibility for lost or delayed packages.
12. Winning Entries must conform to all terms and conditions. No responsibility will be accepted for late, lost, illegible, incorrectly submitted or incomplete Entries. Entries which contain incorrect contact details shall be deemed invalid.
13. JPF, Sydney reserves the right to remove any Entry that contains offensive, inappropriate or derogatory material. Any Entry containing such content shall be deemed invalid.
14. The Winner/s are eligible to win the Prize/s as specified by JPF Sydney. JPF Sydney reserves the right in its sole discretion to disqualify any Entrant who JPF Sydney has reason to believe has breached any of these terms and conditions, or engaged in unlawful or other improper conduct calculated to jeopardize the fair and proper conduct of the contest. The Promoter reserves its rights to recover damages or other compensation from such a person.
15. Any decision made by JPF, Sydney in respect of the contest or a Prize is final and binding and no correspondence will be entered into. The Winner/s will be notified via email in mid-October, 2020 and on the Contest website. JPF, Sydney will arrange with the Winner/s to post the prize (where applicable) to the Winner/s' nominated delivery address within Oceania.
16. If a Winner cannot be contacted (i.e. attempts to contact the Winner have met with failure) or does not claim the Prize or JPF, Sydney does not receive any return communication within one (1) month of notification the winner may forego their entitlement to a Prize.
17. Winner/s must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. Winner/s consent to the Promoter using their names and images in any promotional or advertising activity.
18. JPF, Sydney and their respective related entities, officers, employees, contractors and agents shall not be liable (including in negligence) for any loss, liability, cost, damage, personal injury, illness, death, expense or claim whatsoever which is suffered (including but not limited to personal injury and indirect, special or consequential economic loss) as a result of the Contest or in connection with a Prize except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
19. All internet, mobile phone and/or SMS charges in relation to the Contest are the sole responsibility of the Entrant.
20. If the conduct or operation of the contest is interfered with or disrupted in any way by any cause outside the reasonable control of the Promoter or the Contest is not capable of running as planned (including, but not limited to, by reason of misdirected Entries, tampering, unauthorized intervention, fraud or technical failure, software, hardware or communications issues or tampering), the Promoter reserves the right (in its absolute discretion) to suspend, modify, cancel, recommence or terminate the Contest as appropriate.

21. The contest is in no way sponsored, endorsed or administered by, or associated with any social media platform provider (including, but not limited to, the providers of Facebook, Instagram and Twitter) or any of their related entities (Provider).
22. Each Entrant agrees to release any Provider from all liability in connection with, or in relation to, the contest.
23. The terms and conditions of the contest do not intend to conflict with, or derogate from, a Provider's terms and conditions of use, statement of rights and responsibilities (if any), data use policy or any other terms and conditions imposed by the relevant Provider on Entrants from time to time to use the relevant social media platform.
24. Any provision of these terms and conditions which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these terms and conditions nor affect the validity of the provision in any other jurisdiction.
25. To the maximum extent permitted by law, the Promoter accepts no responsibility for:
 - i) any tax implications that may arise from the Prize; ii) any error, omission, interruption, or delay in the operation or transmission of any communication sent to (or by) the Promoter or any Entrant whether caused by problems with communication networks or lines, computer systems, software or internet providers, congestion on any carrier networks or otherwise; iii) any theft, destruction or unauthorised access to, or alteration of such communications; and iv) any problem with, or technical malfunction

