

In applying for the Paralympic Art World Cup, applicants are considered to have agreed to abide by the following regulations.

Article 1 【Applicable Range of the Terms】

The following terms shall apply to all matters between the Paralympic Art Executive Office (hereinafter referred to as the “host organization”) and applicants to the Paralympic Art World Cup art contest (hereinafter referred to as “the contest”) to be hosted by the host organization.

Article 2 【Qualifications to apply】

Applicants that are eligible to apply to the contest are the following applicants.

- Applicant with disabilities regardless of country.

(Applicants who possess an issued certification or equivalent document that proves their disability status)

- There are no requirements regarding the applicant’s age or experience as an artist.

Article 3 【Intellectual Property Rights】

1. Artworks submitted for application must be created by the applicant him/herself, and be an original artwork with the rights held solely by the applicant.

2. Applied artworks shall not infringe on the intellectual property rights or any other rights of a third party.

3. Applicants whose artworks have been selected for an award are considered to have given permission for the exclusive use of their intellectual property and shall not permit the use of their intellectual property by a third party other than the applicant. Moreover, when the applicant has been contacted for the purpose of the use of their intellectual property, the applicant shall report to the host organization and address the matter upon mutual discussion.

4. The applying artist shall not exercise his or her right to personality.

5. When the artist’s intellectual property is to be merchandised, the applying artist shall allow the exclusive use of his or her artwork for the reasons and manner of use to be separately decided within the term of the use of said artwork by the host organization.

6. The applicant shall reapprove of the host organization’s use of the applying artwork for a

third party.

7. When the host organization or another party that has been reapproved by the host organization is conducting business in regards to the applicant's intellectual property, the applicant shall accept the request extend the term of the use of his or her intellectual property.

8. The applicant shall allow for the host organization to freely use all artwork applications (not limited to artworks that have received an award) and comments by applicants for the purpose of advertising and promotion of the contest through its websites and printed material, and shall not execute his or her right to personality. Moreover, the name and the country of residence of the applicant may be mentioned in such material.

9. When the applied artwork has received a warning, demand, or a lawsuit filing due to the claim that it has infringed on the intellectual property right of a third party, the host organization shall not bear any responsibility. In the case that the host organization receives damages, the applicant shall compensate for any such damages.

10. The author(s) and applicant(s) agree that the organizer shall have the exclusive right to issue and sell NFTs for all submitted works (not limited to selected/awarded works) of this competition. The moral rights of the author of the submitted work shall not be exercised. In addition, once aNFT is issued, neither the author, the applicant, nor the organizer can issue a NFT of the same work again.

11. The author(s) and the applicant(s) agree that the organizer sell the NFT of the submitted work issued by the organizer to any third parties and distribute the NFT of the submitted work issued by the organizer to the secondarily market . The third parties who purchased the NFT and the NFT after the second distribution shall not exercise the moral rights of the author to the owner of.

Article 4 【Confidentiality】

The applicant must obey any instruction that forbids the presentation or disclosure of information presented or has been made known by the host organization upon participating in the contest. However, this shall not necessarily be the case for the following matters.

- Information that is already public knowledge or has become public knowledge
- Information that the applicant has already possessed before receiving it from the host organization, with evidence that can prove that that is indeed the case.

- Information that has been received legally from a third party with legal authority.

Article 5 【Change in Design】

1. The host organization may request a change in the design of the applied artwork to an award winning applicant if deemed to be necessary.
2. The host organization may edit the applied artwork for its use in websites or printed material managed or published by the host organization within a reasonable manner, and the applicant is considered to have agreed to such changes.

Article 6 【Exemptions】

1. The host organization may delete an award winning artwork from entry it has deemed to be unfit without the approval of the applicant. Moreover, the host organization shall not be held responsible in any way for any damages that the applicant has received from the deletion of his or her artwork.

※Unfit shall refer to applications that infringe on the intellectual property rights or any other rights of a third party, that are contrary to the public order and morality, information that can be traced back to an individual, or any other factor deemed as unfit by the host organization.

2. As for the leaking of information provided by the applicant, and damages to the applicant for reasons that cannot be attributed to the host organizations, the host organization shall not bear any responsibility.
3. The host organizations will not make any guarantees regarding the content of information posted or publicized by the applicant,

Article 7 【Matters of Consent】

1. The submitted data for applied artworks (including electronic data) will not be returned to the applicant.
2. When the applied artwork has been selected for an award for the contest, the applicant will hand over the original artwork (including electronic data) to the host organization, and the host organization will not return the artwork.
3. When an applied artwork that has never been used in a commercial manner has won an award, the applicant shall not use the artwork in anyway without the permission of the host

organization.

4 . When the applicant's participation in the contest is considered as a default of the applicant's obligation to a third party and causes any damages to said party, the matter must be resolved under the responsibilities and the finances of the applicant without causing any damages to the host organization.

5 . The host organization may suspend, extend, or change the content of the contest in case an unavoidable circumstance emerges.

Article 8 【The Treatment of Personal Information】

The personal information of the applicant shall be used for the sole purpose of the appropriate management of the contest. The host organization will not use, display, or provide such information for reasons other than that stated above without permission.

Article 9 【Court of Jurisdiction】

The law of jurisdiction for the terms of application shall be Japanese Law, and when either party takes legal action with respect to any matter arising out of the term or the contest, the court of exclusive jurisdiction by consent shall be the Tokyo District Court of Japan.

Article 10 【Other Matters】

1 . If a matter other than those stated in the articles above emerges, after discussions with the parties involved, the final decision will be made by the host organization.