



Transformed by TOMODACHI Photo Contest

Official Rules

TERMS

The “Transformed by TOMODACHI” Photo Contest (the “Contest”) begins July 1, 2017 and ends August 20, 2017 at 23:59 JST. This Contest is sponsored by the TOMODACHI Initiative with generous support from The Prudential Foundation (herein “Sponsor”). Each entrant acknowledges that the Contest is subject to the official rules set forth herein (“Official Rules”). By submitting an entry, each entrant agrees to these Official Rules and warrants that his or her entry complies with all requirements set out in these Official Rules.

WHO MAY ENTER

The Contest is open only to alumni and current participants of TOMODACHI programs. Contest officials may require entrant to verify the entrant’s eligibility. Failure to do so may result in disqualification.

HOW TO ENTER

There is no entry fee. Unlimited entries, but only one photo per email.

To enter, follow the three-step process:

Step 1: POST a photo with caption on Instagram or Facebook with the hashtag #tomophoto2017. Let us know you’ve posted by tagging us @tomoalumni

Step 2: EMAIL tomosummit2017@usjapancouncil.org with the following information.

1. Entrant’s Name
 2. Social Media Platform used for post (ex: Facebook, Instagram)
 3. TOMODACHI Program Affiliation (+ year of participation)
 4. Email Address (NO 携帯メール)
 5. Phone Number (ex: 080-000-1111)
 6. Photo Title
 7. Photo Caption
 8. Date Photo was taken
 9. Location of the Photo
- Subject Line: Transformed by TOMODACHI Photo Contest Entry [your name]
→ Attach the photo you posted in Step 1.

Note 1: If all the information required above is not provided, the entry will not be accepted.

Note 2: You’re welcome to post unlimited entries, but be sure to send only one entry per email.

There is no limit on the number of entries per person. Each entry must comply with the following requirements:

1. Photographs must be in digital format. Only online entries will be eligible. No print or film submissions will be accepted for entry into this Contest. The photograph does not need to be taken with a digital camera; scans of negatives, transparencies, or photographic prints are acceptable. They can be photos taken with an iPhone. All digital files must be in .jpg or .tiff format, must have a resolution of at least 300 dpi, and must be at least 11 inches wide and 14 inches tall (if a vertical image) or 14 inches wide and 11 inches tall (if a horizontal image).
2. Only cropping, minor burning, dodging and/or color correction is acceptable. Basic filters are acceptable, but no use of photoshop or other applications to create major changes. Any other changes to the original photograph other than the minor permitted changes described in the previous sentence are not permitted and may disqualify the photograph from the Contest.
3. Photographs that include sculptures, statues, paintings, and other works of art will be accepted as long as in Sponsor's opinion they do not constitute copyright infringement, fraud or otherwise appear to infringe the rights of others.
4. The photograph, in its entirety, must be a single work of original material taken by the entrant. By entering the Contest, as set forth in the Media Consent Form release attached as Exhibit "A", entrant represents and warrants that the submitted photograph is an original work created solely by the entrant, that the photograph does not infringe on the copyrights, trademarks, moral rights, rights of privacy/publicity, confidentiality or other intellectual property rights of any other person or entity, and that no other party has any right, title, claim, or interest in the photograph. The photograph, if taken by another person at the direction of entrant, is eligible, so long as the concept and composition are original to the entrant and there is no reasonable expectation for the person who took the photograph to view this photo as their own creative property, and entrant completes the Media Consent Form.
5. The photograph must not, in the sole and unfettered discretion of the Sponsor, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.
6. The caption must be complete and accurate, sufficient to convey the circumstances in which the photograph was taken. Disguising or misrepresenting the origin of the entry's content is cause for disqualification.
7. Watermarks are not acceptable. If Sponsor does not receive a non-watermarked version of the entry within ten (10) days following its request, the entry will be disqualified.
8. Photographs must have been taken on or after March 11, 2011 and must not have won an award in any previous TOMODACHI-affiliated photo contest.

JUDGING

Judging consists of two (2) rounds of evaluation. In round one, select core committee members of the TOMODACHI Summit (the "Judges") will select up twelve (12) finalists from all eligible submissions based on the following criteria ("Judging Criteria"): (1) Execution 50%; (2) Creativity 25%; (3) Story 25%. The deadline for applications will be August 20th and the finalists will be chosen in early September 2017 to proceed to round two. In round two, the selection will be provided at the TOMODACHI Summit on September 10th and the attendees will choose the winning photo and caption.

Fan's Choice Prize: The twelve (12) finalists from round one will be posted on the TOMODACHI Facebook* page no later than September 1, 2017. Alumni will vote online via "Likes" from September 2, 2017 to September 10, 2017. The finalist with the most Likes will receive the Fan's Choice Prize. Winners of the First, Second, and Third Place Prize will not be eligible to win the Fan's Choice Prize. In the event that the finalist with the most Likes is also a First, Second, or Third Place Prize winner, the Fan's Choice Prize will go to the next runner-up.

Finalists Prize: Twelve (12) finalists will be chosen to be featured in the 2018 TOMODACHI Calendar.

All Prize winners will be chosen by the end of September and will be notified by email. Judge decisions are final and binding.

*Facebook is the registered trademark of Facebook, Inc. Facebook in no way sponsors, endorses, administers, or is in any other way associated with, the Contest.

RELEASES

The TOMODACHI Initiative is administered by the U.S.-Japan Council (herein called "USJC"). If the photograph contains any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties, and/or if any persons appear in the photograph, the entrant must obtain, prior to submission of the photograph, any and all releases and consents necessary to permit the exhibition and use of the photograph in the manner set forth in these Official Rules without additional compensation. If any person appearing in any photograph is under the age of eighteen (18) years, the entrant must obtain the signature of a parent or legal guardian on each such release.

Upon the request of the USJC, each entrant must provide the signed Media Consent Form release attached as Exhibit "A" from all persons who appear in the photograph submitted, any person who takes the photograph other than the entrant, and/or from the owner of any material that appears in the photograph entry, providing USJC the rights set forth in such Media Consent Form including, but not limited to, the royalty-free, irrevocable, unrestricted and perpetual right to use, reproduce, distribute, display, publish, and create derivative works of the entry in connection with the Contest and promotion of the Contest, throughout the universe in any and all media now known or hereafter devised. Failure to provide such releases upon request may result in disqualification at any time during the Contest and selection of an alternate winner.

Similarly, upon Sponsor's request, each entrant must provide a signed written license from the copyright owner of any sculpture, artwork, or other copyrighted material that appears in the photograph entry, authorizing any authorized party to use, reproduce, distribute, display, publish, and create derivative works of the entry in connection with the Contest and promotion of the Contest, throughout the universe in any and all media now known or hereafter devised on a royalty-free, irrevocable, unrestricted and perpetual basis. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

Finally, upon Sponsor's request, each entrant must be prepared to provide a signed written license from the owner of any private property included in the photograph entry, authorizing any authorized party to use, reproduce, distribute, display, publish, and create derivative works of the entry in connection with the Contest and promotion of the Contest, throughout the universe in any media now known or hereafter devised on a royalty-free, irrevocable, unrestricted and perpetual basis. Failure to provide such releases upon request may result in disqualification and selection of an alternate winner.

PRIZES

First Place Prize: (i) Roundtrip coach airfare for one (1) person originating at and returning to a major international gateway airport near the winner's primary residence, such airport to be determined by Sponsor in its sole discretion, and flying to and returning from Washington, D.C.; (ii) lodging provided for five (5) nights' stay at a lodging establishment to be determined by

Sponsor in its sole discretion; (iii) attendance at the 2017 USJC Annual Conference in Washington, D.C.; and (iv) a minor stipend to cover local transportation to/from both major airports and all meal costs in Washington, D.C. ((i) – (iv) are collectively, the “DC Trip”). The DC Trip does not include full reimbursement of transportation or meal costs (only a stipend), and lodging is limited to the room rate, tax and city fees but does not include any other costs such as gratuities and incidentals (e.g., food and beverage, parking, activities, etc.).

All reservations in connection with the D.C. Trip will be arranged by USJC and will take place on November 10th to 14th 2017, returning to Japan on November 15th 2017. The D.C. Trip must be completed by November 30, 2017 or First Prize winner shall forfeit the D.C. Trip. In the event a First Prize winner’s residence is within two hundred (200) miles of Washington, D.C., air travel will not be included in the DC Trip. In lieu of such an event, ground transportation will be provided. First Prize winner will not be entitled to cash or any other consideration or compensation of any kind. The First Prize winner must possess all required travel documents, including visas and valid passports, if and as applicable. All aspects of the DC Trip must be conducted on dates determined by USJC in its sole discretion; it being understood that the dates of departure and return are subject to change at USJC’s sole discretion. Airline tickets are non-refundable/nontransferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. The Approximate Retail Value (ARV) for the DC Trip is USD \$3,000; it being understood such ARV is an estimate only and that the actual value may vary depending upon points of departure and destination and fare fluctuations. USJC reserves the right to structure travel routes in its sole discretion. The First Prize winner will not receive cash or any other form of compensation if actual ARV is less than the estimate made in these Official Rules. The prize restrictions/conditions stated herein are not all-inclusive and the First Prize winner may be subject to additional restrictions/conditions. In the event the First Prize winner engages in any act or becomes involved in any situation or occurrence tending to bring First Prize winner into public disrepute, contempt, scandal or ridicule, or tending to shock, insult or offend a reasonable person, or reflecting unfavorably upon USJC’s reputation, USJC’s products or services, USJC shall have the right immediately to terminate the DC Trip, or any portion of the DC Trip, and First Prize winner will not be entitled to any consideration or compensation of any kind, other than the completion of return travel to First Prize winner’s originating airport, if the First Prize winner has already traveled to Washington, D.C. USJC reserves the right to substitute the DC Trip for one of equal or greater value if the DC Trip or any element thereof should become unavailable for any reason. If First Prize winner is unavailable to travel on the dates provided, then the prize will be forfeited.

Second Place: 10,000JPY or \$100 Amazon Gift Card

Third Place: 2,500JPY or \$25 Amazon Gift Card

Fan's Choice: 7,500JPY or \$75 Amazon Gift Card

Potential winners shall be required to sign and return within seven (7) days following an attempted notification USJC provided Media Consent Form, as well as a questionnaire, in which the entrant warrants that the entrant is the owner of the photograph (and all the intellectual property rights in the photograph submitted) and grants to USJC the license as described herein. Failure to execute and deliver any required documents provided to the potential winner by the specified deadline may result in disqualification from the Contest.

The Prizes are non-transferable and non-assignable. USJC reserves the right to substitute a Prize (or any portion thereof) with one of comparable or greater value at its sole and absolute discretion.

The winner is fully responsible for any and all applicable taxes (including income and withholding taxes). All costs and expenses associated with Prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. All prize details shall be determined in the sole and absolute discretion of the USJC.

NONCOMPLIANCE OR RETURN OF PRIZE NOTIFICATION AS UNDELIVERABLE, WHETHER BY REGULAR MAIL OR BY E-MAIL, MAY RESULT IN DISQUALIFICATION.

Winners will receive their prizes within one month's time of receipt of the Media Consent Form and Questionnaire.

LICENSE

By entering the Contest, all entrants grant an irrevocable, royalty-free, unrestricted, perpetual, non-exclusive license throughout the universe to USJC, to use, reproduce, distribute, display, publish, and create derivative works of the entries (along with a name credit) in connection with the Contest and promotion of the Contest, in any language, in any form, and in any and all media now known or hereafter devised, without compensation, including, but not limited to:

Display at an exhibition of winners and finalists; publication of a TOMODACHI and U.S.-Japan Council annual report; website highlighting entries or winners of the Contest Prizes; promotional printed materials, web graphics, and any and all other uses made by USJC. Entrants consent to USJC doing or omitting to do any act that would otherwise infringe the entrants' "moral rights" in their entries. Display or publication of any entry on a TOMODACHI or USJC website or Facebook page does not indicate the entrant will be selected as a winner. USJC will not be required to pay any consideration or seek any additional approval in connection with such use as authorized by the license. Additionally, by entering, each entrant grants to USJC the unrestricted right to use all statements made in connection with the Contest, and pictures or likenesses of Contest entrants, or choose not to do so, at their sole discretion, except where prohibited by law. USJC will not be required to pay any consideration or obtain any additional approval in connection with such use.

Entrant hereby confirms entrant's understanding and agreement that any and all works derived from entrant's entry(ies) will be owned and may be copyrighted solely by USJC.

LIMITATION OF LIABILITY/INDEMNIFICATION

By entering this Contest, each entrant hereby releases, discharges, and agrees to defend, indemnify and hold harmless USJC, those working on its behalf, and its partners, affiliates, agents and their employees, officers, directors, and representatives from any claims, losses, damages, or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in this Contest or any Contest-related activities, including, but not limited to, the awarding, acceptance, use, misuse, or possession of any prize awarded.

USJC assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries or entry forms; or alteration of entries or entry forms. USJC is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to entrants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to this Contest.

CONDITIONS

CONTEST IS VOID WHERE PROHIBITED. Entrants agree that this Contest shall be subject to and governed by the laws of Tokyo and the forum for any dispute shall be in the District Court of Tokyo, Japan. Each entrant agrees to service of process by mail or other method acceptable under the laws thereof. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded and any entrant expressly waives any and all such rights. As set forth above, certain restrictions may apply. Further to the restrictions set forth above, entries are void if USJC determines the photograph to not be an original, or if the entries are incomplete, inaccessible or blocked, corrupted, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft. By entering, entrants also agree (a) to be bound by these Official Rules; (b) that the decisions of the Judges are final and binding with respect to all matters relating to the Contest; and (c) if the entrant wins, that authorized parties may use the winning photographs and each winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law).

WINNERS LIST

Entrants are responsible for complying with these Official Rules. Winner's names will be available online by the end of September 2017.

DATA PRIVACY

Entrants agree that personal data, including but not limited to name and address, may be processed, shared, and otherwise used for the purposes and within the context of the Contest and any other purposes outlined in these Official Rules. The data may also be used by USJC to verify the entrant's identity, postal address, and telephone number or to otherwise verify the entrant's eligibility to participate in the Contest. Personal data will be used by USJC solely for the purposes stated herein.

RIGHT TO CANCEL OR SUSPEND CONTEST

If for any reason the Contest is not capable of running as planned, including but not limited to due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond USJC's control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, USJC reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Contest. In addition, USJC reserves the right, at its sole discretion, to disqualify any individual(s) who tamper the entry process.

QUESTIONS?

For any questions, email alumni@usjapanCouncil.org with the subject line: Transformed by TOMODACHI Photo Contest.