World Masters Games 2021 KANSAI Terms of Use of the Entry System

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General Rules

Members who use the various services (hereinafter referred to as "the services") of the Entry System of the World Masters Games 2021 KANSAI (hereinafter referred to as "this website") operated by the Organising Committee of the World Masters Games 2021 Kansai (hereinafter referred to as the "the Committee") need to read the full text of the Terms of Use specified below and agree to them.

The Committee will revise these Terms of Use from time to time. The revised content will be announced on this website immediately after the revision. Check these Terms of Use each time you use the services. Members using the services after the revision shall be deemed to have agreed to the revised Terms of Use.

Article 1 (Application of Terms of Use)

The Terms of Use as specified herein are for the purpose of properly processing the providing conditions of the services, and the rights and obligations between the Committee and each member, and shall apply to any relationship between the Committee and each member regarding the use of the services.

Article 2 (Definitions)

The following terminologies, with the meanings specified below, shall be used:

- 1. Committee: The Organising Committee of the World Masters Games 2021 Kansai.
- 2. Member: An individual who has agreed to all the Terms of Use and registered as a user of the services based on Article 5 (Application for Member Registration and Approval).
- 3. The services: All services (including any service name or content changes for any reason) provided by the Entry System of the World Masters Games 2021 Kansai.
- 4. This website: The website under the domain of https://www.entry.wmg2021.jp/ (including any domain name or content changes for any reason) operated by the Committee.
- 5. Intellectual property rights: Copyrights, patent rights, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to obtain or apply for the registration of such rights).
- 6. Posted data: Contents (including but not limited to text, images, videos, and other data) posted and transmitted by any member using the services.

Article 3 (Methods of Messaging or Notification from the Committee to Members)

deemed appropriate by the Committee.

Unless otherwise specified herein, the Committee shall contact or notify each member by sending email to the address submitted by the member to the Committee pursuant to Article
 Notification will occur by the general posting of messages on this website, by a message that will appear on the screen after the member logs into this website, or by any other method

- 2. If the messaging or notification set forth in the preceding paragraph is sent by email from the Committee, the messaging or notification shall be deemed effective when the email is sent to the server used by the member. The member should promptly read and check the email sent by the Committee regarding the use of the services.
- 3. If the messaging or notification specified in paragraph 1 is posted on this website or on the screen that appears upon member login, the messaging or notification shall be deemed effective when the member can view the messaging or notification upon the member's access to this website or the login screen.

Article 4 (Methods of Messaging or Notification from Members to the Committee)

- Messaging or notifications from each member to the Committee shall be made through the Contact Form specified on 3 below or by other methods as deemed appropriate by the Committee.
- 2. If the messaging or notification set forth in the preceding paragraph is sent by email, the member shall be deemed to have received the messaging or notification when the email from the member arrives at the Committee's server.
- 3. Enquiries shall be accepted in Japanese, English, Chinese (simplified / traditional) and Korean from the Contact Form (e-mail) on the official website. Please understand that depending on the content of the inquiries, it may take days to respond.

Article 5 (Application and Approval for Member Registration)

- 1. Member registration is required to use this service. A member candidate who wishes to use the services (hereinafter referred to as "applicant") can apply for membership registration for the use of the services to the Committee by agreeing to comply with the Terms of Use, and by providing the Committee with certain information defined by the Committee (hereinafter referred to as "registration information") in the manner prescribed by the Committee.
- 2. An applicant should understand the contents of the Terms of Use specified, and agree to be bound by the contents before applying for membership registration. At the time of application, it is necessary to report registration information exactly on the member registration screen.
- 3. Upon completion of the registration set forth in the preceding paragraph, members will be able to use the Service in accordance with the Terms of Use.
- 4. The Committee may refuse an applicant's registration or re-registration if the applicant falls under any of the matters specified below, and may cancel the approval after the applicant's registration. The reason shall be disclosed to the extent necessary, at the discretion of the Committee. These reasons may be:
 - (1) The applicant is already a member, but all or part of the applicant's registration information provided to the Committee is found to be false, erroneous, or partially omitted.
 - (2) The Committee has determined that the applicant has violated the contract with the

- Committee in the past, or is related to such a person.
- (3) The applicant is a minor, an adult ward, a person under curatorship, or a person under assistance, and has not obtained the consent of the applicant's legal representative, guardian, curator, or assistant
- (4) The Committee has determined that the applicant is a member of a crime syndicate, ultrarightist organisation, criminal group, or similar entity (hereafter referred to as "anti-social forces etc."), or is engaged in any kind of interaction or involvement with anti-social forces etc., including cooperation or involvement in the maintenance, operation, or management of anti-social forces through activities, such as funding.
- (5) A punitive action prescribed in Article 8 (Suspension or Deletion of Registration) has been taken against the applicant.
- (6) Cases where the Committee determines that the application is inappropriate.

Article 6 (Fee and Payment Method)

- 1. This system of the services is free for use.
- The Participation Terms and Conditions shall apply the participation fee and payment method
 of contestants, those concerned with the Games, and supporters participating in the World
 Masters Games 2021 KANSAI.

Article 7 (Management, Change, and Cancellation of Registration Information)

- 1. Each member shall manage and store the member's registration information appropriately, including the member's login ID and password related to the services, at the member's own responsibility and burden. The member is not allowed to provide, rent, transfer, or sell the member's login ID or password to third parties or make an ownership change.
- 2. Each member is responsible for damages caused by the member's insufficient management of registration information, such as the member's login ID and password, usage mistakes, and unauthorized use by third parties.
- 3. Each member should amend the member's registration information at the earliest available opportunity, according to the method prescribed by the Committee, if there is a change in the registration information. The Committee is not liable for any damage caused by the member's failure to change registration information.
- 4. If there is an obvious error in a member's registration information, and the Committee believes that the error will obstruct the operation of the Games, or if the registration information is inaccurate, such as a typographical error, the Committee may voluntarily correct the registration information.
- 5. By completing a procedure prescribed by the Committee, members can withdraw from the services and cancel their member registration.
- 6. After a member's withdrawal, the Committee shall handle the member's registration

information in accordance with Article 9 (Handling of Member Information).

Article 8 (Suspension or Deletion of Registration)

- 1. If the Committee determines that a member is in violation of any of the conditions specified below, the Committee may temporarily suspend a member's use of the services and delete the member's registration without prior notice or demand, and delete, edit, or hide data uploaded by the member. The Committee shall not be liable for any damage caused to the member on account of these actions.
 - (1) The member is in violation of the Terms of Use, the Participation Terms and Conditions, the Sports Information Guide or the Volunteer Recruitment Guidelines.
 - (2) It has turned out that the member has falsified the information provided during registration.
 - (3) The member falls under each item of paragraph 4, Article 5.
 - (4) The Committee has determined that it is inappropriate for the member to use the services or continue the member's registration.

Article 9 (Handling of Member Information)

- 1. Each member shall agree that the Committee handles each member's registration information in accordance with the Personal Information Policy, which shall be defined separately.
- 2. The Committee shall abide by the Cookie Policy as well as the Personal Information Policy.

Article 10 (Change, Suspension, and Termination of the Contents of the Services)

- 1. The Committee may terminate or suspend the provision of all, or part of the services, without notifying members in advance, in any of the cases specified below. The Committee shall not be liable for any damages caused to members or third parties due to the temporary suspension or termination of the services or changes to the contents of the services.
 - (1) The Committee conducts urgent inspection or maintenance work on the computer system related to the services.
 - (2) The Committee is unable to operate the services due to failures or operational mistakes in its computer system or communication line, an excessive concentration of access, unauthorized access, hacking, or other unavoidable causes.
 - (3) The Committee is unable to operate the services due to force majeure, such as an earthquake, lightning, fire, storm, flood, blackout, or a natural disaster.
 - (4) The Committee has determined it necessary to terminate or suspend the services due to other proper reasons.
- 2. The Committee may change the content of the services or terminate the provision of the services for the convenience of the Committee. In case the services are terminated, the Committee shall notify the members in advance through this website.

Article 11 (Environment Settings)

- 1. Each member shall install and operate all equipment, facilities, software, and necessary means of communication at the member's own responsibility and expense.
- 2. The Committee shall be free from any involvement in the access environment of any member's communication line or computer (including the terminal OS used, browser software, etc.). The Committee shall not be liable for any of these.
- 3. The Committee does not guarantee that this website is free of defects, errors, or failures. Furthermore, there is no guarantee that all data on this website will be saved. When a member inputs or uploads data, they shall prepare for a possible loss of the data by backing up (storing) the data on their own personal computer.

Article 12 (Committee's Disclaimer)

- 1. The Committee shall endeavor to provide accurate information on the Games (including information provided by email sent in connection with the Games) and will correct any errors immediately.
- 2. A member shall be responsible for any damage caused by the member's violation of this agreement, and the Committee shall not be liable.
- 3. A member shall handle any transactions, communication, troubles, and disputes that may occur between the member and other members or third parties in relation to this service or this website. Solving these problems is the responsibility of the member concerned.

Article 13 (Advertisements and Links)

- 1. The Committee may place advertisements deemed appropriate on this website. The Committee shall not be liable for any transactions that members have with advertisers based on the advertisements posted on this website.
- 2. If websites operated by parties other than the Committee are linked to this website, the contents of the linked websites belong to the administrators of the websites, and the Committee assumes no responsibility for the contents.
- 3. If links are inserted on this website to other websites, the contents of the linked websites belong to the administrators of the other websites, and the Committee assumes no responsibility for the contents.
- 4. The Committee shall not be responsible for any transactions that members have made at the link sources or link destinations.

Article 14 (Rights Attribution, Etc.)

1. All copyrights and other intellectual property rights related to this website and the services belong to the Committee (including contents posted on the bulletin board). If the Committee deems it necessary, the stored contents may be deleted or modified without the consent of the

contributors.

- 2. Members shall agree in advance that the Committee may copy, modify, post, publicly send, reprint, and permit third parties to use the members' posts.
- 3. Member shall express to the Committee and guarantee that the members have legitimate rights to transmit and post contents on the bulletin board and that the posted data does not infringe on the rights of third parties.
- 4. If any content sent and posted on the bulletin board by a member violates the Terms of Use, the Committee shall immediately delete all or part of the content within the scope that the Committee deems necessary, and shall prohibit or restrict the use of bulletin board pages by the member, or delete the member's Committee login ID. However, the Committee shall not be obligated to actively monitor whether contents posted on the bulletin board violate this agreement.
- 5. The Committee has all editing rights to determine any matter related to the members' bulletin board pages, including the posting method, category, posting period, etc. of the members' bulletin board, and may move the posted contents to an appropriate category within the bulletin board. Furthermore, the Committee shall bear no obligation or responsibility for exercising or not exercising the right to edit any content on the bulletin board.
- 6. Members shall agree not to exercise their copyright (including the authors' moral rights) to the Committee and those who have inherited or have been granted the rights from the Committee.

Article 15 (Prohibited Matters)

1. Members should not perform any of the following actions when using the services.

The prohibited items in this section also apply to any content posted in using the bulletin board function related to the services.

- (1) Actions that violate laws and regulations, notes on using this website, or the Terms of Use
- (2) Fraud or threatening acts against the Committee, other members of the services, or third parties or other acts that cause a disadvantage, damage, or discomfort to the Committee, other members of the services, or third parties.
- (3) Actions that may adversely affect the mind and body of youth or other acts that are contrary to public order and morals
- (4) Actions that may infringe on the property rights, intellectual property rights, portrait rights, privacy rights, honours, other rights or interests of the Committee, other members of the services, or third parties.
- (5) Election campaigns or similar acts or other acts that conflict with the Public Offices Election Act, regardless of whether such acts are conducted during the election period or not.
- (6) Acts of using the services and sending information to the Committee or other members

of the services, on the condition that the information meets the criteria specified below or deemed by the Committee to meet the criteria.

- Information containing contents contrary to facts or containing false contents
- Information containing overly violent or cruel expressions
- Information including computer viruses and other harmful computer programs
- Information containing expressions that damage the honour or credibility of the Committee, other members of the services, or third parties
- Information containing overly obscene expressions
- Information containing expressions that promote discrimination
- Information containing expressions that promote suicide or self-harm
- Information containing expressions that promote the inappropriate use of drugs
- Information including antisocial expressions
- Information that requires the spreading of information to third parties, such as chain email
- Information containing expressions that make others uncomfortable
- (7) Acts of placing an excessive load on the network or system of the services, such as intentionally posting many of the same content
- (8) Unauthorized access to the Committee's network or systems, reverse engineering of software and the system provided by the Committee, and other analysis activities.
- (9) Actions that may interfere with the operation of the services
- (10) Impersonating a third party
- (11) Unauthorized use of login IDs or passwords of other members of the services
- (12) Publicity, advertisements, solicitation, or sales activities on the services without prior approval from the Committee
- (13) Acts of assigning, transferring, setting up collateral, or otherwise disposing of rights or obligations based on the Terms of Use to a third party without the prior consent of the Committee
- (14) Provision of benefits to anti-social forces
- (15) Acts of using the services for purposes other than those intended by the Committee
- (16) Actions that directly or indirectly trigger or facilitate the acts of the preceding items
- (17) Other actions that the Committee deems inappropriate

Article 16 (Separability)

If any provision or part of the Terms of Use is determined to be invalid or unenforceable in accordance with the Consumer Contract Act or other laws and regulations, the rest of the provisions of the Terms of Use shall continue to be fully effective.

Article 17 (Changes to the Terms of Use)

- 1. The Committee may revise the Terms of Use at any time and establish rules to supplement the Terms of Use.
- 2. Revisions or supplements, if any, to the Terms of Use shall take effect from the time when they posted on this website. If a member uses the services after the changes to the Terms of Use take effect, it is considered that the member has agreed to all the contents of the changes.
- 3. When revisions or supplements to the Terms of Use significantly affect the rights of members, the contents of the revisions or supplements shall be notified by email.

Article 18 (Governing Law and Agreed Jurisdiction)

Japanese law shall govern the Terms of Use, and in the event that a lawsuit is required for the Terms of Use, the Osaka District Court shall be the exclusive jurisdiction court.

(Supplementary Rules)

Established: November 19, 2019