

## Terms of Use

NeosFesta3 (the “**Event**”) shall be run by NeosFesta3 Executive Committee (the “**Committee**”). These Terms of Use (the “**Terms**”) set forth the terms and conditions for the provision of the website for uploading entry and the tool for uploading (collectively, the “**Website etc.**”), and uploading a content to and exhibiting a content at the Event, and the rights and obligations between us and the exhibitor and/or registered users (collectively, the “**User**”). You must agree to the Terms by reading the entirety before uploading a content to and exhibiting a content at the Event, and/or using the Website etc.

### **Article 1. Exhibiting the Content at the Event**

1. In case that the Users upload booths, items, avatars, posters or videos (collectively, the “**Content**”) to the Event and/or exhibit the Contents at the Event, the following provisions shall be applied.
  - (1) The Contents to be uploaded to and/or exhibited at the Event shall be subject to the confirmation by the Committee. Any Contents which do not obtain the permission by the Committee shall not be exhibited at the Event.
  - (2) The following contents (the “**Prohibited Content**”) shall not be exhibited at the Event. The Committee will check whether the Content will fall under the Prohibited Content or not; provided, however, that such permission shall not guarantee that the Content does not fall under the Prohibited Content notwithstanding any of the permission by the Committee. If it is found that the Content falls under the Prohibited Content, the Committee may, at the sole discretion, remove, delete or hidden such Content even during the period of the Event.
    - i the Content which breaches EULA of Neos VR ([https://store.steampowered.com//eula/740250\\_eula\\_0](https://store.steampowered.com//eula/740250_eula_0)) and/or Guidelines (<https://wiki.neos.com/Guidelines>);
    - ii the Content which is permitted to be exhibited under a certain world only or subject to age limits;
    - iii the Content which infringes or may infringe the Intellectual Property Rights (including but not limited to copyrights, patent rights, utility model rights, industrial design rights, trademark rights and other intellectual property rights, the right to acquire those rights and apply for registration for those rights. The same shall apply hereafter.) or other rights of other Users or third parties;
    - iv the Content that is the fanfiction of creation of which the Intellectual Property Rights are owned by other Users or third parties;

- v the Content which makes working of Neos VR difficult if it is uploaded or exhibited;
  - vi the Content which contains excessively violent or cruel expression;
  - vii the Content which contains computer viruses or other hazardous computer programs;
  - viii the Content which contains content that damages the reputation or the credit of the Committee, other Users or third parties;
  - ix the Content which contains excessively indecent content;
  - x the Content which contains content that encourages discrimination;
  - xi the Content which contains content that encourages suicide or self-mutilation;
  - xii the Content which contains content that encourages drug abuse;
  - xiii the Content which contains antisocial content;
  - xiv the Content which is intended to be distributed to third parties, including but not limited to chain mails;
  - xv the Content which contains content that causes uncomfortable feelings to third parties; or
  - xvi Other Content that the Committee deems to be inappropriate.
- (3) We have no size limitation of the Content to be uploaded to or exhibited at the Event. However, please do not delete objects which are pre-installed in the exhibiting world.
- (4) Components listed as prohibited components on Website etc. or any other components which is prohibited by the Committee shall not be used.
2. In addition to Paragraph 1 of this Article, the following provisions shall be applied when a poster is uploaded to and/or exhibit at the Event by the User.
- (1) The format of posters shall be PNG. APNG shall not be used.
  - (2) The capacity of each poster shall be 2MB or less.
  - (3) The size of the poster should be 1024 pixels or less both in width and length.
  - (4) PNG transparent may be used. In this case, the Committee will use CutOff (the process of binarizing transparent and non-transparent areas in order to cut out images) and cut out such images.
  - (5) The Committee may use MipMap (the technology to reduce the resolution in accordance with the distance) due to the image display of Neos VR, the load applied to it, and the specifications of the booth.
  - (6) The User shall not arise any objection to the processing specified in the preceding two Paragraphs and other processing which is necessary for the running of the Event.
3. In addition to this Article, the provisions of Article 2 and below shall be applied when the User uploads the Content to and exhibits the Content at the Event, and/or using the Website etc. In

case that there is any contradiction, discrepancy or misinterpretation between the provisions of this Article, and the provisions of Article 2 and/or below, the provisions of Article 2 and/or below shall always prevail.

**Article 2. Scope**

1. The purpose of the Terms is to set forth the rights and obligations between the Committee and the Users with respect to uploading the Contents to and/or exhibiting the Contents at the Event, and/or using the Website etc. The Terms shall be applied to all aspects of the relationship between the Users and the Committee in connection with uploading the Contents to and/or exhibiting the Contents at the Event, and/or using the Website etc.
2. Regardless of the presence or absence of the registration to the Website etc., the User shall be deemed to have consented to the Terms in case that the User has uploaded the Content to and/or exhibited the Content at the Event.
3. Any rules posted on the Website etc. at <https://festa.neos.com/exhibitsRule/> or any other rules with respect to the Event which are set forth by the Committee (the “**Rules**”) shall constitute an integral part of the Terms.
4. If there is any conflict between the Terms and the Rules or any other description regarding the Event or the Website etc. not provided herein, the Terms shall prevail.

**Article 3. Registration**

1. The User wishing to upload Contents to and exhibit Contents at the Event must apply for registration to use the Website etc. in accordance with the following provisions.
2. The User shall agree to the Terms and provide certain information as specified by the Committee (the “**Registration Information**”) in accordance with the manner as may be prescribed by the Committee when the User applies for registration to use the Website etc.
3. The registration to use the Website etc. shall be completed upon the completion notice by the Committee.
4. Upon completion of the registration pursuant to the preceding Paragraph, the Service

Agreement shall become effective between the User and the Committee, and the User shall be allowed to use the Website etc. pursuant to the Terms.

**Article 4. Change to Registration Information**

The User shall promptly notify the Committee of any change to the Registration Information in the manner as prescribed by the Committee.

**Article 5. Password and User ID Management**

1. The User shall be responsible for keeping and maintaining its password and user ID (including but not limited to the password and user ID for the outside service which is used in order to authorize the User through OAuth) for the Website etc. in an appropriate manner, and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same.
2. The User shall be, and the Committee shall in no event be, liable for damages arising out of inappropriate management, misuse, or use by a third party of the User's password or user ID.

**Article 6. Prohibited Actions**

When the User uploads the Contents to and/or exhibits the Contents at the Event, and/or uses the Website etc., the User may not conduct any act that falls under, or is determined by the Committee to fall under, any of the following:

- (1) acts that violate any laws or regulations or that are associated with criminal activity;
- (2) acts that defraud or threaten the Committee, other Users or third parties;
- (3) acts against public order and good morals;
- (4) acts that infringe any Intellectual Property Rights, portrait rights, privacy rights, reputation or other rights or interests of the Committee, other Users or third parties;
- (5) acts to transmit the Prohibited Content set forth Article 1 to the Committee, other Users and/or third parties with respect to the Event;
- (6) acts that place an excessive burden on the network or system of the Event or the Website etc.;
- (7) acts to reverse-engineer or otherwise analyze the software or other systems provided by the Committee;
- (8) acts that are likely to interrupt the operation of the Event or the Website etc.;

- (9) acts to access the network or system of the Committee improperly;
- (10) acts to impersonate a third party;
- (11) acts to use the user ID or password of other Users;
- (12) acts that cause disadvantage, damage or uncomfortable feelings to other Users or third parties;
- (13) acts that violate the Rules;
- (14) acts to provide Antisocial Forces with profit;
- (15) acts that are intended to meet unacquainted persons of the opposite sex;
- (16) acts that, directly or indirectly, cause or facilitate the acts listed in Items (1) through (15) above;
- (17) attempting to conduct any of the acts listed in Items (1) through (16) above; or
- (18) other acts that the Committee deems to be inappropriate.

**Article 7.     Suspension of the Event or the Website etc.**

The Committee shall be entitled to, without any advance notice to the User, suspend or discontinue the running of the Event or the providing of the Website etc., in whole or in part, in the event that:

- (1) Inspection or maintenance of the computer system for the Event or Website etc. needs to be performed due to urgent circumstances;
- (2) The Committee becomes unable to run the Event or provide the Website etc. due to error in computers or communication lines, wrong operation, excessively concentrated access, unauthorized access, hacking or the like;
- (3) The Committee becomes unable to run the Event or provide the Website etc. due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout, epidemic and other natural disasters; or
- (4) The Committee determines that suspension or discontinuance is required for other reasons.

**Article 8.     Ownership of Rights**

- 1. Any and all Intellectual Property Rights related to the Event and the Website etc. are expressly reserved by the Committee or its licensor. Nothing contained herein shall be construed as granting to the User a license of the Intellectual Property Rights related to the Event and the Website etc. owned by the Committee or its licensor.
- 2. The User hereby represents and warrants to the Committee that it has lawful rights to upload,

exhibit or otherwise transmit the Content, and that the Content so uploaded, exhibited or transmitted does not infringe any third party's rights.

3. The User hereby grants, as far as it is necessary for the running of the Event, to the Committee a worldwide, non-exclusive, royalty-free, sublicensable and transferrable license to use, reproduce, distribute, create derivative works of, modification, transmission to the public, display and execute the Content.
4. In case that the Content which is uploaded, exhibited or transmitted by the User includes the portrait of such User or third parties, such User hereby agrees, as far as it is necessary for the running of the Event, not to exercise or not to make third parties exercise portrait rights of such portrait against the Committee.

**Article 9. Registration Cancellation**

If any of the following events arises in relation to the User, the Committee may, without prior notice or demand, (i) delete, or suspend the display of, the Content exhibited at the Event, (ii) temporarily suspend the use by the User of the Website etc., or (iii) cancel the User's registration as such:

- (1) The User fails to comply with any of the provisions hereof;
- (2) The matters represented and warranted to the Committee are different from the truth; or
- (3) It is determined to be inappropriate by the Committee that the User continues to participate in the Event or use the Website etc.

**Article 10. Withdrawal**

1. The User may withdraw from the Website, etc. and cancel its registration as the User by completing the procedure as specified by the Committee.
2. Treatment of user information after the withdrawal from the Website etc. shall be subject to the provisions of Article 13.
3. Notwithstanding the termination of the Terms or Service Agreement through the withdrawal of the User or any other reason, Articles 2 (Scope), 5 (Password and User ID Management), 6 (Prohibited Actions), 8 (Ownership of Rights), 11 (Disclaimer and Waiver of Warranties), 12 (Confidentiality), 13 (Treatment of User Information), 14 (Amendments), 15 (Notice), 16

(Assignment), 17 (Severability), 18 (Governing Law and Jurisdiction), 19 (Language) and this Article shall survive thereafter.

**Article 11. Disclaimer and Waiver of Warranties**

1. THE COMMITTEE MAKES DOES NOT MAKE WARRANTIES, EXPRESS OR IMPLIED, (i) that the Event and the Website etc. fit or are suitable for a particular purpose contemplated by the User, (ii) that the Event and the Website etc. have expected functions, commercial value, accuracy or usefulness, (iii) that the uploading and exhibiting the Contents by the User complies with the laws and regulations or internal rules of industrial organizations that are applicable to the User, or (iv) that the Event and the Website etc. will be free of interruption or defects.
2. The Committee shall not be liable for the damages incurred by the User that is an individual and does not upload or exhibit the Content, or register as a business or for business purpose in relation to the Event or the Website etc. unless the intentional or gross negligence that should be equated with the intention of the Committee is proved. UNDER NO CIRCUMSTANCES SHALL THE COMMITTEE BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL OR FUTURE DAMAGES, OR LOST PROFITS. The Committee shall not be liable for the damages incurred by the User that is an corporation or any other organization, or an individual who uploads or exhibits the Content, or register as a business or for business purpose in relation to the Event or the Website etc.
3. Any transactions, communications and disputes arising between the User and other Users or third parties in connection with the Event or the Website etc. shall be addressed and resolved by the User at its responsibility.

**Article 12. Confidentiality**

The User shall keep confidential any and all non-public information disclosed in relation to the Event or the Website etc. by the Committee to the User for which the Committee, at such disclosure, requires the User a confidential treatment, unless the User has obtained the prior written approval from the Committee.

**Article 13. Treatment of User Information**

1. Treatment by the Committee of the User's information shall be subject to the provisions of our Privacy Policy (URL: <https://festa.neos.com/privacy/>), which is separately prescribed, and the User hereby agrees to treatment by the Committee of the User's information pursuant to such Privacy Policy.
2. The Committee may, in its sole discretion, use or make public any information or data provided by the User to the Committee as statistical information in a form that cannot identify an individual, and the User may not raise any objection to such use or publication.

**Article 14. Amendment**

The Committee reserves the right to amend or change the Terms when the Committee finds it necessary. In the event of any amendment or change to the Terms, the Committee shall inform the effective time and content of the amended or changed Terms by posting on the Website etc. or other appropriate way, or notify the User of the same. Notwithstanding the foregoing, the Committee shall obtain the User's consent in a manner specified by the Committee for the amendment or change of the Terms that requires such consent under the applicable laws.

**Article 15. Notice**

1. Any communications or notices from the User to the Committee, including but not limited to inquiries with respect to the Event or the Website etc., and any communications or notices from the Committee to the User, including but not limited to notices concerning any amendment to the Terms shall be made in accordance with the procedures specified by the Committee.
2. Any communication or notice made by the Committee that is addressed to the contact information included in the Registration Information of the User (including but not limited to the e-mail address, SNS account and other outside service) shall be deemed to be received by the User.

**Article 16. Assignment**

The User shall not assign, transfer, grant security interests on or otherwise dispose of the Service Agreement or its rights or obligations under the Terms without the prior written consent of the Committee.



**Article 17. Severability**

If any provision of the Terms or a part thereof is held to be invalid or unenforceable, the remaining provisions hereof or the remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

**Article 18. Governing Law and Jurisdiction**

1. The Terms and the Service Agreement shall be governed by the laws of Japan.
2. Any and all disputes arising out of or in connection with the Terms or the Service Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.

**Article 19. Language**

The Terms shall be executed in the Japanese language. Japanese shall be the governing language and any translation of the Terms into any other language is for convenience of reference only and shall not bind the parties hereto.

[Prescribed on July/21/2021]