# **AnimeGO! Japan Pop Culture Festival 2024**

# **Short Anime Film Competition**

# **Competition Terms and Conditions**

The AnimeGO! Japan Pop Culture Festival aims to promote and celebrate Japanese pop culture in Australia. Anime from Japan has become a worldwide phenomenon, and we would like to celebrate this through a short anime film competition. Each year, a theme is introduced to encourage cultural learning and understanding of Japan. The focus of the competition is the incorporation of the theme and overall quality. We encourage everyone who enjoys creating animation to apply with an entry.

This year's theme is 「義理・人情」[giri / ninjyou] refers to one's duty to one's social obligations (giri) and one's personal desires, feelings and nature (ninjyou). In Japanese culture these dual ideas shape one's thinking around life decisions.

The following information contains guidelines, as well as the terms and conditions required in order to enter an original short anime film in the competition. Please read and follow all instructions carefully.

#### **Compulsory Criteria**

- 1. The 2022 cultural theme of 「義理・人情」[giri / ninjyou] must be referenced visibly in the film.
- 2. The film must demonstrate or reference an aspect of Japanese culture.
- 3. The film must be at least forty seconds (00:00.40) in length but no more than two minutes

- (00:04:00) in length, including titles and credits. The actual film itself, excluding titles and credits, must be at least forty seconds (00:00:40) in length.
- 4. The film must be a continuous looping animation that has a narrative. This means a looping animation, which needs to be more than a simple animation such as a continuous walking animation or something sleeping. A continuous narrative should demonstrate something more complex, like a problem being resolved, feelings towards a task and so on. If the film is a loop itself it should repeat 3 times.
- 5. The film must be made specifically for the purpose of the AnimeGO! Short Film Compeition 2024 and AnimeGO! Japan Pop Culture Festival 2024.
- 6. The AnimeGO! Japan Pop Culture Festival 2024 must be the first public screening of the film.
- 7. The contents and components of the film must be the original work of the creator(s) and not breach Australian intellectual property or copyright law.
- 8. The film should not exceed the specifications found in the <u>Australian PG rating</u>.
- The film must comply with the technical specifications provided in this document. All short film competition participants must complete an online registration by 11:59pm (Australian Central Standard Time) on September 15<sup>th</sup> 2024.
- Submission must be completed and submitted online before the deadline at 11:59pm
   (Australian Central Standard Time) on September 29th 2024.

### **How to Enter the Competition**

- Visit the official AnimeGO! Japan Pop Culture Festival website (www.animego.com.au/competition).
- 2. Click the "Register" button, read and fill out the registration form carefully.
- 3. Accept the terms and conditions on the registration form.
- 4. Once this process has been completed, a confirmation email will be sent including ID for this year's submission required for film application. RETAIN YOUR SUBMISSION ID.
- 5. Ensure the short film meets all the specifications outlined in these guidelines.
- 6. The film must be uploaded with a name containing the submission ID and the name of the film as written on the submission form in the following format [SUBID###-NAMEOFMOVIE].
- 7. Registrants will receive instructions on how to upload their film entry via email before the submission deadline.
- 8. Successful submissions should receive a confirmation email within 72 hours from the Japan

Australian Friendship Association (JAFA).

NOTE: Entries for Short Anime Film Competition should only be delivered online and must be in the compulsory format. As such, CD, DVD, Blu-ray, USB or any other device will not be accepted. If you have any queries or problems delivering your film please email

competition@animego.com.au.

## **Film Specifications**

The film must adhere to the PG rating. More information is available at <a href="http://www.classification.gov.au/Guidelines/Pages/PG.aspx">http://www.classification.gov.au/Guidelines/Pages/PG.aspx</a>. The following content can cause disqualification at the discretion of the AnimeGO! Japan Pop Culture Festival organisers:

• Overtly sexualised or violent content

• Excessive language (e.g. swearing) or hate speech

• Copyright material not owned by the creator (you)

Non-English language features **must** include English subtitles.

Container: MOV, MP4 or MKV (preferably MOV)

Resolution: 1920 x 1080 pixels

Frame Rate: Submitted rendered film should be 24, 25, or 30 fps

Aspect Ratio: 16:9 (letter-box or pillar-box can be used for different aspects, but film raster must be

in a 16:9 format (ie: 1920 x 1080 pixels).

Video Codec: H.264, progressive scan (no interlacing)

Video Bitrate: Max: 16 Mbps Audio Bitrate: Max: 384 kbps

Audio Channels: Stereo

NOTE: It is highly recommended that all submission files are backed up.

### What Will Disqualify a Film?

1. If the submission fails to include the required submission ID and the name of the film as written on the submission form.

2. If a film is submitted as a group exceeding 5 people.

3. The film, including titles and credits, is shorter than forty seconds (00:00:40) or exceeds two

- minutes (00:04:00).
- 4. The cultural theme being  $\int$  義理·人情 $\int$  [giri / ninjyou] is not included in any capacity in the film.
  - Failure to submit the film before 11:59 pm (Australian Central Standard Time) on October 6th 2024.
- 5. The film has been uploaded or screened somewhere publicly, other than the AnimeGO!

  Japan Pop Culture Festival 2024.
- 6. The creator(s) have not agreed to the Terms and Conditions.
- 7. The film has not been submitted online according to instructions in these guidelines and on the website.
- 8. The creator(s) have distributed the film to any other site, organisation or entity.

# **AnimeGO! Japan Pop Culture Festival**

## Terms and Conditions of Entry to the Short Anime Film Competition

#### 1. Entry

The AnimeGO! Japan Pop Culture Festival is an event organised and run by the Japan Australian Friendship Association ABN [59 624 182 698] of PO Box 582, Fullarton, SA 5063 (JAFA).

To enter the short anime film competition in the AnimeGO! Japan Pop Culture Festival, the creator(s) must do the following:

- Complete the registration form at the Website <a href="http://www.animego.com.au/competition">http://www.animego.com.au/competition</a> by September 15th 2024 (registration deadline) and
- Upload the film following the instructions set out on the upload section of the Website <a href="http://www.animego.com.au/competition">http://www.animego.com.au/competition</a> by 11:59 pm (Australian Central Standard Time) September 29<sup>th</sup> 2024 (competition deadline).

JAFA will have no responsibility for any submission form or the uploading of a film that is incorrect, damaged or late and JAFA will not be obliged to consider such material.

Entry is open to anyone over the age of 18 years or, if under 18 years, the submission must include written permission from his or her parent or guardian. Participants can enter the competition as an individual or as a group. A group must have a minimum of 2 people and cannot exceed the maximum of 5 people. If a group is found to have exceeded 5 people, their entry will be disqualified. A person participating in a group can also submit a film as an individual, however they must be entirely separate films and meet the requirements of the guidelines and terms and conditions of AnimeGO! Japan Pop Culture Festival 2023. Officers and employees of JAFA, and all family members of each of them, are not eligible to enter this competition.

#### 2. Binding Agreement

The Creator(s) agrees that by filling in the submission form and uploading a film via the Website, the Creator has formally entered the Short Anime Film Competition and accepted the terms and conditions contained within the Terms and Conditions of Entry, and the information and instructions contained in the AnimeGO! Festival entry guidelines (all of these are referred to collectively below as the requirements). This will automatically create a legally binding agreement between JAFA and the creator that incorporates these terms and conditions and all the other requirements (Agreement).

#### 3. Judging

The Short Anime Film Competition is a competition on the innovative use of the cultural theme. JAFA will appoint an independent judging panel to review the films entered in the Short Anime Film Competition. This panel will be comprised of industry professionals and JAFA committee members and others (Panel). The members of the panel will watch and review the films between the 1<sup>st</sup> of October to 18<sup>th</sup> of October 2022. The judges will shortlist the 20 films which meet all requirements (Top Twenty Films) and then determine the overall best film that will be the winner(s) of the AnimeGO! Japan Pop Culture Festival - Short Anime Film Competition (Winner(s)). The winner(s) will be announced during the award ceremony at the AnimeGO! Japan Pop Culture Festival . The top twenty films and the ultimate winner(s) will be decided based on judging criteria determined by the panel. The panel will be asked to consider the following categories: Theme, Innovation, Technical Skills, and Anime/Cultural Referencing.

The categories will feature these key points:

Theme: How well has the specified theme been incorporated, referenced or conveyed throughout

the animation. If there is no evidence of the reference, then the film will be disqualified.

Innovation: The level of innovation incorporated within the animation focussing on the following

aspects, narrative style and interpretation.

Technical Skills: Evaluate to what level of success the Twelve Basic Principles of Animation have been

utilised throughout the animation.

Cultural referencing: Evaluate the quality of cultural references incorporated throughout the

animation. These may be subtle or overt for example: visual cues, compositional style, anime

animation technique and storytelling approaches.

The panel's decision will be final and no communications in relation to their decision will be allowed.

The twenty shortlisted films will be screened during the AnimeGO! Japan Pop Culture Festival on

26th October 2024, or an alternative date specified by JAFA. The creators of those films should be

notified of their selection within 12 days of the panel's decision. The shortlisted films may be placed

into a people's choice competition which will be announced after AnimeGO! Japan Pop Culture

Festival. The creators will be provided with necessary details such as competition platform and prize

once they are confirmed.

JAFA reserves the right to exclude any film from the Short Anime Film Competition at any time (even

after its shortlisted or as the winner(s)) if JAFA reasonably believes that the film does not meet all the

requirements or the creator of that film has breached any term or condition, or failed to comply with

any warranty or representation given, in the agreement.

#### 4. Prize(s)

The Prize for the competition will be the provision by JAFA of flights and accommodation to Japan worth up to AUD\$1000, in the form of tickets, vouchers or a sum of money of equivalent value to apply to that purpose. If the winner resides outside of Australia, the prize will be the equivalent flights and accommodation to Adelaide, Australia worth up to AUD\$1000. The Prize will be awarded to the Winner(s) at the award ceremony at AnimeGO! Japan Pop Culture Festival. The runner up of the competition will receive a prize if a Sponsor has been finalised for the Runner-Up prize during the 2024 competition.

Where the Winner(s) is a group of more than one person, the group must nominate one person to receive the Prize and JAFA will deliver the Prize to that person. The value of the prize may be shared between the group as the group shall decide and without reference to JAFA.

In the event that the Winner(s) is under the age of eighteen (18), the Prize will be to the parent, custodian or legal guardian of the Winner(s) as specified in the written permission provided to JAFA pursuant to clause 1 above.

The prize money may only be redeemed by the individual(s) registered on this form. The prize money is NOT redeemable by any other individual(s), regardless of relation to the winner, including but not limited to: spouse, friends, children, parents, siblings, etc. The Japan Australia Friendship Association (JAFA) reserves the right to revoke the prize if the winner is found to be in breach of this condition.

The Prizes are not transferable, exchangeable or redeemable for cash. It is a condition of accepting the Prize that the Winner(s) must comply with any conditions of use of the Prize and the Prize supplier's requirements.

JAFA will determine in its discretion all terms and conditions and other aspects of the Prize including the airline and other suppliers, the nature of tickets, location and length of stay at accommodation, timing of trip and whether to award tickets, vouchers or a sum of money..

#### 5. General Representations and Warranties

The Creator warrants and represents to JAFA that:

- a) The Creator has the absolute right and authority to accept these Terms of Conditions, and to enter into the Agreement with JAFA.
- b) The film submitted by Creator (Film) was made by the Creator solely (unless specified otherwise in the submission form).
- c) The Film complies with the Requirements.
- d) The Film has not been displayed or broadcast anywhere other than the AnimeGO! Japan Pop Culture Festival (online or otherwise).
- e) The Creator has obtained all permissions, licences and consents to use and display all locations and to reproduce and exploit all third party materials and any other results of any third party services that are contained or featured in the film or upon which the Film is based.
- f) The submission form lodged by the Creator is complete, true and accurate in all respects.
- g) The Film does not contain any material that is unlawful or fraudulent, or that may breach any intellectual property, copyright, privacy, publicity or other rights, or that may be defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for general broadcast.
- h) The Film is not the subject of any claim or threat of litigation or any formal regulatory action.

#### **6. Intellectual Property Rights**

The Creator represents and warrants to JAFA that he or she has all the necessary rights, title, interest, licences, permissions and authorities from all third parties (including writers, actors and the holders of any rights in copyright) to submit the materials submitted via the Website including all material in the submission form and the Film. The Creator further represents and warrants to JAFA that:

- a) the intellectual property rights in the Film have not been assigned, licensed or the subject of any other grant of rights, whether in whole or in part, other than the grants of rights to JAFA in this Agreement;
- b) it has obtained all licences, consents, permissions and releases that may be required in order for

JAFA to exercise the rights granted to it in the Agreement and that, without limitation, the Creator owns or has obtained the rights, permissions, licences and consents referred to below:

- (i) The Creator has obtained from each person or other entity who has in any way contributed to the creation of the Film, including all writers and musicians (**Contributors**) full written licences and consents to use the works and other subject matter that have resulted from the services or other contributions of each Contributor to the Film (**Contributor Materials**) that will enable JAFA and its assignees and licensees to exercise all rights granted in this Agreement including, without limitation, the right for JAFA, its assignees and licensees, to edit, alter and reproduce the Contributor Materials in any manner or context;
- (ii) The Creator either owns all rights to the sounds, music and lyrics that make up the soundtrack of the Film or has obtained all necessary licences, consents and permissions to permit JAFA and its assignees and licensees to exercise all rights granted in the Agreement; and
- (iii) The Creator has obtained the written consent of each performer in the Film to be part of the Film on the basis that the Film will be publicly screened and may also be broadcast and otherwise disseminated throughout the world.

#### 7. Licence to JAFA

- a) The Creator grants to JAFA and its assignees and licensees an exclusive, royalty-free, worldwide, transmissible, perpetual and irrevocable licence, to copy, transmit, modify, adapt, broadcast, display, publish, translate, create derivative works from, distribute, sublicense and use in any manner all information, data, works and other subject matter including the Film and all other materials provided to JAFA (collectively the Submitted Materials).
- b) The licence granted to JAFA and its assignees and licensees in paragraph 7(a) above (**Licence**) will remain exclusive until the earliest to occur of the following:
- (i) where the Film is not included in the short listed films selected by the Panel then the Licence will cease on 25<sup>th</sup> of December 2024;
- (ii) if the Film is one of the shortlisted films screened at the AnimeGO! Japan Pop Culture Festival then the Licence will remain exclusive until 25<sup>th</sup> of December 2024 at which time the Licence will convert to a non-exclusive licence that is otherwise on the same terms and conditions as the Licence; and
- (iii) if the Creator is the Winner(s) then the Creator's Film will remain the subject of the exclusive

Licence on an exclusive basis in perpetuity.

The Creator agrees that the Licence will include the right for JAFA and its licensees and assignees to edit the Film, to insert subtitles in the Film and to dub the Film soundtrack in any way that JAFA considers to be appropriate whether for the purposes of screening at the AnimeGO! Japan Pop Culture Festival, for broadcast, for online distribution or otherwise anywhere in the world.

#### 8. Publicity

The Creator agrees that JAFA, its assignees and licensees may use the name, likeness and biography of the Creator in any publicity for the AnimeGO! Japan Pop Culture Festival and for any subsequent festival and in any related events without the need for any remuneration or further permission or consent. The Creator warrants and represents that he or she has obtained written agreement from each Contributor and each other individual performing in the Film to JAFA having and exercising such rights in relation to such person.

#### 9. Moral Rights

"Moral Rights" has the meaning given to this expression under Part IX of the Copyright Act 1968 (Cth) or under any similar legislation in any jurisdiction worldwide.

The Creator:

a) agrees that JAFA, its assignees and licensees, may do or omit to do anything which may infringe any and all Moral Rights of the Creator including by editing, altering and adding to the work or other subject matter of the Creator including the Film and using that material with or without attribution and the Creator consents to these actions by JAFA and its assignees and licensees, in any manner or context, in perpetuity throughout the world; and

b) warrants and represents that the Creator has obtained the written consent of each Contributor to JAFA, its assignees and licensees, doing or omitting to do anything which may infringe any and all Moral Rights of the Contributor including by editing, altering, and adding to the Contributor's Material and such consents given are to the full extent permitted under the Copyright Act 1968 (Cth).

#### 10. Further Rights of JAFA

JAFA may, at its sole discretion, disqualify a film from the AnimeGO! Festival if JAFA has reason to believe that the film fails to meet any of the requirements. JAFA reserves the right, at any time, to verify the validity of any submission in the AnimeGO! Short Anime Film Competition and Creator's details (including Creator's identity, age and address). JAFA may accept errors and omissions at its discretion. A failure by JAFA to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### 11. Credits

If a film is one of the shortlisted films screened at the AnimeGO! Japan Pop Culture Festival then, without limiting the rights granted by the Creator to JAFA under these Terms and Conditions, the Creator of that Film must ensure that JAFA is given a screen credit in a form reasonably specified by JAFA in all future copies of that Film distributed by the Creator, or an assignee, licensee or successor of the Creator after the Festival.

#### 12. Indemnification by Creator

The Creator must fully and effectively indemnify JAFA and hold it harmless from any damages, liabilities, losses, costs, expenses, obligations and claims (including, without limitation, legal costs and disbursements on a "solicitor/client" basis) arising out of or in connection with:

a) any failure by the Creator to comply with any of its obligations under these Terms and Conditions; and

b) any breach by the Creator of any of the representations and warranties provided in these Terms and Conditions, including, without limitation, those representations and warranties set out in clauses 5, 6 and 9 above.

#### 13. Assignment and Novation

JAFA has the right to assign or novate any or all of its rights and obligations under these Terms and

Conditions, to any third party. The Creator may not assign or novate any or all of its rights and obligations under these Terms and Conditions and any purported assignment of any of those rights and obligations will be invalid.

#### 14. Further Actions

The Creator agrees to execute all additional documents and do all things reasonably requested by JAFA to give effect to the provisions of these Terms and Conditions to ensure that JAFA is able to fully exercise all rights granted to JAFA in these Terms and Conditions, which will include without limitation, executing any documents required to register and protect anywhere in the world the copyright and/or other intellectual property rights in, or related to, the Film.

#### 15. Limitation

In the event of any breach or alleged breach of this Agreement by JAFA, the Creator's sole remedy will be limited to the right, if any, to recover monetary damages in an action at law, and in no event will the Creator be entitled to terminate this Agreement or to seek or receive any other remedy including, without limitation, any injunction or other equitable relief.

#### 16. Jurisdiction

The Agreement that is created by these Terms and Conditions is created in South Australia, Australia and is governed by the non-exclusive jurisdiction of the courts of South Australia.

#### 17. Interpretation

In interpreting this document:

- a) A reference to a person includes a reference to a corporate body or other legal entity; b) When referring to the singular, this includes the plural and vice versa.
- c) The use of the words "included" and "including" does not limit the words preceding them.
- d) Terms and Conditions subject to change, prior to the given submission dates of October 06th 2024.

# Appendix A - Glossary

「義理」 ぎり一giri refers to one's social obligations. It is the way in which someone has social obligations in relations to others, and this concept applies to particular people and is hence not universal for everyone. It usually is in relations to juniors being loyal and self-sacrificing to their seniors. It is a concept focused on the moral obligations towards society.

[人情」 一にんじょう —ninjou references universal human feelings like sorrow, generosity, love, pity, affection, sympathy and so forth and is seen as the opposite of *giri*. One can fullfill their moral obligations (*giri*) whilst their real human feelings can be at odds or different.