

World Cosplay Summit Official Characters' License Agreement

If there is any different between Japanese version and other translated version of this License Agreement, Japanese version is final.

(Introduction - Purpose of this license)

World Cosplay Summit is an event to promote Japan's pop culture to the world: such as Japanese manga, anime and games in order to create and develop "new international relationships".

Therefore, we have created the official characters of World Cosplay Summit ("Characters" as mentioned in Section 1 No.1) in order to introduce Japan's pop culture and World Cosplay Summit.

In order to encourage our fans to use our characters as much as they can, we have created this World Cosplay Summit Official Characters License Agreement ("License Agreement"). This license is limited to personal use and not for profit.

If you would like to use Characters as a business and/or for profit, you must request an individual license agreement from the licensors (Defined in Section.1 No.2). For more information, please contact World Cosplay Summit via the contact form of the WCS official website.

By using these official characters, Users (Defined in Section 1 No.4) have agreed to follow all of this License Agreement, and agree to be bound by this License Agreement.

Section 1 (Definition)

The terms mentioned in this License Agreement are defined as follows.

If any other terms mentioned in this License Agreement are undefined, they will respect the definition of Japan's copyright laws, and other Japanese laws.

1. Characters

The symbol and art works which have the characteristic of name, shape and character to represent World Cosplay Summit which names are Yuni, Ras, Glora and Barry.

2. Licensors

Mel Kishida and WCS, Inc. hold copyright of the Characters

3. Secondary Creations

New creations such as stories, movies, motion graphics, or other copyright materials based on the original copyright material

4. Users

Individuals who use Characters and/or create Secondary creations. (This does not include persons who make commercial copyright materials, corporations, associations or any other group entities)

Section 2 (The Relationship with this License Agreement and Laws)

1. This License Agreement does not override the permitted usage of copyright material by Japanese copyright laws and other laws.
2. Licensors hold the same amount of rights of Secondary Creations defined in Section 28 of Japanese Copyright Laws.

Section 3 (Permissions)

1. Licensors give the non-exclusive permission to the Users to use Characters within the range of this License Agreement. The Licensors hold any other rights which are not mentioned in this Agreement.
 - (1). Create Secondary Creations of Characters

- (2). Distribute copies of Secondary Creations of Characters (which include giving and lending to the public) such as performing, playing, screening, broadcasting (which also includes the act of making it available to broadcast), public speaking, and public display.
 - (3) Name the title of the Secondary Creations by using all or part of Characters' name and/or the name of the event, World Cosplay Summit.
1. If Characters and/or Secondary Creations are involved with parts of other copyright material, this License Agreement is only applied to the Characters and Secondary Creations..
2. The Licensors shall not assert the moral rights of authors (著作者人格権) against Characters and Secondary Creations.

Section 4 (Conditions)

Users shall agree to and adhere to the following conditions in order to give the permission mentioned in the previous sections.

- (1) Users shall not use Characters "as is" (making the copies of Characters without any modifications) or just crop Characters. Users shall create Secondary Creations.
- (2) Users shall not violate or dishonor the reputations of Licensors and World Cosplay Summit. Secondary Creations shall not be represented as being created by Licensors and/or World Cosplay Summit themselves.
- (3) Users shall not create and/or use Characters and/or Secondary Creations to dishonor other individuals or groups, or dishonor the images of Characters (such as excessive sexual and/or violent implications). Users shall not use Characters and/or Secondary Creations against any public order or morality.
- (4) Users shall not use Characters and Secondary Creations for profit. Users shall not accept any form of monetary value even for non-profit purpose.
- (5) Users shall not use Characters and/or Secondary Creations for advertisement or promotion.
- (6) Users shall not transfer the License permitted by the Licensors to other third parties.
- (7) Users shall mention the following to the Secondary Creations itself or explanation (a) Secondary Creation(s) was/were produced by following this License Agreement, (b) the URL of this License Agreement, (c) the name of Character(s) that was/were used, (d) Display "© WCS / Kishida Mel".
- (8) Users shall not alter or remove any of the License Agreement, or the rights given by this License Agreement.
- (9) Users shall not violate the copyrights of third parties by using Characters and Secondary Creations.

Section 5 (Official recognition)

1. The Licensors would appreciate if Users report their Secondary Creations via the report form at the World Cosplay Summit website.
2. If Users report Secondary Creations to the Licensor, the Licensor may recognize fine works "officially" and mention them at the World Cosplay Summit website and other places. (Users who don't wish to be so, please indicate). In addition, if Users have extraordinary talents, WCS, Inc may contact Users to contract and recognize them as official creators. (Users who don't wish WCS, Inc. to contact them, please indicate).

Section 6 (Disclaimer)

1. Licensors shall not guarantee that there are no violation of the rights of any third parties, or hold no responsibility of any wrong doing of the third parties by using Characters.
2. Licensors shall not hold any responsibility of damages that are done by Users and/or others by using Characters and/or Secondary Creations.

Section 7. (Modification of this License Agreement)

1. Licensors hold the rights to modify this License Agreement if any law changes, new medium becomes available or under any other circumstances that licensor decides that this License Agreement needs to be modified.
2. Licensors shall announce the modification and the date of modification of this License Agreement via World Cosplay Summit official website as soon as possible prior to the modification date. However, Licensors may announce immediate modifications.
3. Users shall follow the modification immediately after it/they takes effect whether Users recognizes the modification or not at the time of executing this License Agreement. Users shall agree to the modification by using Characters or Secondary Creations after the modification take effect.
4. The modification shall not affect the license of Characters and Secondary Creations given prior to the modification.
5. Licensors shall announce if the rights of Characters is transferred to any other parties at World Cosplay Summit website.

Section 8 (Termination of License)

1. If Users violate this License Agreement, the rights of said Users shall be terminated immediately.
2. Unless mentioned in Section 8 No.1. The License shall be terminated by the end of copyright protection period **mentioned in Japanese copyright laws**.
3. Licensors shall reserve the right to terminate this License Agreement at any time regardless the conditions of No.1 and No.2 of this section.
4. Licensors shall not be responsible for any damages that were caused by terminating this License Agreement.
5. Section 1, Section 2, Section 6, Section 9 and Section 10 shall be effective even after the termination of the License Agreement.

Section 9 (Governing laws)

1. This License Agreement shall be construed in accordance with the laws of Japan.
2. This License Agreement shall be terminated partially, or modified, if any part of the agreement violates Japanese laws.
3. If there is any difference between the Japanese version and other translated version of this License Agreement, the Japanese version is final.

Section 10 (Jurisdiction)

The parties irrevocably consent to bring any action to enforce these Terms before a court of competent jurisdiction in Nagoya, Aichi, Japan.

Revisions

April 28, 2013 - First Version

World Cosplay Summit Official Characters (Characters)

WORLD COSPLAY SUMMIT Official Characters



Yuni



Ras



Glora



Barry