

## IELTS Life Skills Candidate Agreement

### Article 1. General Terms

IELTS, the International English Language Testing System, and IELTS Life Skills (the “Test”) is a test which is operated by the IELTS SELT Consortium whose comprising members are the British Council and IDP: IELTS Australia and Cambridge Assessment English. Rights and responsibilities of applicants are set forth in these Terms as well as in the Declaration and Notice to Applicants. By submitting an application form, applicants are confirming that they have read and understood the terms and conditions set forth herein and agree to abide by them. Applicants are requested to confirm the IELTS For UKVI or IELTS on computer Applicant Agreement with regard to the IELTS For UKVI exam and the IELTS on computer respectively.

### Applying for the test

#### Article 2. Applicant Eligibility and other Requirements

1. While there are no rules regarding age, occupation, or education, it is recommended that applicants be 16 or over when taking the Test.
2. For applicants under 20 years old, submission of a Child Safe Collection Consent signed by such applicant’s guardian will be required.
3. Applicants may not apply to take multiple tests on the same test day. Should that happen, applicants will be disqualified, and test results will not be released.
4. Those who have passed the Test will be ineligible to take the Test for a period of 2 years thereafter.
5. The Eiken Foundation of Japan (the “**Foundation**”) reserves the right to cancel the application of any applicants who fit the following criteria:
  - (1) when an applicant is deemed by the Foundation to have the potential of invading the rights of a third-party and/or engaging in illegal behaviour; and
  - (2) when the Foundation deems that the applicant is taking the Test for purposes other than the assessment of English ability.

#### Article 3. Application

##### 1. Confirmation of Test Guidelines

Please read through the Declaration, Notice to Applicants, Information for Applicants, etc, listed on the Foundation’s website and understand the rules and regulations regarding test fees, examination times and other details, and submit your application upon understanding and agreeing to such rules and regulations.

##### 2. Test Format

There are two types of the Test which are the A1 level and B1 level of the CEFR (Common European Framework of Reference for Languages), both of which consist of the Listening Test and Speaking Test. Make sure you check which IELTS test the organization you are applying to or submitting the results to recognizes.

##### 3. Registration

- (1) The number of seats at each test site is limited. The application deadline is 3 days before the date of the planned test date. However, applicants may not be able to register if all available seats are taken before the actual deadline.
- (2) Registration will have been completed upon receipt of the “Confirmation of completion of IELTS registration and acceptance of application” email (“**Confirmation Email**”). The Foundation bears no responsibility for incompleteness of registration due to defects in the registration process. The Confirmation Email will be sent out upon confirmation of payment of the test fee. Applicants must contact the Foundation in the event that the Confirmation Email does not arrive.

##### (3) Passport

- ア. Applicants are required to have a passport which is valid on the test date in order to register for the Test.
- イ. After registration, applicants are required to make a real size photocopy of the passport used during the application process as identification on an A4 size paper, in colour, of the double spread page with the applicant’s headshot photo, and cite the date of the applicant’s test, the applicant number, the same name in English as is stated in the applicant’s passport and bring such photocopy (a sample may be found at <https://www.eiken.or.jp/ielts/cdielts/>) on the test date. If

the applicant fails to bring such photocopy or if there are any defects in such photocopy, such applicant will not be able to sit the Test nor will they receive a refund, regardless of the reason for such defect. Notwithstanding the foregoing, if an applicant’s passport is renewed before the test date, such applicant shall, by 10 AM of the day preceding the test day be 3 business days, inform the applicable test centre of the passport number and expiration date of the new passport as well as the applicant’s nationality along with the applicable test date. Any defects in this procedure will result in the applicant being unable to sit the test and no refunds will be made to such applicant.

##### (4) Notes Regarding Registration Procedure

- ア. The Foundation will not change any incorrect input or selection of module, test date, test site and the like which occurs during the course of registration.
- イ. The Foundation will not complete registration on behalf of or for applicants, if registration is not complete by the deadline.
- ウ. The Foundation will not undo any cancellations incurred by applicants, even if the cancellation was by accident.

##### (5) Applicants will not be able to take the test if any of the following applies:

- when any portion of the registration process is incomplete;
- when registration is automatically cancelled due to failure to pay the test fee within the designated deadline;
- when it is found before payment of the test fee that false information has been provided in the registration process;
- when the applicant fails to pay the test fee;
- when the Foundation determines that there is a possibility that an applicant may not complete payment by the designated deadline; and
- when it is discovered before payment of the test fee that there has been a defect in the application procedure including the registration process.

##### (6) Applicants will not be eligible to take the test or to receive refunds if any of the following applies:

- if the applicant does not bring a valid passport (if an applicant’s passport has been renewed, the renewed passport) used in the registration process to the test site on the day of the Test;
- if the applicant does not bring a colour photocopy (made in accordance with the conditions prescribed in 3.3(3) of these Terms) of the valid passport (if an applicant’s passport has been renewed, of the renewed passport) used in the registration process;
- if the applicant fails to comply with the procedure set forth in 3.3(3)イ of these Terms regarding passport renewal;
- when it is discovered after payment of the test fees that the information registered by an applicant was false; and
- when, after payment of the test fee, the registration deadline passes without the completion of the required remedies of any defects in the registration process.

##### (7) Applicants may take the test but will not be eligible for a refund if any of the following applies:

- when an applicant mistakenly registers for the Test instead of any test other than the Test provided by the Foundation (including the regular IELTS) or of any test provided by a party other than the Foundation and the registration deadline for the Test has passed; and
- if the applicant asks for a refund for personal reasons after the registration deadline despite both the registration and the test fee payment having been completed.

##### 4. Cancellation

- (1) Cancellations may be made at any time from the completion of the registration process to the day before the Test scheduled to be taken by the applicant. If a request for cancellation is accepted after completion of payment of the test fee, a cancellation fee whose amount is decided by the period left until the test date shall be imposed, and the test fee shall be returned to the applicant upon deduction of the applicable cancellation fee by bank transfer. The applicable cancellation fee shall be as follows:

- ア Cancellations made 15 or more days before the test date: JPY 5,125;

- イ Cancellations made 3 to 14 days before the test date: JPY 10,250; and
- ウ Cancellations made 2 days before or on the day before the test date: JPY 15,375.

(2) Once cancellation has been accepted, an email confirming acceptance of the cancellation will be sent to the applicant by the Foundation to the email address registered during the test ID issuance procedure. If applicants do not receive the foregoing confirmation email despite completing the cancellation process, applicants are requested to contact the relevant test centre by the day before the registration deadline.

#### 5. Changes to application

Changes to applications may, on the condition that the registration deadline has not passed and that seats are still available to accommodate such change, be made once without charge to either the module, test date, or test site, but any further changes from the second change after will incur an administration fee. Please contact the pertinent test site for details.

#### 6. Test-day Absence

(1) Applicants may be eligible for a test rescheduling or a refund upon deduction of an administration fee of 5,125 yen, if one of the following conditions are met and evidence is submitted. Please contact the pertinent test centre by 17:00 of the day after the test date by email or phone. For test rescheduling, Articles 11.1 and 11.2 of these Terms shall apply *mutatis mutandis*.

ア. When delays, including wide-spread paralysation, of public transportation [boat, airplane, train, and bus (taxis are not included)] cause an applicant to be tardy and such applicant is unable to complete ID procedures by the starting time of the Test. Please note that a certificate of delay by the relevant operator of such public transportation must be submitted. However, refunds may not be possible depending on the content of such certificate. ※

※ The original of the foregoing certificate must be submitted to the test centre. Such certificate must be submitted by post and received by the pertinent test centre by 17:00 of the day 3 days after the test date.

(2) If an applicant is absent and the following conditions apply, applicants may be eligible for a refund if evidence and application for a refund is submitted, provided, however that an administration fee of JPY 5,125 will be deducted. Applicants are requested to contact the pertinent test centre by email or phone, by 17:00 on the day after the test date.

ア. If an applicant is absent for serious medical reasons (including influenza but excluding conditions with mild symptoms, the common cold or the like. Refunds may not be allowed depending on the contents of the medical certificate submitted). ※

※ An original of the medical certificate will be required. Medical certificates must arrive at the pertinent test centre by 17:00 of the day 5 days after the test date.

イ. Absence due to attending wakes, funerals, or religious rituals held on the 6<sup>th</sup> day after death, of a relative within three degrees. It is necessary to submit proof such as a death certificate or a funeral attendance letter to show that the relevant ritual(s) have taken place on the test date.

※ Evidence may be either the original or a copy of the original document. The document must arrive at the pertinent test centre by 17:00 of the day 5 days after the test date.

#### 7. Special Requirements

In order to equally and impartially offer opportunities to all applicants to test their English skills, special measures are available during the Test. Please contact the pertinent test centre for more information.

#### Article 4. Test Date and Test Site

1. The Foundation will endeavour to meet the requests of applicants in assigning the test date and site, however, the requested test dates or sites may be subject to change or cancellations.
2. The assigned test date and time may be confirmed through the Test Taker Portal. Applicants are asked to arrive by the check-in time. Applicants who arrive late will generally not be allowed to take the test.

#### Article 5. Confirmation Notice

Confirmation Notices will not be mailed to applicants. Details may be confirmed with the Confirmation Email or at the Test Taker Portal.

### Test Day

#### Article 6. ID Registration and Confirmation

1. As the Test is conducted under a high level of security, it is necessary to confirm and register information of applicants on the test day. On the test day during ID confirmation procedures, applicants will be asked to provide a sample of their signatures, register the fingerprint of their right index finger and have a photograph taken and registered of their face. If this procedure is not completed by the given time due to reasons such as failing to bring a valid passport, tardiness and the like, applicants will not be able to sit the test. Refunds and transfers will not be given in such cases. When having your photograph taken, please take off glasses, hats of any kind, or anything which obscures your face or head, including large head accessories. Additionally, only glasses may be taken into the examination room, so all other accessories must be left in the luggage room. The photograph taken on the test day will be the one used on the Test Report Form.
2. The registered fingerprint information and photograph will be used to maintain security throughout the test, to record entry and exit of the test room and for identification purposes..

#### Article 7. Precautions and Prohibited Acts

##### 1. Compliance Requirements

(1) Applicants agree to adhere to and follow the instructions and prohibitions given on the day by test personnel as well as what is written on the test booklets or in any notices posted at the test site, in addition to the Declaration, Notice to Applicant, and Confirmation Email.

(2) Applicants must inform test personnel or the personnel responsible for the test room on the day of the test if they feel that the testing environment or the process of initiating the Test and the like adversely affected their health and the like resulting in their test performance being affected or if applicants have any other questions regarding the administration of the test. Due to global IELTS protocol, IELTS will not accept requests relating to the conduct of the test after the actual test day.

##### 2. Prohibition of Stand-Ins

Only the actual applicant who registered for the Test is eligible to take the Test. Having a stand-in take the Test or assignment of an applicant's right to take the Test is prohibited. If sufficient ID confirmation is not possible on the test day or if registration of an applicant is not confirmed, applicants will not be allowed to sit the test.

##### 3. Management of Personal Belongings

Personal belongings other than what is required in the test room must be left in the luggage room which will be locked. As the Foundation is not liable for any loss or theft of personal belongings at the test site, applicants should keep the amount of personal belongings to a minimum.

#### Article 8. Personal Belongings

##### 1. Required belongings

- Passport: a valid, original passport must be brought to the test site. The passport number of the passport used for registration must match the passport number brought on the test date;
- writing utensils: black pencils without caps, erasers without covers; and
- color photocopy of your passport with the your test date, applicant number and name in English cited on it in accordance with the instructions of the Foundation.

##### 2. Items that may be brought in and used

- passport (covers and stickers must be removed);
- color photocopy of your passport with the your test date, applicant number and name in English cited on it in accordance with the instructions of the Foundation;
- pencils (mechanical pencils are not allowed; all caps must be removed);

- erasers with the covers taken off; and
- one clear transparent plastic bottle of water (soda water is not allowed).

### 3. Prohibited Items

(1) Anything not listed above will be considered to be personal belongings which must remain in the luggage room. All other items are prohibited from the actual test room. If applicants wish to bring items other than glasses for medical purposes (i.e., eye drops, medicines, handkerchiefs, crutches, etc), notification must be made to the test centre at least 1 week before the test date.

(2) As the Foundation will not be responsible for the loss or theft of any personal belongings, applicants should refrain from bringing valuable items to the test site.

#### **Article 9. Disclosure of Test Content**

IELTS is a closed test. No part of the test may be disclosed or reproduced in any way or form (including posts on the Internet) and such acts shall be deemed as an act of cheating.

#### **Article 10. Recording or Disclosure of Test Related Information**

Applicants are prohibited from taking photographs or recordings at the test site and from disclosing information gained from the test to third parties.

#### **Article 11. Delays and Late Arrivals**

(1) Applicants will be considered late if they are unable to complete ID procedures by the time of their individual Speaking Test and will not be able to take the test. If applicants are late, all test results will not be released, and applicants will not receive a Test Report Form. No refund or test rescheduling will be made, so allow for plenty of time in arriving at the test site in preparation for accidents and delays.

(2) If applicants are unable to arrive at the test site by the time of their Test because of delays in public transportation 【boats, airplanes, trains, buses (does not include taxis)】, including wide-spread paralysation of all public transportation, exceptions may be made and applicants may be able to take the test. Please bring the original certificate of delay issued by the operator of such public transportation to the test site on the test day. Applicants will be asked to submit a certificate of delay as well as to complete the 「Delay Notification Form 遅延証明書・誓約書」. If applicants do not agree to filling in the Delay Notification Form, applicants will be unable to sit the test. Note that the test centre may ask for clarification or further proof or details at a later date regarding the contents of the Delay Notification Form by email or telephone. If, even after submitting the original official form and 「Delay Notification Form 遅延証明書・誓約書」, the test centre decides that an exception cannot be made, results will not be released nor will applicants receive a Test Report Form even if applicants have taken the test.

(3) Exceptions may be made and applicants may be able to take the test with the submission of a certificate of delay issued by the operator of the delayed public transportation and the completion of a 「Delay Notification Form 遅延証明書・誓約書」. However, if circumstances do not allow for applicants to take the test on the actual day or if the applicant prefers to take the test on a different day, applicants shall notify the pertinent test centre by 17:00 of the following business day, via email, with details of the route and time taken and a request for a test rescheduling. Applicants shall not contact the actual test site. Furthermore, test rescheduling requests may not be accepted due to scheduling issues.

(4) If the conditions stipulated under Article 3.6(1) are met, refunds of the test fee upon deduction of handling fee of JPY 5,125 may be accepted.

#### **Article 12. Breaks during the Test and Exiting of the Test Room**

As the Test format requires that the Listening Test and Speaking Test be conducted simultaneously, no breaks or exiting of the test room is permitted. In the event of an exit from the test room during the Test, re-entry into the test room and continuation of the Test will not be allowed under any circumstances.

#### **Article 13. Removal of Task Cards**

Applicants are prohibited from removing from the test room the task card in any

way or form. Should this happen, this will be considered to be a disclosure of test information and handled accordingly, which may involve legal proceedings.

#### **Article 14. Recording of Speaking Test**

Test rooms will be video recorded. Also, the Speaking Test will be voice recorded.

#### **Article 15. Cheating and Disturbance during the Test**

Applicants will lose eligibility to take the Test and will be unable to take the Test on the designated test date while also being unable to receive test results nor refunds in the event that an applicant is found to have taken any of the following actions or to have violated these Terms, the Declaration, Notice to Applicants, Confirmation Email, test information provided to applicants of the Test in Japan and the like. Such applicants may also be prohibited from taking the Test in the future. In the event that an applicant applies for the Test despite being prohibited from taking future Tests, such applications shall be void and no refunds shall be available for such applications. Confirmation of such violations and the like shall be considered within the Foundation on the test date of the violation or on a day afterwards, and shall be notified to the violating applicant orally or in writing.

- bringing in and/or using any devices other than items which are allowed in the test room, such as cell phones, smartphones, wearable devices, wristwatches, clocks, stopwatches, test books, dictionaries, pagers, spellcheckers and recorders and the like;
- failing to follow the instructions of test staff;
- engaging in any acts which may obstruct administration of the Test;
- bringing in items other than permitted personal belongings prescribed in Articles 8.1 and 8.2 into the test room. This includes wallets, purses, electronic devices, eye-glass cases, mechanical pencils, hats, caps, blankets, coats, food, handkerchiefs and the like or medical items such as eye drops or medication for which the prior consent by the pertinent test centre has not been given or any other item which may potentially interfere with the administration of the Test;
- situations whereby it is determined by test staff that the condition of a certain applicant makes procuring the safety of the applicant difficult or that such condition may cause apprehension to other applicants due to diminished mental capacity or the influence of drugs or alcohol of that certain applicant;
- when an applicant undertakes violence, threats, extortion, unwarranted demands using coercion or any other similar acts;
- disrupting other applicants through shouting, coughing, singing, behaving in an unruly way or engaging in any other behaviour which will incite disgust from other applicants; or
- when the Foundation or any of its IELTS Test Partners determines that the documents submitted by the applicant upon application or registration have been tampered with or counterfeited, or when an applicant undertakes any other improprieties regarding the administration of the Test.

#### **Article 16. Influenza and other Infectious Diseases**

If applicants have or are suspected without the diagnosis of a doctor of having influenza or any other infectious disease (as defined by Provision 18 of the Ministerial Ordinance for Enforcement of the School Health and Safety Act (*Showa 33 nen monbu-sho dai 18 go*)), they are requested to refrain from taking the test. If an applicant is infected with influenza or any other infectious disease as defined above, they may be prohibited from taking the exam. In such cases, test rescheduling or refunds as provided for under Article 3.6 (2) will be undertaken.

#### **After the Test**

##### **Article 17. Test Results**

1. The official Test Report Form will cite the test result as a “PASS” or “FAIL” as well as the CEFR level. The score is valid for 2 years after the test date. Results are generally released 6 days after the test date, and an official Test Report Form will be mailed to the address used for registration. Applicants will receive only one copy of the Test Report Form. Notification of results via email or telephone are not

available.

## 2. Provision of Test Results to Educational Institutions, Visa Issuing Organizations the like

Up to 5 Test Reports Forms may be sent for free to registered educational institutions and organizations cited on the bottom of the Test Report Form ( the “Registered Institutions”) for 30 days from the date of issuance of the official Test Report Form. If requests are made after 31 days of the date of issue, or if 6 or more Test Report Forms are requested, an administration fee of JPY 1,100 per Test Report Form will be required (to send Test Report Forms by registered mail to Registered Institutions will incur a fee of JPY 1,600).

3 Requests for additional Test Report Forms may be sent using the registration website of the Foundation once test results have been released. Additional forms will be sent to Registered Institutions within 4 days of confirmation that the institution is a Registered Institution and that the necessary fees have been paid. Requests for Test Report Forms to be sent prior to the test results being released will not be accepted. Additionally, while Test Report Forms are usually sent within the above 4 days , during busy times, long holidays or around the year-end and new year, etc. this may not be possible.

4. Upon request from a Registered Institution for the disclosure of an applicant’s test results, and in the event that such Registered Institution has adopted the Test as part of their entrance examination, and when such applicant has applied to the entrance examination of that Registered Institution, the test results of that applicant will be disclosed to that Registered Institution. The Foundation shall not be liable for any entrance examination, issues relevant thereto or the like resulting from discrepancies in the personal information used in the registration of the test and in applying to the Registered Institution.

5. Test Report Forms will be issued with the name cited on the passport used for registration. If the personal information on the Test Report Form is erroneous, applicants are asked to contact the pertinent test centre without delay to request that the required changes be made. Upon such request, documentation must be provided to verify the correct details. If the test centre is unable to change the information, applicants are requested to contact the British Council Head Office at (ielts@britishcouncil.org). If a change in the applicant’s name has occurred after receipt of the Test Report Form, changes to the name on the Test Report Form will not be allowed. Note that the name on the Test Report Form cannot be changed once results have been released. If for any unforeseeable reason, an original Test Report Form is reissued by a IELTS Test Partner, the name on the initial Test Report Form shall be used in the reissued Test Report Form.

6. An applicant’s results may not be issued 6 days after the test if the IELTS Test Partners decide that it is necessary to review any matter associated with such applicant’s test result. Such applicant may be required to re-take one or more components of the Test.

7. If any of the data on the Test Report Form provided by an applicant or an applicant’s organization to Registered Institutions has been altered in any way, such applicant’s original test result may be cancelled.

8. Applicants are not permitted access to any work product produced in the process leading up to the test result.

## Article 18. Enquiry on Results

In the event that an applicant finds a test result to be questionable, such applicant may apply to the pertinent test centre for an Enquiry on Results. Requests for Enquiries on Results must be received by the pertinent test centre within 39 days of the test date. The applicant may decide which component the enquiry shall be conducted on. A fee will be charged for this process, however, in the event that the score of the applicant is corrected to such applicant’s advantage as a result of an Enquiry on Results, and only in the event that such applicant designates a bank account in Japan to which such fees shall be refunded, a refund of such fees shall be made. However, regardless of the result of an Enquiry on Results, for any tests that the applicant has applied for after making the request for an Enquiry on Results and for which the application deadline has passed, no test fees shall not be refunded, and no such applications may be cancelled. The Enquiry of Results process may

take around 3 weeks. During the Enquiry on Results procedure, the original test result shall be suspended, and the test centre will not send results to Registered Institutions.

## Other

### Article 19 .Prohibitions

1. Applicants and examinees shall abide by the Declaration, Notice to Applicants, Confirmation Email and the Test website as well as the prohibitions rendered at the test sites and the like.
2. Should applicants or examinees engage in any prohibited acts, the Foundation reserves the right to disallow such applicants or examinees from taking the Test. Should examinees be found after administration of the Test to have engaged in prohibited acts, such examinee’s test results will not be released.

### Article 20. Subcontracting

1. The Foundation reserves the right to subcontract any and/or all administrative tasks of the test to a subcontractor and upon such subcontract to disclose to such subcontractor in accordance with the subcontract any personal information provided by the applicant or examinee upon registration or at any part during the Test or any other personal information provided for the purpose of taking the Test.
2. The Foundation will conduct necessary inspections of the subcontractor when subcontracting administrative work in accordance with the previous clause.
3. Even in the event of a subcontract, the Foundation shall remain obligated to carry out its obligations.

### Article 21. Confidentiality

1. Applicants are prohibited from disclosing or leaking any trade or technical information disclosed to them or that they come to know in applying for and taking the Test to any third party, shall keep any such information in confidence and shall not use such information for any other purpose than to take the Test.
2. The previous clause shall continue to apply after completion of use of the services relevant to the Test by the applicant.

### Article 22. Exclusion of Liability

1. The Foundation reserves the right to cancel or refuse applicants’ taking of the test. Should a test be cancelled, test fees will be refunded.
2. The Foundation reserves the right to change the test day, test time, and test order. All reasonable measures will be taken in the case of interruptions, delays, cancellations of the actual Test or release of test results, however, remedial measures to be taken by the Foundation will be limited to test fee refunds and test rescheduling.
3. The Foundation will take all reasonable measures for the fair administration of the Test, but is not liable for occurrences due to following circumstances:
  - not being able to administer the Test due to natural disasters or any other reasons of *force majeure*;
  - delays or failure of delivery of documents sent out by the Foundation by post; or
  - delays or failure of delivery of documents sent out by the applicant by post.
4. The Foundation is not liable for any trouble and the like between applicants (including their guardians and the like) occurring at test sites.
5. The Foundation is not liable for any loss, deletion, tampering or the like by third parties to any information which an applicant or examinee has stored in the Test or in any facility to be used for the Test or for which an applicant or examinee has agreed to have stored by a subcontractor, unless such loss, deletion, tampering and the like was caused intentionally by the Foundation.

### Article 23. Compensation for Damages

In the event that an applicant or examinee causes damage to the Foundation or to a third-party regarding the Test, such applicant or examinee shall be liable to compensate any damages caused.

#### **Article 24. Limitation of Responsibility**

Unless otherwise provided for in these Terms, any liability of the Foundation borne against an applicant shall be limited to and shall not exceed the test fee actually paid by the applicant.

#### **Article 25. Amendments to these Terms**

The Foundation may amend these Terms without prior notice to applicants or group test site organizers. Such amendments to these Terms shall enter into force upon their reflection in the website of the Test, unless the Foundation determines otherwise.

#### **Article 26. Privacy Agreement Regarding Personal Information**

1. Please access the following URL to see the Foundation's Privacy Policy:

<http://www.eiken.or.jp/privacypolicy/>

2. The Foundation, as an entity handling the personal information of applicants and examinee, will proactively endeavor to protect and manage personal information in accordance with the provisions set forth in the Act on the Protection of Personal Information. Personal information obtained from applicants or examinees upon registration, any personal information provided on the test day and any other personal information provided for the purpose of taking the Test (the "Personal Information") will be used only for the Purposes for Use of Personal Information specified below and the Foundation will obtain prior consent in the event that it becomes necessary to use Personal Information for any other purpose. Personal Information may be used for the purposes listed below even after use of the service regarding the Test has been completed by an applicant or examinee. Personal Information may be updated by the Foundation to maintain accuracy of the Personal Information of applicants and examinees.

##### **【Purposes for Use of Personal Information】**

- i. Administration of the Test and for use in compiling statistical data and the like;
  - ii. For use in compiling statistical data and the like or data analysis regarding the business conducted by the Foundation;
  - iii. Sending out test results and Test Report Forms;
  - iv. For use in marketing activities and for conducting surveys;
  - v. For providing information on services and business conducted by the Foundation;
  - vi. For handling inquiries or consultations;
  - vii. For provision of information regarding test preparation material and the like regarding the Test; and
  - viii. For provision of information on business or seminars or the like related to English.
3. Personal Information obtained at group test sites will be handled under the same provisions as those of individual applicants. However, Personal Information gathered at group test sites will be disclosed to the applicable group and to any entities subcontracted by the group and such group and subcontractor will be able to access the contents of such Personal Information.
4. With respect to the implementation of the Test for examinees who live in the member states of the EEA, the Personal Information obtained by the Foundation applicants or examinees shall be used for purposes of test administration, operation of business and issuing score reports. Personal Information may be processed as necessary to process such Data in order to perform agreements with applicants or examinees, where it is necessary to process Personal Information in order to conduct procedures at the request of an applicant or examinee prior to execution of an agreement or based on the consent of an applicant or examinee. The Foundation may entrust all or a part of the applicant or examinee's Personal Information processing to a third party, such as a test grader. The Personal Information of applicants and examinees will be transferred to Japan and stored on the Foundation's server located in Japan in order to perform agreements. The Personal Information obtained will be stored until there is a request from an applicant or examinee for its deletion or until the storage period specified by the Foundation has elapsed, unless storage for a longer period is required by law. To

the extent permitted by law, applicants and examinees shall have the right to request that the Foundation to grant access to, rectify or delete their Personal Information, or limit any processing of their Personal Information, to object to the processing of their Personal Information, to receive the Personal Information they provided in a structured, commonly used, and machine-readable format, and to transmit the Personal Information they provided to another controller. If an applicant or examinee is dissatisfied with the Foundation's processing of Personal Information, the applicant or examinee may lodge a complaint with the supervisory authorities of the member states of the EEA. Where Personal Information is processed based on consent, there is a right to withdraw that consent at any time. Such withdrawal of consent shall not affect the legality of processing of Personal Information based on consent before its withdrawal. The Personal Information of applicants and examinees is necessary to perform the agreements. In the event that Personal Information is not provided, the Foundation cannot determine whether an applicant or examinee has passed or failed the Test or notify the applicant or examinee of the results of the Test.

#### **Article 27. Intellectual Property Rights**

1. Any and all intellectual property rights of the Test including copyright and the like is property of the British Council, IDP: IELTS Australia and Cambridge Assessment English. Furthermore, the Test is protected under the Japanese Copyright Act as well as any other relevant Japanese laws.
2. Copyright of all information provided to applicants are also protected under the Japanese Copyright Act as well as relevant Japanese laws.

#### **Article 28. Language**

These Terms shall be in Japanese and the Japanese version shall prevail against any English translations which shall exist only as translations for reference.

#### **Article 29. Governing Laws**

The execution, validity, performance and interpretation of these Terms are to be governed by Japanese law.

#### **Article 30. Jurisdiction**

Any legal proceedings related to these Terms shall be subject to the exclusive jurisdiction of the Tokyo Summary Court or Tokyo District Court.

#### **Additional Clauses**

These Terms were put into use on January 1, 2021.  
Partial amendments made on January 20, 2022.  
Eiken Foundation of Japan