

Entertainment

~To avoid various risks in daily practical operations in diverse fields~

1. Legal Issues in the Entertainment Industry

In transactions related to the entertainment field, it is not uncommon for business to proceed in an unstable state without a written agreement such as a contract or memorandum of understanding, and it is not unusual for there to be many parties involved. Therefore, once a dispute arises, it can take a lot of time and money to resolve. In addition, since many businesses in the entertainment field target the masses, once a dispute arises, there is a risk of damage to reputation, which requires a cautious approach.

To avoid such risks, it is extremely important to consider and prevent legal issues in ordinary times, and to respond appropriately when disputes arise.

Furthermore, with the recent increase in new digital content due to digitization, new rights relationships and complex legal issues have arisen that are difficult to protect under the existing legal system.

We provide advice and support on the above issues from a legal perspective.

Incidentally, the term “entertainment” encompasses a wide range of industries, from the classics such as movies, TV, animation, music, art, theater, performing arts, novels, cartoons, sports, to the relatively newer ones such as video games and video distribution. While different industries have different practices and the legal issues that arise vary from industry to industry, we believe that the following are some of the most common issues that arise.

2. Specific examples

• Preparation and review of various contracts

It is important to have a written contract in any industry, and the entertainment industry is no exception. For example, contracts with creators are often drafted under the name of “outsourcing contracts” rather than employment contracts, but even if labor-related laws do not apply, it is still necessary to comply with laws such as the Antimonopoly Act and the Subcontract Act

• Copyrights

In contracts with creators, entertainers, etc., it is necessary to stipulate the treatment of copyrights and neighboring rights. In addition, in contracts with creators etc., it is often the case that the contract is not with the creator individually, but with the office to which the creator belongs. Therefore, it is also important to consider how to make the contract effective while the creator is not a party to the contract.

• Trademark rights

When providing new content, it is also important to be careful not to infringe on the trademark rights of other companies. If a trademark infringement occurs, you will have no choice but to stop providing the content.

Conversely, it is also important to apply for and register a trademark for the content you intend to sell or offer to prevent imitation of the trademark for the content you offer.

• Patent rights

Especially in the video game industry, patent infringement lawsuits are not uncommon in recent years. Therefore, it is important to avoid other companies’ patents in order to prevent the cessation of service provision, or to actively file patent applications to prevent similar systems from being imitated.

• Debt recovery

In the entertainment industry, there are many transactions with small businesses, and it is not uncommon for a business partner’s business condition to deteriorate, necessitating debt recovery.

• International business

When signing a contract with an overseas company or creator, the contract is basically written in English. Another feature of contracts with foreign countries is that in many cases, the contract is concluded before business begins.

• Dispute resolution

A dispute may arise with the parties involved, and in some cases, the parties may be forced to participate in the lawsuit under the name of an outsourcing agreement not an employment contract. For example, if a production committee is involved, all parties of the production committee may become involved in the lawsuit, and the lawsuit may grow in scale.

3. Conclusion

The above are only examples, and various issues will arise depending on the case.

Our firm handles such matters in the entertainment industry and can provide support from a legal perspective, so please feel free to contact us.

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