

# TikTok Effect House x TIFF Future of Filmmaking Challenge

## Official Rules

### No Purchase Necessary

Challenge is void where prohibited. By entering, each Participant accepts and agrees to be bound by these Terms. Failure to comply with these Terms may result in disqualification.

TikTok proudly presents the **TikTok Effect House x TIFF Future of Filmmaking Challenge** (this "**Challenge**"), a promotional competition where effect designers are challenged to create filmmaking effects! The Challenge will be held from July 25th, 2022 00:00 AM PT and August 12th, 2022 11:59 PM PT (the "**Challenge Period**"). Winning participants will be selected by a panel of judges from TikTok, TIFF and a featured creator in accordance with the Winner Selection section below and rewarded accordingly.

This Challenge and all participants shall be subject to the terms and conditions set out below (these "**Terms**").

The Challenge is sponsored and administered by the TikTok entity that offers the TikTok video platform (the "**Platform**") in your country ("**Sponsor**", "**we**", "**us**" or "**our**") which is solely responsible for this Challenge.

If you are resident in the United States or Latin America (except Brazil), the Platform is provided by TikTok Inc.

If you are resident in Canada, the Platform is provided by TikTok Technology Canada Inc.

If you are resident in the EEA or Switzerland, the Platform is provided by TikTok Technology Limited.

If you are resident in the United Kingdom, the Platform is provided by TikTok Information Technologies UK Limited.

If you are not resident in the US, EEA, the United Kingdom, Switzerland or India, the Platform is provided by TikTok Pte. Ltd.

If you are resident in Mexico, the Platform is provided by TikTok México Tecnologías S. De R.L. De C.V.

These Terms form a binding legal agreement between us and the participants of this Challenge (the "**Participant**" or "**you**") in the Challenge, and set forth terms and conditions for participating in the Challenge available on the application owned or controlled by us, including, without limitation, Effect House, TikTok, our related websites, services, applications, products and content owned or controlled by us.

These Terms are subject to, and shall also include, [TikTok Terms of Service](#), [Community Guidelines](#), [Effect House Terms of Service](#), [Effect Guidelines](#) and other policies on the Platform, as may be amended from time to time (together the "**TikTok Policies**"). In the event of any conflict between these Terms and [Effect House Terms of Service](#), these Terms shall prevail. Any capitalized terms not defined in these Terms but defined in the [Effect House Terms of Service](#) have the meaning given to them in the [Effect House Terms of Service](#).

## 1. Eligible Participants

Only the individuals who meet the following conditions will be eligible to participate in the Challenge:

- residents of Eligible Regions as listed on the [Challenge Prompt](#); and
- at least 18 years of age or the age of majority in your country of residence as of the start date of the Challenge;

Employees, officers and contractors of TikTok, and their immediate family and/or household members, are not eligible to participate. Groups are not eligible to participate.

Violation of these Terms, the TikTok Policies and/or applicable law may result in disqualification from this Challenge and TikTok account suspension.

We reserve the right to disqualify any participant who does not comply with TikTok Policies and/or any applicable laws.

## 2. How to participate in the Challenge

- Eligible Participants must perform all the following tasks ("**Tasks**") during the Challenge Period to participate in the Challenge:
  - [Download Effect House](#) software, log into your TikTok account and agree to [Effect House Terms of Service](#) if you have not done so already.
  - Create an effect following the [Challenge Prompt](#) on the Effect House Challenges page.
  - Submit the effect and a demo video (i.e. a video with the effect applied) to the effect submission page
  - When submitting effects, check off 'TIFF Future of Filmmaking Challenge' on the effect submission page to enter this Challenge.

Once an effect and a demo video are actually received by us, they are referred to in these Terms as an "**Entry**". You may enter as many Entries as you want.

Entry(ies) must be submitted during the Challenge Period.

Entries will be declared invalid if they are late, illegible, incomplete, damaged, or otherwise irregular. The sole determinant of time for the purposes of this Challenge, including receipt of a valid Entry, will be the Challenge computer servers.

No purchase or payment is necessary to participate or win, and a purchase or payment does not increase the chances of winning.

### 3. Submission Requirements

All Entries must meet all of the following requirements:

- Effects must follow the Challenge Prompt.
- Effects must follow all applicable laws and all TikTok Policies, including without limitation the TikTok Community Guidelines and Effect Guidelines.
- You represent and warrant that each effect you submit must be original to you and exclusively created and owned by you (or include content that is in the public domain or assets from within Effect House), and you must have all rights, licenses and authorizations necessary to all content within the Entry, including written permission from anyone appearing in the Entry (if under 18 or the age of majority in your jurisdiction, written permission from their parents or legal guardians) required to grant the license specified herein to TikTok.

Any Entry deemed by TikTok to be in violation of the above, or that is otherwise inappropriate, will be disqualified by TikTok.

### 4. How to opt out of and re-enter the Challenge

If you no longer wish to participate in the Challenge after you have submitted an Entry, you can opt out of the Challenge by deleting your Entry(ies) from the Effect House web portal.

Once you opt out, your Entry(ies) will be disqualified and ineligible for rewards associated with the Challenge.

After you opt out, you can re-enter the Challenge by performing the Tasks again during the Challenge Period.

### 5. Winner selection

At the conclusion of the Challenge Period, a panel of qualified judges, comprised of one TikTok creator, one TIFF employee and one TikTok employee, will select one (1) potential grand prize winner and five (5) potential runner-up winners. Entries will be scored based on the following criteria as listed below:

Weight	Metric	Details
33%	Creativity & Originality	Originality and the ability for users to use the effect in their own creations.
33%	Craftsmanship	Quality of the effect and assets created for it.

33%	Conformity to <u>Challenge Prompt</u>	How closely the effect follows the instructions for the challenge.
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6 winners ( each a "**Winner**") will be eligible to obtain a Reward. Limit one (1) Reward per person. For Participants who enter multiple Entries, only the highest scoring effect (according to the above criteria) will be taken into consideration. The Entry with the highest score, subject to meeting all eligibility criteria and requirements, will be the Grand Prize winner and the next five (5) highest scores will be the Runner-Up Prize winners. In the event of a tie, the winner of the tie will be decided by the judging panel, in its sole discretion.

Each reward ("**Reward**") is set out below:

- One (1) Grand Prize consisting of a (1) trip for two (2) to Toronto for Toronto International Film Festival (TIFF), currently scheduled to take place in Toronto, Ontario from September 8 to 18. The trip is for the winner and one (1) guest and consists of:
  - Round-trip economy class airfare for winner and one (1) guest from the major airport nearest to the winner's residence to Toronto, Ontario.
  - Four (4) nights hotel accommodation for the winner and one (1) guest, in one standard, double occupancy room, at a hotel to be selected by Sponsor in its sole discretion.
  - Two (2) Industry Passes (one pass for the winner and one pass for a guest), which provides fluid access to Press & Industry screenings, the Industry Centre, the Industry Conference and more; value \$715 CAD each
  - Access to Opening Night Party for the winner and one guest.

Approximate Retail Value ("ARV") of the Grand Prize is: \$10,000 USD based on a sample CITY departure; however, the actual retail value of the Grand Prize may vary and will depend on the date of booking, date of travel and changes in exchange rates. The winner is not entitled to any monetary difference between actual Grand Prize value and stated approximate Grand Prize value, if any.

- Five (5) Runner Up Prizes, each consisting of:
- TikTok Effect House x TIFF "Movie Night" swag package (ARV \$200 USD), including:
  - Effect House hat
  - Effect House shirt
  - TikTok movie projector
  - TikTok blanket
  - TIFF digital movie subscription / codes

Evaluation will occur between August 13th, 2022 00:00 AM PT and August 16th, 2022 11:59 PM PT ("**Scoring Period**").

There will be no public leaderboard during the Challenge. Winners will be announced on the Challenge Prompt page.

Odds of winning depend on the number of eligible entries received during the Challenge Period.

## 6. Rewards Conditions

### Grand Prize Conditions:

Actual value may vary based on point of departure. Any difference between stated value and actual value will not be awarded. Trip must be taken on dates specified by Sponsor or Grand Prize will be forfeited and Sponsor will have no further obligation to such winner. Sponsor reserves right to change dates. Winners and guests must travel together on the same itinerary and from the same departure point. Guests must be of legal age of majority in his/her jurisdiction of residence (and at least 18, unless the guest is a child or legal ward of winner) and must sign a liability/publicity release prior to issuance of travel documents. If a guest is a child or legal ward of winner, winner must sign and return release on behalf of such child or legal ward. Travel must be made through Sponsor's agent or another party as directed by Sponsor, on a carrier of Sponsor's choice. Tickets are subject to certain terms and conditions as specified thereon. Winners and guests must comply with all prize, event and venue rules and regulations. Failure to do so may result in removal from the venue or event, in which case the prize or remaining portion of the prize will be forfeited and Sponsor will have no further liability or responsibility. All federal, state, provincial, territorial and local taxes are the sole responsibility of the winner. All other costs associated with prize acceptance and use not specified herein as being provided will be the full responsibility of the winner and their guest, including without limitation all flight departure taxes and fees, optional seat selection fees, additional checked luggage fees, entertainment costs, meals and beverages, gratuities, souvenirs, merchandise, telephone calls, all personal expenses of any kind or nature, together with any applicable overnight layover. All travel dates, accommodation on board the plane and hotel accommodation are subject to space availability and subject to change without notice or compensation. The winner is solely responsible for all costs incurred for transportation to and from the relevant airports at departure and arrival. It is also the winner's responsibility to obtain all necessary travel vaccinations, tests or documentation including valid passport and visas if applicable prior to ticketing and to comply with any customs immigration requirements. It is recommended that the winner obtain sufficient personal insurance prior to departure. Winner must comply with all hotel check-in requirements including, without limitation, the presentation of a major credit card. Sponsor is not responsible if winner is denied access to the aircraft, entry/re-entry into destination location or their home location, or the event for any reason whatsoever. In such an event, winner will be solely responsible for any expenses incurred and the Grand Prize may be forfeited, in whole or in part. If the winner does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized will be forfeited in their entirety and nothing will be substituted in their place. The Grand Prize may not be used towards any type of frequent flyer mileage, or other reward point accumulation program. If the winner chooses to upgrade their travel package, extend the length of their trip, or stop along the way this will be at the winner's own expense. In the event the Grand Prize (or any portion thereof) is postponed, cancelled or otherwise unavailable for any reason, the balance of the Grand Prize will be awarded in full satisfaction of the Grand Prize and Sponsor is not responsible for providing any replacement for the postponed, cancelled or unavailable component. Any unused portion of the Grand Prize is forfeited and has no cash value. Prize may be subject to additional restrictions or regulations, including governmental or venue restrictions. The Sponsor has no responsibility or

liability if (i) any Prize is cancelled, suspended, delayed or rescheduled for any reason or (ii) the Winner cannot participate in the Prize due to any reason whatsoever.

General Rewards Conditions:

You acknowledge and agree that you are not entitled to any monetary payment for your participation in the Challenge.

Rewards cannot be transferred to other TikTok users, and are not exchangeable, assignable, substitutable nor replaceable.

We are not responsible for a potential winner's inability or unwillingness to accept or use a Reward for any reason.

No substitutions, redemptions for cash or money equivalents are allowed for Rewards, except by TikTok, who reserves the right to substitute any stated Reward or any component thereof with another Reward of equal or greater value in the event of non-availability.

If you are subject to any taxes (including any penalties or interest thereon) and expenses imposed by any jurisdiction in relation to a Reward, subject to any unwaivable local consumer law rights you may benefit from, you will be responsible for the payment of such taxes (including any related penalties or interest) to the relevant tax authority.

We reserve the right to correct any unintended error, take down any effect and/or to disqualify any participant or Entry which does not comply with TikTok Policies and/or any applicable laws at any stage of the Challenge including after determination and announcement of winners.

We reserve the right to suspend, postpone or cease the Challenge at any time for legitimate reasons without prior notification or with prior notification by the same means of initial communication in accordance with applicable law and award the Rewards based on eligible Entries received prior to such cancellation, modification, or suspension.

Our decisions will be final and binding in all matters relating to this Challenge, including interpretation of these Terms, selection of the winners, and awarding of the Rewards. In addition, you acknowledge and agree that we have the sole discretion to disqualify any Participant who is sufficiently acquainted with any person or entity connected with the development, administration, judging or other exploitation of this Challenge such that his or her participation in the Challenge could potentially create the appearance of unfairness or impropriety.

## **7. Notification and Receipt of Rewards**

On August 22nd, 2022 or shortly thereafter, all Winners will be announced on the [Challenge Prompt page](#).

Rewards will be distributed to each Winner within ten (10) business days after the Winner has been successfully contacted and fulfilled all Challenge requirements.

If you object to your username, profile picture being made public in this way, and you do not wish to participate in the Challenge, you can opt out of this Challenge.

We will notify Winners to claim the Rewards via TikTok in-app push notification. Winners must follow the directions in their notification to claim the Reward, which may include signing and returning within three (3) days: (i) an authorization letter, (ii) necessary IP license documentation, (iii) proof of being the authorized TikTok account holder for the account

associated with the winning Entry; and (iv) a declaration and release that includes, but is not limited to (a) acceptance of the Reward; (b) releasing the Sponsor of liability; and (c) acknowledging compliance with these Terms. We reserve the right to disqualify any Participant and/or Entry in our sole and absolute discretion. If any potential winner cannot be contacted and confirmed a Winner as above, or in the event that any Reward is not successfully claimed, the Reward will be forfeited and an alternative potential Winner may be selected at TikTok's sole discretion. We are not responsible or liable for any unsuccessful Reward claims or any failed attempts to contact a potential winner. Rewards will be distributed to each Winner within approximately ten (10) business days after the Winner has been successfully contacted and fulfilled all Challenge and winner confirmation requirements.

We are obliged to make public or available information proving that a valid identification of the Winners and delivery of the Reward has taken place. To this end, we will share the **last name and country** of the Winners with anyone who contacts us within one month of the end of the Challenge Period pursuant to the below Winners List section, in this regard, through your participation in the Challenge, you grant us consent to do so. If you object to your **last name and country** being made public in this way, please send us a [Privacy Report](#). In this regard, please note that this information may need to be shared with the relevant regulatory bodies at their request.

## 8. Personal Data

We will only process your personal data for purposes related to the execution and administration of the Challenge, including Tasks and the processing of the Challenge Participants' personal data, in accordance with our [Privacy Policy](#) and these Terms. You may exercise your data protection rights by contacting us via the [Privacy Report](#).

We will display Winners' username, profile picture and Entry on the [Challenge Prompt](#) page, in accordance with our [Privacy Policy](#). If you do not want your username, profile picture being displayed, you may opt out of the Challenge at any time.

## 9. License

By participating in the Challenge, you acknowledge that your Entry(ies) and the documents and information submitted to and in connection with the Challenge are subject to [TikTok Terms of Service](#) and [Effect House Terms of Service](#) and include, without limitation, to our rights of use and display your Entries for the purposes of administering and promoting the Challenge. For the avoidance of doubt, you further grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide, or for the maximum term allowed by local law, license to use, exploit, copy, distribute, communicate to the public, and adapt your Entry(ies) and the demo video(s) thereof on the Platform, Effect House and any other platforms and all modes, media and formats (whether in existence now or invented in the future), including without limitation, digital and Internet platforms, live events/concerts, and all activities, products, services and platforms owned, whether or not controlled or operated by TikTok or affiliates, for

commercial or non-commercial purposes. To the extent applicable, you waive all moral rights to the effect and/or Entry when used for these purposes.

## 10. Abuse of the Challenge

We reserve the right to disqualify you from the Challenge, or to not award any Rewards, if we have reasonable grounds to believe that you:

- have tampered with or attempted to tamper with the process or the operation of the Challenge;
- have breached these Terms;
- have committed acts with the intent to annoy or harass any other person;
- have engaged in any activity which is not in the spirit of the Challenge that attempts to inappropriately manipulate your chances of being awarded Rewards; and/or
- have made any misrepresentations in respect of, abused or employed, any illegal or criminal activity (including fraud) in connection with the Challenge.

Tasks performed by agents or those automatically generated by a computer, or other automatic methods will not be eligible and will not be counted.

## 11. Limitation of Our Liability and Indemnification

To the extent permitted by applicable law, we are not responsible for any event of "force majeure" (including, without limitation, natural disasters, activities of government agencies, cyberattacks, pandemics, and system failures which may in any way interfere with or impede the Challenge or result in loss, damage or disappointment suffered by you as a result of your participation in (or inability to join) the Challenge.

Insofar as permitted by law, we will not assume any responsibility or liability for any inaccurate or failed electronic data transmission, technical faults, failed entries nor any inaccessibility or unavailability of the internet or TikTok.

The Challenge and the Rewards are provided for personal, non-commercial use only and we shall not be liable for any commercial loss.

We will not be responsible for lost, late, damaged, defaced, incomplete, stolen, illegible, indiscernible, mutilated, illegally obtained, or misdirected Entries, for any computer, online, software, hardware or technical malfunctions, or for any typographical or other error in the printing of the offer, administration of the Challenge, or announcement of the Rewards and/or all Challenge-related materials.

By entering this Challenge, Participant agrees that it forever discharges, releases, holds harmless, and will indemnify and defend, Sponsor and each of its parent companies, subsidiaries, and affiliates, suppliers, distributors, advertising / promotion agencies and prize suppliers, and each of their directors, officers, employees, and agents (collectively, "**Released Parties**") from any and all liability, claims, losses, damages, causes of action, suits, and demands of any kind (including, without limitation, any violation of personal right such as right of

publicity or privacy, and claims of intellectual property infringement) (“**Claims**”) arising from or in connection with the Challenge, however caused. Additionally, Participant agrees to indemnify Released Parties from and against any Claims relating to the Challenge, without limitation. We assume no responsibility or liability in the event that a Challenge cannot be conducted as planned for any reason, including those reasons beyond our control. All Prizes are provided “as-is” and “as-available” without warranty of any kind, either express or implied. We cannot guarantee that the promotion of any Entries in connection with any Rewards will result in increased views or use of effects, or in any other results whatsoever.

## 12. **General**

If any of these clauses are found to be illegal, invalid or otherwise unenforceable then that clause shall be deleted from these Terms and the remaining clauses shall remain full in force and effect.

This Challenge is skill-based and does not involve any form of luck or auctions. There is no charge for participation in the Challenge. Other than as expressly set out in these Terms, we do not make any promises or commitments about the Challenge, such as the specific function of the Challenge, or its reliability, availability, or ability to meet your needs. We reserve the right, in our sole discretion, to modify these Terms or to cancel, modify, terminate, or suspend the Challenge (except where prohibited by law) at any time, and in such event, to select Winners as we deem equitable in our sole discretion.

Participants shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, these Terms or any or its rights or obligations under these Terms without our prior written consent.

If you are based in the US, you agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and TikTok are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms. The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have entered the Challenge on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or entered the Challenge on behalf of an entity, we will reimburse those fees for claims where the amount in dispute is less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, illustrations, slogans and representations are owned by TikTok and/or its affiliates. All rights are reserved.

TikTok reserves the right, in its sole discretion, to terminate any Challenge, in whole or in part, and/or modify, amend or suspend any Challenge, and/or these Terms in any way, at any time, for any reason without prior notice.

All Challenges are subject to applicable federal, state, territorial provincial and local laws and regulations. These Terms are subject to change without notice in order to comply with any applicable laws or the policy of any other entity having jurisdiction over TikTok.

For questions related to the Challenge, you may send an email to [effect\\_house\\_support@tiktok.com](mailto:effect_house_support@tiktok.com).

If you want to report an effect which violates TikTok Policies, please submit a report via the report channel on the effect page on the Platform.

### 13. **Winners List**

For the names of the Winners of this Challenge, please send a request via email with the subject line "TikTok Effect House x TIFF Future of Filmmaking Challenge" to [effect\\_house\\_support@tiktok.com](mailto:effect_house_support@tiktok.com).

### 14. **Additional Jurisdiction-Specific Terms**

The following terms apply in addition if your usual residence is in the relevant jurisdiction. Where applicable, Additional Jurisdiction-Specific Terms prevail to the extent of any inconsistency with the rest of these Terms.

#### **EEA Specific Terms**

##### **License**

You grant to us for a period of 10 (ten) years a non-exclusive, royalty-free, transferable, sublicensable, worldwide licence to use your Entry(ies), including to reproduce, adapt or make derivative works, perform and communicate your Entry(ies) and the demo video(s) thereof to the public, for the purposes of operating, marketing, developing and providing the Platform, which use shall include, but is not limited to, reproducing your Entry(ies) in electronic and printed form on devices and all printed media, in paid-for ads or at live events and activations offered by TikTok or together with third parties (including, creative agencies, media agencies, influencers or corporate advertisers) or otherwise. If you make a legitimate request for us to stop using your Entry(ies), then we will endeavour to do so, but you acknowledge that it may be difficult, or impossible, for us to withdraw and / or prevent all uses of your Entry(ies) where they have already been distributed or made available at the time of your request.

##### **Limitation of Our Liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

- **Governing Law and Jurisdiction**

- **Residents of the EEA and Switzerland.** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter, are governed by the laws of Ireland subject only to any applicable mandatory law in the country in which you reside. The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply.

You and TikTok agree that the Irish courts shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or their subject matter or formation subject only to any applicable mandatory law in the country in which you reside or choice of jurisdiction provisions that cannot be varied by contract. Alternatively, you may raise the dispute with an alternative dispute resolution body via the [EU Commission's Online Dispute Resolution \(ODR\) Platform](#).

- **Residents of the United Kingdom.** These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with their subject matter, are governed by the laws of England and Wales. The United Nations Convention on Contracts for the International Sale of Goods as well as any other similar law, regulation or statute in effect in any other jurisdiction shall not apply. You and TikTok agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Terms or their subject matter or formation. Alternatively, you may raise the dispute with an alternative dispute resolution body via the [EU Commission's Online Dispute Resolution \(ODR\) Platform](#).

### **Canada-Specific Terms**

**INDEMNIFICATION BY ENTRANT.** By entering a Challenge, participant releases and holds harmless the Released Parties from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Reward, participation in a Challenge, any breach of these Terms, applicable laws or any TikTok Policy, or in any Rewards-related activity. The entrant agrees to fully indemnify the Challenge Parties from any and all claims by third parties relating to a Challenge, without limitation.

**LIMITATION OF LIABILITY.** By participating in this Challenge, Participants agree that the Released Parties are not responsible or liable whatsoever for, and shall be held harmless by Participants against any liability for any claims, injuries, losses, damages, costs or expenses of any kind (including direct, indirect, incidental, consequential or punitive damages) to persons or property, including personal injury or death, arising out of or resulting from: (1) entry or participation in this Challenge, any Challenge-related activity; (2) the awarding, receipt, possession, use or misuse of any Reward, or (3) any claims based on idea misappropriation, copyright or trademark infringement, invasion of personality or privacy rights, plagiarism, defamation or any other violation of any other personal or proprietary rights. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

### **Korea-Specific Terms**

Notwithstanding any terms to the contrary under Section 12, these Terms, their subject matter and their formation, are governed by the laws of Korea. Any dispute arising out of or in connection with these Terms, including any question regarding existence, validity or termination of these Terms, shall be referred to and finally resolved by the competent courts of Korea.

### **Brazil-Specific Terms**

If you are participating in the Campaign and therefore subject to these Terms in Brazil, the following additional terms apply. In the event of any conflict between the following additional terms and the provisions of the main body of these Terms, the following terms shall prevail.

#### **Limitation of Our Liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

#### **Applicable Law and Jurisdiction**

These Terms, their subject matter and their formation, are governed by Brazilian law. You and we both agree that the courts of Brazil will have exclusive jurisdiction.

### **Mexico-Specific Terms**

#### **Personal Data**

We will process your personal data for purposes related to the execution and administration of the Challenge, including Challenges and the processing of the Challenge Participants' personal data, in accordance with our [Privacy Policy](#) and these Terms. You grant us consent to share your personal data with third parties if necessary to comply with our obligations related to the Challenge. You may exercise your data protection rights by contacting us via the [Privacy Report](#).

We will display your username and profile picture on the [Challenge page](#) in accordance with our [Privacy Policy](#). If you do not want your username, profile picture being displayed, you may opt out of the Challenge at any time.

We may process your personal data to contact you and require additional or complementary information related to your participation in the Challenge for the intents established in these Terms.

#### **License**

You acknowledge and agree that your participation in the Challenge may provide you additional commercial exposure, which is of economic value and represent benefits for you as Participant.

#### **Applicable Law and Jurisdiction**

These Terms, their subject matter and their formation, are governed by the laws of Mexico. Any dispute arising out of or in connection with these Terms, including any question relating to the existence, validity or termination of these Terms, when applicable, may be brought to the conciliation process before the Procuraduría Federal de Protección al Consumidor ("Profeco") located in Mexico City, or submitted to the jurisdiction of the competent courts located in Mexico City.