

# NEWGEN Fashion Week Challenge

## Official Rules

### No Purchase Necessary

Mission 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 **NEWGEN Fashion Week Challenge** (this "**Mission**"), a promotional competition where effect designers are challenged to create **NEWGEN Fashion Week Challenge** effects! The Mission will be held from August 10th, 2022 (00:00 BST) and September 2nd, 2022 (00:00 BST) (the "**Mission Period**"). Winning participants will be selected by 3 NEWGEN designers, 1 BFC representative, and TikTok panel in accordance with the Winner Selection section below and rewarded accordingly.

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

The Mission 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 Mission.

If you are resident in the United States, 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.

These Terms form a binding legal agreement between us and the participants of this Mission (the "**Participant**" or "**you**") in the Mission, and set forth terms and conditions for participating in the Mission 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 following individuals will be eligible to participate in the Mission:

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

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 Mission 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 Mission

Eligible Participants must perform all the following tasks ("**Tasks**") to participate in the Mission:

- a. [Download Effect House software](#), log into your TikTok account and agree to [Effect House Terms of Service](#) if you have not done so already.
- b. Create an effect following the Mission Prompt on the [Effect House Challenge page](#).
- c. When submitting effects, check NEWGEN Fashion Week Challenge on the effect submission page to enter this Mission.

Once an effect and 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 between August 9th, 2022 (00:00 BST) and September 2nd, 2022 (00:00 BST) ("**Entry 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 Mission, including receipt of a valid Entry, will be the Mission 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 Mission

If you no longer wish to participate in the Mission after you have submitted an Entry, you can opt out of the Mission by deleting your Entry(ies) from the Effect House web portal (hyperlink to <https://effecthouse.tiktok.com/portal>).

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

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

### 5. Winner selection

Winning Effects will be selected by a panel of judges who are employees at TikTok based on subjective and objective 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 <a href="#">Challenge Prompt</a>	How closely the effect follows the instructions for the challenge.

Three (3) winners ("**Winners**") 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.

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

Three (3) grand prizes for three (3) different winners. The reward/grand prize consists of:

- Trip for one (1) to London for London Fashion Week (only accomodation and transportation included)
- Access to NEWGEN Fashion Shows
- In-app exposure. Effects pinned on Trending Effects tray
- Goodie Bag

Evaluation will occur between September 5th, 2022 (10:00 BST) and September 7th, 2022 (18:00 BST) ("**Scoring Period**").

There will be no public leaderboard during the Mission.

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

## 6. Rewards Conditions

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

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 Mission including after determination and announcement of winners.

We reserve the right to suspend, postpone or cease the Mission at any time for legitimate reasons without prior notification 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 Mission, 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 Mission such that his or her participation in the Mission could potentially create the appearance of unfairness or impropriety.

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

On September 10th, 2022, 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 Mission requirements.

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

We may notify Winners to claim the Rewards via in-app messaging on the Platform and/or email. Winners must follow the directions in their notification (if any) to claim the Reward, which may include signing an authorization letter and providing necessary IP license documentation and/or showing proof of being an authorized account holder. 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 may be forfeited and an alternative potential Winner may be selected at TikTok's sole discretion. We are not responsible for any unsuccessful Reward claims or any failed attempts to contact a potential winner.

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 Mission Period pursuant to the below Winners List section, in this regard, through your participation in the Mission, 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 Mission, including Tasks and the processing of the Mission 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 [Mission 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 Mission at any time.

If Winners are not willing to provide the necessary personal information for Reward delivery (such as name and address for delivery of physical rewards), we may not be able to deliver part or whole of the Reward. By choosing to not provide such personal data, you acknowledge that you will not receive any relative Reward from this Mission and will release and discharge us from any obligations in relation to it, and undertake to not submit any claim to us with respect to any matter related to this Mission.

## 9. License

By participating in the Mission, you acknowledge that your Entry(ies) and the documents and information submitted to and in connection with the Mission 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 Mission. By participating in this Challenge, you accept the attached Authorization Letter (see the Appendix).

For the avoidance of doubt, you further grant us an unconditional irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide 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 Mission

We reserve the right to disqualify you from the Mission, 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 Mission;
- 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 Mission 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 Mission.

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 Mission or result in loss, damage or disappointment suffered by you as a result of your participation in (or inability to join) the Mission.

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 Mission 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 Mission, or announcement of the Rewards and/or all Mission-related materials.

By entering this Mission, Participant agrees that it forever discharges, releases, holds harmless, and will indemnify and defend, Sponsor and each of its parent companies, subsidiaries, and affiliates, 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 Mission, however caused. Additionally, Participant agrees to indemnify Released Parties from and against any Claims.

We assume no responsibility or liability in the event that a Mission cannot be conducted as planned for any reason, including those reasons beyond our control.

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 Mission is skill-based and does not involve any form of luck or auctions. There is no charge for participation in the Mission. Other than as expressly set out in these Terms, we do not make any promises or commitments about the Mission, such as the specific function of the Mission, 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 Mission (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 Mission 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 Mission 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 Mission, in whole or in part, and/or modify, amend or suspend any Mission, and/or these Terms in any way, at any time, for any reason without prior notice.

All Missions 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 Mission, 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 Mission, please send a request via email with the subject line "Effect Mission: Create a TikTok Effect Celebrating Dads Winners List" 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](#).