

[Genshin Impact Effect Challenge]

Terms and Conditions

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

SUBMISSION OF ANY ENTRY CONSTITUTES AGREEMENT TO THESE TERMS AND CONDITIONS AS A CONTRACT BETWEEN ENTRANT AND THE ORGANIZER.

§ 1.

General provisions

1. This document (these "**Terms and Conditions**") determines the terms and conditions of the [**Genshin Impact Effect Challenge**] ("**Challenge**") conducted by [**COGNOSPHERE PTE. LTD.**] (the "**Organizer**" or "**we**"), including the conditions to be fulfilled by an individual ("**you**" or "**Entrant**") in order to participate in the Challenge.
2. These Terms and Conditions form a legal binding agreement between you and the Organizer. In order to participate in the Challenge you have to first read and accept the Terms and Conditions. By submitting your work pursuant to §4 of the Terms and Conditions, you confirm that you have read and accepted the Terms and Conditions including the terms of personal data processing. Participation in the Challenge implies authorization for Organizer to collect, use and disclose Entrant's personal information:
 - 1)For the winner could receive a cash prize, Organizer may collect, use your TikTok handle, a screen shot of your homepage to confirm whether it is the winner himself/herself or not, your email to communicate the Prize details, your bank account information and your Paypal account information as stated in the Clause § 6.17 of the Terms and Conditions.
 - 2)All information submitted to the Organizer as part of this Challenge will be treated in accordance with Organizer's privacy policy, available at <https://genshin.hoyoverse.com/en/company/privacy>. By participating in the Challenge, Entrants acknowledge that they have read and accepted Organizer's privacy policy.
 - 3)Entrants have the right to access, withdraw, and correct your personal data. Entrants may request such action by sending an email with the request to contentcreator@hoyoverse.com.
 - 4)Organizer may obtain your Tik Tok handle, Challenge performance data from Tik Tok to select winners, if you want to know about privacy policy of Tik Tok, available at **【<https://www.tiktok.com/legal/page/row/privacy-policy/en>】**
 - 5)By submitting the Entry, Entrants acknowledge and agree to publish and display his/her [TikTok Handle] contained in the Entry to the platform where the Challenge is held.
3. Organizer reserves the right, in their sole discretion, to cancel, suspend and/or modify the Challenge, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within their control with prior notification by the same means of initial communication in accordance with applicable law.
4. In the situation where the actual amount of eligible Entries received by the Organizer doesn't reach the number of Prizes set out in §7, Organizer reserves all the right, in their sole discretion, to cancel and reduce the number of Prizes set out, to match the actual amount of Entries received by Organizer during the Submission Period correspondingly.

§ 2.

Dates and Timing

1. Submission Period: Entries must be submitted between [00:01 AM, Feb 6th,2023] in [Pacific Time (UTC-8)] and [11:59 PM, Feb 28th,2023] in [Pacific Time (UTC-8)]. ("**Submission Period**").
2. Judging Period: Selection of winners will occur between [00:01 AM, March 1st,2023] in [Pacific Time (UTC-8)] and[11:59 PM, March 10th,2023] in [Pacific Time (UTC-8)]. ("**Judging Period**").

3. **Winners Announced:** Winners will be announced on or around [April 10th, 2023] in [Pacific Time (UTC-8)] on the Challenge page (“**Winners Announcement**”)

§ 3.

Eligibility

1. This Challenge is only open to: individuals who are at least 18 years of age or age of majority in your country of residence as of the start date of the Challenge (“**Eligible Individuals**”).
2. This Challenge is not open to:
 - a) Individuals who are residents of or domiciled in countries/regions/jurisdictions of: Afghanistan, American Samoa, Anguilla, Bangladesh, Cameroon, Cote D’Ivoire (Ivory Coast), Crimea, Cuba, Dominica, Donetsk, Equatorial Guinea, Fiji, Gabon, Ghana, Guam, Haiti, Iran, Iraq, Lebanon, Liberia, Libya, Luhansk regions of Ukraine, Moldova, Monaco, Montenegro, Myanmar, Nigeria, North Korea, Pakistan, Palau, Panama, Paraguay, Russia, Saint Lucia, Samoa, Seychelles, South Sudan, Sudan, Syria, The central African Republic, Timor-Leste, Trinidad and Tobago, US Virgin Islands, Uzbekistan, Vanuatu, Zimbabwe, Brazil, Italy, and any others where cash awards, contests and/or this Challenge is not legitimate by law;
 - b) Employees or independent contractors of TikTok or Organizer and their subsidiaries, their immediate family members (parents, step-parents, children, step- children, siblings, step-siblings and spouses, regardless of where they live), anyone who shares a residence with the above at least 3 months out of the year or any individual or entity that provides professional services on behalf of TikTok or Organizer during the Submission Period or Judging Period, or who provided professional services on behalf of TikTok or Organizer related to the organization, distribution, or promotion of the Challenge.
 - c) An individual employed as a government official at the time of entry, may only enter the Challenge in their personal capacity. ‘Government officials’ include any government employee; candidate for public office; and employees of government-owned or government-controlled companies, public international organizations, and political parties.
 - d) Team entries - only individual entries will be considered.
3. You must ensure that your participation is lawful in accordance with the laws of your country of residence. The Terms and Conditions are void where participation would not be permitted under local national laws. You should not enter this Challenge where you are not permitted to do so under the laws of the country in which you are resident. The Organizer does not make any representations, express or implied, as to the lawfulness of participation for an Entrant pursuant to the laws of any particular country.

§ 4.

Task and Entry

1. The task for the Entrants consists of creating and publishing an effect made using Effect House in accordance with specifications stipulated on the Challenge page (the “**Entry**”).
2. When participating in the Challenge, you are strictly prohibited from and you are hereby obligated NOT to:
 - a) upload, transmit, post, provide a hyperlink to or otherwise make available an effect that does NOT meet the requirements as specified in Section 5.
 - b) participate in the Challenge to impersonate any person or entity, including but not limited to an employee of TikTok, Organizer or their affiliated companies, or falsely state or otherwise misrepresent yourself, your age or your affiliation with a person or entity;
 - c) instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
 - d) act in a manner that is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as determined by Organizer in Organizer’s sole discretion;
 - e) intentionally or unintentionally violate any applicable local, state, national or international law;
 - f) post anything indecent, inflammatory, vulgar or overtly insulting;

g) violate the terms of any third-party website or service, or the terms of any other agreement with any third party.

§ 5.

Registration and Submission

1. In order to participate in the Challenge, you must create your Entry ensuring that the requirements specified in these Term and Conditions and on the Challenge page are followed.
2. In order to create a valid Entry, you must follow the steps below:
 - a) Sign up for TikTok in order to use Effect House, if you don't already have a TikTok account;
 - b) Download the Effect House software (hyperlink to <https://effecthouse.tiktok.com/download/>);
 - c) Create an effect by following the requirements on the Challenge page;
 - d) When submitting effects, check [**Genshin Impact Effect Challenge**] on the effect submission page and enter your email address.
3. Once an effect is published on TikTok, it is referred to in these Terms and Conditions as an "**Entry**". You may enter as many Entries as you want.
4. Your access and use of Effect House is subject to [TikTok Effect House Terms of Service](#) and [TikTok Privacy Policy](#).
5. Your email address will be collected and processed by TikTok to send you notifications about your participation in this Challenge in accordance with [TikTok Privacy Policy](#).
6. Entrants may also receive notifications about the Challenge from the Organizers via Tik Tok.
7. The Organizer reserves the right to disqualify any Entrant or Entry that does not comply with these Terms and Conditions in its sole discretion. Organizer is not obligated to notify you if your Entry has been disqualified.
8. The Organizer reserves the right to remove inappropriate, offensive, and/or harmful Entries as well as Entries that do not fit the Challenge theme.
9. To be an eligible submission, your Entry must meet the following requirements:
 - a) Entry must be your own original work, solely created 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 age of majority in your jurisdiction, written permission from their parents or legal guardians) required to grant the licenses specified herein;
 - b) Entry must not have been previously licensed, sold, used, published, released, distributed or otherwise commercially exploited in any form;
 - c) Entry must not have previously won any award;
 - d) Entry must not be unlawful, threatening, abusive, fraudulent, deceptive, defamatory, harmful to minors, or indecent in any way, as determined by TikTok and Organizer in their sole discretion, including without limitation any Entry that would constitute (or encourage conduct that would constitute) a criminal offense, give rise to civil liability or otherwise violate any local, state, national, foreign or international law or regulation, such as by infringing, misappropriating, or otherwise violating the intellectual property rights, moral rights or privacy rights of any third party, publicity or other personal or proprietary rights of any individual, or otherwise causing injury of any kind to a third party;
 - e) Entry must not contain, be derived from, or reference any names, products or services of any business, company, entity or any third-party trademarks, logos trade dress or promotion of any brand, product or service, software viruses, worms, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - f) Entry must not affect TikTok or Organizer adversely or reflects negatively on TikTok, Organizer or the Challenge, including both TikTok's and Organizer's clients, affiliated companies, partners, TikToks

or licensees, or the goodwill, name or reputation of any of the foregoing, or that causes distress or duress to anyone, or discourages any person from participating in the Challenge;

g) Entry must be published on Entrant's TikTok account;

h) Entrant agrees that participation in this Challenge and agreement to these Terms will not violate any agreement to which (s)he/they is/are a signatory or party and that no such agreement otherwise limits Entrants' ability to participate in this Challenge or grant the rights granted in these Terms and Conditions.

i) Entrant must follow TikTok's Community Guidelines and Effect Guidelines when creating effects.

§ 6.

Selection of Awardees and Prize Payment

1. All effects from Entrants will be judged by a panel of judges selected by Organizer in its sole discretion (“**Judges**”).
2. During the Judging Period, Organizer will judge every single eligible Entry and make its decision on the Awards winner base on the criteria below:
 - Award 1: First/Second/Third Place and Honorable Mentions/Runner Ups
Winners will be selected based on the ranking of total scores (max 100 scores) accumulated by:
 - a) 0~25 scores: Creativity – How creative, original, or innovative is the idea?;
 - b) 0~25 scores: Craftsmanship – What technical capabilities did you use to take advantage of the Effect House platform?;
 - c) 0~25 scores: Theme – Does your effect fit into the set theme?
 - d) 0~25 scores: User-focus – Is your effect interactive, intuitive and focused on user experience?
 - Award 2: People's Favourites
During the Judging Period, the 10 highest-scoring Entries by judging of the accumulated numbers of video views with entry effect that is Genshin Impact related will win the Awards.
3. The scores from the Judges will determine the winners of the applicable Prizes. The Entrant(s) that are eligible for a Prize, and whose Entry earns the highest overall scores based on the applicable judging Criteria, will become winners of the applicable Prize. Subject to meeting all eligibility criteria and requirements.
4. First/Second/Third Place, Runner Ups and Honorable Mentions: the Entrant who submits the Entry with the highest score (ie., the first place) will win the [\$5000 cash] prize; the Entrant with the second highest scoring (ie., the second place) Entry will win the [\$3000 cash] prize; the Entrant with the third highest scoring (ie., the third place) Entry will win the [\$2000 cash] prize; the Entrants with the ten (10) highest scoring Entries following the top 3 Entries (ie., Runner Ups, Top 4-13) will each win a [\$1000 cash] prize. While the Entrants with the following ten(10) highest-scoring Entries after the top 13 (ie., Honorable Mentions, Top 14-23) Entries will each win a [\$500 cash] prize. The Entrant with the Top 10 People's Favorites scoring Entries will each win a [\$500 cash] prize.
5. If two or more Entries are tied, the panel of Judges will vote on the tied Entries.
6. All Judges' decisions are final and binding in all matters relating to this Challenge. Each Entrant acknowledges that other Entrants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to their Entry (including, without limitation, a similar Entry), and that Entrant will not be entitled to any compensation or right to negotiate with the Judges of Organizer, because of these familiarities or similarities.
7. Winners will be notified of the Prize claiming. Winners must follow the directions in their notification to claim the Prize, 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 Prize; (b) releasing TikTok and Organizer of liability; and (c) acknowledging compliance with these Terms and Conditions.

8. The Awardee will receive a webform to gather Awardee's data necessary to fulfill the Prize payment ("**Awardee Agreement**") at their provided e-mail address from the Organizer. The Awardee is obliged to complete and send back the Awardee Agreement in a scan or Docusign form to the indicated e-mail address of the Organizer within 7 days. This condition is necessary for the payment of the Award. Failure to fulfill this obligation within the period specified in this paragraph may result in the Award not being paid with no compensation to be made. Required information depends on how winners will claim the Prize.
9. The Award will be delivered within 90 days from the Winner Announcement date, provided that the formalities referred to above are completed by the Awardee within the time specified and the Entry is positively verified. Please note, the Award may take days to travel. The actual arriving time will depend on various factors, including the Winner's local bank processing, local financial situation etc.
10. **THE AWARD OF A PRIZE TO A POTENTIAL AWARDEE IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION.** No Entry or Entrant shall be deemed an awarded Entry or Awardee until the Awardee Agreement has been completed and verified, even if prospective winners have been announced verbally or on the Organizer's website. The final decision to designate an Awardee shall be made by the Organizer.
11. Neither the Organizer nor TikTok are responsible for the Awardee's inability to collect the Award for reasons attributable solely to the Awardee.
12. The Prize Payment as mentioned above includes any and all taxes, fees and duties, including but not limited to transaction tax and withholding tax (if applicable). The Organizer shall be entitled to deduct the amount of withholding tax (if applicable) from payments made to the Awardee hereunder in accordance with the applicable laws and provide the relevant supporting documents issued by the tax authority. Both the Organizer and Awardee shall be respectively responsible for the declaration and settlement of its tax obligations in accordance with the applicable laws.
13. Organizer reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential Awardee, if any. If an Award is legitimately claimed, it will be awarded.
14. Organizer is not responsible for any inability or unwillingness of an Awardee to accept or use an Award (or portion thereof) for any reason. Awards details not specifically stated in these Terms and Conditions, will be determined in the Organizer's sole discretion. To the fullest extent allowable under applicable law, all taxes (if applicable) (including, without limitation, national, federal, state, provincial, and/or local taxes), as well as any expenses arising from acceptance or use of the Awards and not specified in these Terms as being provided as part of the Awards, are the sole responsibility of the Awardees. Organizer is not responsible for and will not replace any lost, mutilated, or stolen Awards or Awards element or any Awards that is undeliverable or does not reach an Awardee because of incorrect or changed contact information. If an Awardee does not accept or use the entire Awards for any reason, the unaccepted or unused part of the Awards will be forfeited, and the Organizer will have no further obligation with respect to that Awards or portion of the Awards. No transfers or substitutions will be made, except at Organizer's sole discretion. Organizer reserves the right to substitute any stated Awards or any component thereof with another Awards or component of equal or greater value for any reason. No more than the stated Awards will be awarded. Entrants waive the right to assert as a cost of receiving the Awards, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said Awards.
15. All the cash is paid in USD and will be paid to the winner's bank account, but winners are responsible for their own bank fees. If a bank account is not possible in the winner's country or for the winner's reasons, Paypal, alternative arrangement, will be made. The Organizer does not account for or have any liability for any prize winner's bank fees and charges that may be levied in currency conversion and transactions by the participating banks or institutions. The winner represents and warrants that its beneficiary account, including Paypal and bank account, shall be opened with the winner's personal identity information and as to the PayPal account, the screenshots and/or other materials shall be provided according to Organizer's requests to prove that such PayPal account has passed the real-name authentication with winner's personal identity information; otherwise, Organizer shall be entitled to

request the winner to change such beneficiary account and the delayed payment due to such account change shall not constitute an overdue payment. Please be noted that the cash Prize paid via Paypal will be delivered by a designated payment service provider, and all winners who will receive the cash Prize agree that the Organizer has the right to share your personal information to a payment service provider for the purposes of facilitating the payment of the Prize.

§ 7.

Prize Pool and Structure

1. The total sum of prizes awarded in the Challenge (“**Prize Pool**”) quantified in United States Dollar (USD) amounts and will not exceed [USD 30,000] (or its equivalent in applicable local currency).
2. There are [33] winners to be awarded in this challenge. The amounts and types of prizes (“**Prize structure**”) are set as follows:
 - a) Award 1: First/Second/Third Place and Honorable Mentions/Runner Ups
 - a. 1st Place (Top 1): 5000USD each
 - b. 2nd Place (Top 2): 3000USD each
 - c. 3rd Place (Top 3): 2000 USD each
 - d. Runner Ups (Top 4~13): 1000USD each
 - e. Honorable Mentions (Top 14~23): 500USD each
 - b) Award 2: People's Favourites (Top 1~10): 500USD each
3. An Entrant can only win a maximum of 1 prize. If you enter multiple Entries, only the highest scoring effect (according to the above criteria) will be taken into consideration.
4. Where the actual amount of eligible Entries received by the Organizer during the Submission Period is less than the number of Prizes set out above, Organizer reserves all the right, in their sole discretion, to cancel and reduce the number of Prizes set out to match the actual amount of Entries received by Organizer correspondingly.

§ 8.

Intellectual Property Rights

1. By entering the Challenge, you declare that you are the author of the Entry and you have all applicable intellectual property rights to all elements of the Entry submitted in the Challenge and that they do not infringe third party rights.
2. All source files of the Entries remain the intellectual property of the individuals that developed them for the purpose of this Challenge.
3. **By participating in the Challenge, each Entrant grants the Organizer an irrevocable, transferable, sublicensable, non-exclusive, unlimited, free, worldwide, and for the maximum term allowed by local law license in order to publish videos or photos made using the Entry on websites and social media channels designated by the Organizer or TikTok.**
4. The Entrant is liable to the Organizer in the event that his/her application for participation in the Challenge or the Entry violates the rights of third parties or generally applicable law.
5. In the event of any claims by third parties against the Organizer for infringement of their copyright as a result of Organizer's use of the Entry, the Organizer shall immediately notify the Entrant of this fact, who undertakes to take over the above claims.
6. In connection with your participation in the Challenge, you may acquire information or materials which are of a confidential or proprietary nature. You agree to use such confidential information only in connection with your participation in the Challenge and agree to hold in confidence and to not disclose confidential information to any person or entity without the prior written consent of the relevant entity. You understand and agree that a violation of this confidentiality obligation may result in immediate termination from the Challenge, among other remedies that may be sought by and available under law.

§ 9.

Complaints

1. Entrants have the right to lodge complaints regarding the way the Challenge is carried out. The complaint should include:
 - a) name and surname of the Entrant;
 - b) mailing address;
 - c) exact description of reasons for lodging a complaint.
2. Complaints should be sent via email to: [contentcreator@hoyoverse.com]. If you have any questions about Effect House, you may send an email to effect_house_support@tiktok.com.
3. Complaints can be submitted no later than 14 days from the date of Challenge Announcement Date. The date of complaint submission is the date of its delivery to the Organizer's email account.
4. The Organizer shall respond via email to the complaint no later than within 30 days of receiving it in a correct and complete form.
5. Complaints not containing any of the elements specified in point 1 above or submitted after the deadline specified in points 2-3 above shall not be considered by the Organizer.

§ 10.

Final Provisions

1. Terms and Conditions are available for inspection at the Organizer's office and at the Challenge page.
2. These Terms and Conditions, and the rules posted on the Organizer's designated website and Challenge page contain the entire agreement between you and the Organizer. Where there is a conflict between these Terms and Conditions and any other document, Policies or agreements, these Terms and Conditions will take precedence.
3. The Organizer has the exclusive right to amend the Terms and Conditions. Participants will be notified of any changes.
4. The Organizer may change the Terms and Conditions in the event of:
 - a) inability to conduct the Challenge at the originally set date due to reasons beyond the Organizer's or TikTok's control, the occurrence of which they could not foresee even with due diligence;
 - b) legal obligation to make changes, including the obligation to adjust the Terms and Conditions to the current legal state.
5. A change to the Terms and Conditions may not result in a worsening of the situation of Entrants.
6. The Organizer shall inform Entrants of changes to the Terms and Conditions by publishing the amended version on the Organizer's website at least 7 days before the changes come into force.
7. An Entrant who does not agree with the changes to the Terms and Conditions may resign from the Challenge until the announcement of the results by submitting a statement of resignation to the Organizer. A statement referred to in the preceding sentence may be sent to the Organizer at the address specified in § 9.2 of the Terms and Conditions. Resignation from the Challenge due to changes in the Terms and Conditions will result in the expiry of the license to the Organizer granted by the Entrant.
8. If any provision of the Terms and Conditions, several or part of these provisions are or will become ineffective, it does not make other provisions ineffective. An ineffective provision should be replaced with an appropriate effective provision.
9. In matters not covered by these Terms and Conditions, the provisions of generally applicable laws of Singapore, in particular the relevant provisions of the Civil Code, shall apply, unless it is not possible due to the need to apply the provisions of the law of the residency of the Entrant.
10. By participating in this Challenge you release, indemnify, defend and hold harmless both TikTok and Organizer, and their respective parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Challenge, and all of their respective past and present officers, directors, employees, agents and representatives ("**Released Parties**") from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees), including but not limited to negligence and damages of any kind to persons and property,

defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entrant's entry, creation or submission of the Entry, participation in the Challenge, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Entry as authorized or licensed by these Terms and Conditions.

11. Without limiting the foregoing, the Released Parties shall have no liability in connection with:
 - a) any incorrect or inaccurate information, whether caused by TikTok or Organizer's electronic or printing error, or by any of the equipment or programming associated with or utilized in the Challenge;
 - b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Challenge page;
 - c) unauthorized human intervention in any part of the entry process or the Challenge;
 - d) technical or human error which may occur in the organization or administration of the Challenge or the processing of Entries; or
 - e) any injury or damage or property which may be caused, directly or indirectly, in whole or in part, from the Entrant's participation in the Challenge or receipt or use or misuse of any Prize.
12. The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Entries or for address or email address changes of the Entrants. Proof of sending or submitting the aforementioned will not be deemed to be proof of receipt by TikTok or Organizer. If for any reason any Entry is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is to request the opportunity to resubmit their Entry. Such a request must be made promptly after the Entrant knows or should have known there was a problem and will be determined at the sole discretion of TikTok and Organizer.
13. Terms and Conditions come into force on the day of its publication on the Challenge page.