

#EffectHouse Hashtag Challenge

Terms and Conditions

TikTok proudly presents the **#EffectHouseCreators Hashtag Challenge** (this "**Challenge**"), a promotion where effect designers are challenged to create filmmaking effects! The Challenge will be held from June 14, 2023, 00:00 AM UTC and ends July 05, 2023, 11:59 PM UTC (the "**Challenge Period**"). Participants will have the chance to win a unique profile frame, and win a \$100 cash reward or gift cards.

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

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 defined in Section 1, below), 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.

If you are resident in the EEA, United Kingdom or Switzerland, the [Rewards Policy](#) shall also apply to your participation in this Challenge. In the event of any conflict between these Terms and the [Rewards Policy](#), the [Rewards Policy](#) 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. Sponsor

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, 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 Australia or New Zealand, the Platform is provided by TikTok Pte. Ltd.

2. Eligible Participants

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

- RESIDENTS OF THE FOLLOWING COUNTRIES ARE EXCLUDED FROM PARTICIPATION, AFGHANISTAN, AMERICAN SAMOA, ANGUILLA, THE BALKANS, BANGLADESH, BELARUS, BRAZIL, BURMA, CHINA, CAMEROON, COTE D'IVOIRE (IVORY COAST), CRIMEA, CUBA, DEMOCRATIC REPUBLIC OF CONGO, DOMINICA, DONETSK, EQUATORIAL GUINEA, FIJI, GABON, GHANA, GUAM, HAITI, IRAN, IRAQ, ITALY, LEBANON, LIBERIA, LIBYA, LUHANSK REGIONS OF UKRAINE, MOLDOVA, MONACO, MONTENEGRO, MYANMAR, NORTH KOREA, PALAU, PANAMA, PARAGUAY, PAKISTAN, RUSSIA, SAINT LUCIA, SAMOA, SEYCHELLES, SOUTH SUDAN, SUDAN, SYRIA, THE CENTRAL AFRICAN REPUBLIC, TIMOR-LESTE, TRINIDAD AND TOBAGO, TURKEY, US VIRGIN ISLANDS, UZBEKISTAN, VANUATU AND ANY COUNTRY, STATE, PROVINCE OR TERRITORY WHERE THE LAWS OF THE UNITED STATES OR LOCAL LAW PROHIBITS PARTICIPATING OR RECEIVING A PRIZE IN THE CONTEST
- at least 18 years of age or the age of majority as applicable in your jurisdiction as of the start date of the Challenge; and
- have successfully logged into the Effect House software before entering into this Challenge.
- You have authority to accept these Terms personally or on behalf of the legal entity you represent.
- Your account on the Platform is in good standing with TikTok Policies;

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.

3. How to Participate in this Challenge

Participation in this Program is free of charge. No purchase or entrance fee of any kind is required.

You may access the Challenge page by clicking on the Challenge banners on the Effect House website or software, or hyperlink in TikTok push or TikTok inbox messages about this Challenge on the Platform, and follow the instructions set out on how to participate. By participating, you accept and agree to be bound by these Terms.

To participate in this Challenge, Eligible Participants must create and post a video on the TikTok Platform which meets the following requirements ("**Eligible Video**"):

- a. The content of the video must be about Effect House, including but not limited to, using Effect House to create effects;
- b. The video must contain the hashtag #Effecthouse.
- c. The video length must be more than 5 seconds.
- d. The video must be publicly visible.
- e. Follows all applicable laws and all TikTok Policies, including without limitation the TikTok [Community Guidelines](#) and [Effect Guidelines](#).
- f. Is original to you and exclusively created and owned by you (or include content that is in the public domain), and you must have all rights, licenses and authorizations necessary to all content within the video, including written permission from anyone appearing in the video (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.

Once an Eligible Video is actually received by us, it is referred to in these Terms as an "**Entry**". You may enter as many Entries as you want within the Challenge Period. Entries generated by script, macro or other automated means are void. You may participate using only one TikTok account. If you attempt or are suspected of attempting to enter using more than one TikTok account, or using robotic, automatic, programmed or any other methods of participation not authorized by these Terms, it shall be deemed as tampering and will void your Submission. Multiple entrants are permitted to share the same TikTok account or email address.

Entry(ies) must be submitted between June 14 , 2023, 00:00 AM UTC and ends July 5, 2023, 11:59 PM UTC ("**Entry Period**").

Entries will be declared ineligible 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. Any Entry deemed by TikTok to be in

violation of the requirements in this section, or that is otherwise inappropriate, will be disqualified by TikTok in its sole and absolute discretion.

4. How to Collect Rewards

By participating in this Challenge, Eligible Participants will be able to collect one or more of the following rewards ("**Rewards**") in accordance with these Terms.

4.1 Profile Frame Reward

Eligible Participants whose Entries get at least 300 video views (cumulative) on the TikTok Platform during the Challenge Period, will be awarded a TikTok profile frame that is exclusive to this Challenge. You may refer to the Challenge page for how it looks.

If more than one of your Eligible Video gets , only one profile frame will be awarded to you.

The profile frame is a virtual item for TikTok users' profile pictures without any monetary value.

The profile frame will be awarded by July 14 2023, 23:59 (UTC) and valid for 14 days.

If you are eligible for Profile Frame Reward(s), the Profile Frame Reward will be automatically made available on your account . You can check your profile page to see if the Profile Frame Reward is available for you.

After you apply the profile frame, it will be visible on your profile page, For You feed, and Following feed.

If you already have a valid profile frame in use, you can choose which one to apply by clicking the 'Change frame' button on the profile panel on your profile page.

4.2 Cash and gift card reward

4.2.1 Cash and gift card rewards details:

- a. The total sum of prizes awarded in this Challenge quantified in United States Dollar (USD) amounts and will not exceed 1,000 USD (or its equivalent in applicable local currency).
- b. There are 10 winners to be awarded in this Challenge. The amounts and types of rewards are set as follows:
 - i. Challenge Winners (Top 1-5) : 100 USD per winner
 - ii. Excellent works(Top 6-10): Gift Card (ARV: \$100 USD) per winner
- c. An Entrant can only win a maximum of 1 prize within each prize structure. If you enter multiple Entries, only the highest scoring effect (according to the above criteria) will be taken into consideration.

- d. Where the actual amount of eligible Entries received by Sponsor during the Submission Period is less than the number of Prizes set out above, Sponsor 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 Sponsor correspondingly.
- e. If a Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the Prize with another Prize of equal or greater value (such as Carrefour or Amazon gift cards).

4.2.2 Selection of winner and rewards payment:

- a. All effects from Entrants will be judged by a panel of judges selected by Sponsor in its sole discretion (“Judges”). Judges will be employees of Sponsor as well as external independent judge(s).
- b. Selection of winners will occur between 10:00 AM, July 6, 2023 in Pacific Time (UTC-8) and 11:59 PM, July 12, 2023 in Pacific Time (UTC-8). (“Judging Period”). During the Judging Period, Sponsor will judge every single eligible Entry and make its decision on the Prizes winner based on the criteria below:

Challenge Winners and Excellent Works will be selected based on the ranking of total scores (max 100 scores) accumulated by:

1. 0~25 scores: Creativity – How creative, original, or innovative is the idea?
 2. 0~25 scores: Craftsmanship – What technical capabilities did you use to take advantage of the Effect House platform?
 3. 0~25 scores: Visual Fun – How does the entry bring the world of Peridot to life in an authentic way?
 4. 0~25 scores: Popularity – How does your effect resonate with creators and users?
- c. 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.
 - d. 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 Sponsor of liability; (c) a publicity release; and (d) acknowledging compliance with these Rules.

- e. THE AWARD OF A PRIZE TO A POTENTIAL WINNER 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 Winner until the Winner Agreement has been completed and verified, even if prospective winners have been announced verbally or on Sponsor' s website. The final decision to designate a Winner shall be made by Sponsor
- f. Neither Sponsor nor TikTok are responsible for the Winners inability to collect the Prize for reasons attributable solely to the Winner.
- g. Sponsor reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential Winner, if any. If a Prize is legitimately claimed, it will be awarded.
- h. Sponsor is not responsible for any inability or unwillingness of a Winner to accept or use a Prize (or portion thereof) for any reason. Prizes details not specifically stated in these Rules, will be determined in Sponsors 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 Prizes and not specified in these Rules as being provided as part of the Prizes, are the sole responsibility of the Winners. Sponsor is not responsible for and will not replace any lost, mutilated, or stolen Prizes or Prizes element or any Prizes that is undeliverable or does not reach an Winner because of incorrect or changed contact information. If a Winner does not accept or use the entire Prizes for any reason, the unaccepted or unused part of the Prizes will be forfeited, and Sponsor will have no further obligation with respect to that Prizes or portion of the Prizes. No transfers or substitutions will be made, except at Sponsor' s sole discretion. Sponsor reserves the right to substitute any stated Prizes or any component thereof with another Prizes or component of equal or greater value for any reason. No more than the stated Prizes will be awarded. Entrants waive the right to assert as a cost of receiving the Prizes, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said Prizes.
- i. Prizes will be distributed to each Winner by TikTok within ten (10) business days after the Winner has been successfully contacted and provided that the formalities referred to above are completed by the Winner within the time specified and the Entry is positively verified:

- i. Cash Prizes: Cash prizes will be paid to the relevant Winners TikTok accounts. Winners agree to accept funds transferred to their TikTok payment account within thirty (30) days of any such transfer, or funds may be forfeited and unavailable for withdrawal. Winners further agree and acknowledge that TikTok reserves the right and is authorized to withhold from such payments any amounts it is required to withhold and pay over to any governmental authority under applicable law, and any such withheld amounts shall be treated as paid to Winners by TikTok
- ii. Gift Card Prizes: gift card redemption code will be sent to Winners by TikTok in-app messages. Winner should follow the third party's guidance in the in-app message, and Winner might be redirected to a third party website (e.g. Amazon, depending on Winner's region). Winners should redeem gift card(s) within the term of validity of each gift card as specified on the gift card page. The gift cards are also subject to the applicable terms on the third party website. Winners may need to log in to a third party account to redeem the gift card.

IF WINNER IS SUBJECT TO ANY TAXES (INCLUDING ANY PENALTIES OR INTEREST THEREON) AND EXPENSES IMPOSED BY ANY JURISDICTION IN RELATION TO A PRIZE, SUBJECT TO ANY UNWAIVABLE LOCAL CONSUMER LAW RIGHTS WINNER MAY BENEFIT FROM, WINNER WILL BE RESPONSIBLE FOR THE PAYMENT OF SUCH TAXES (INCLUDING ANY RELATED PENALTIES OR INTEREST) TO THE RELEVANT TAX AUTHORITY.

5. Rewards Conditions

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

Rewards cannot be transferred to other TikTok users, and are not exchangeable, assignable, substitutable, or replaceable.

We are not responsible for a participant'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 who does not comply with TikTok Policies and/or any applicable laws at any

stage of this Program including after notification of Rewards.

You may receive Rewards as a gratuity from TikTok and not in exchange for monetary value or consideration of any kind. Rewards are not the property of any user and cannot be sold, attached, seized, levied upon, pledged, or transferred under any circumstances including, without limitation, by operation of law, upon death, or in connection with any dispute or legal proceeding.

Our decisions will be final and binding in all matters relating to this Program, including interpretation of these Terms 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 Program such that his or her participation in this Program could potentially create the appearance of unfairness or impropriety.

6. How to Opt Out of this Challenge

If you no longer wish to participate in this Challenge, you can opt out of this Program by ceasing creating Eligible Videos and changing the visibility settings of existing Eligible Videos.

After you opt out, you can redeem the Reward(s) that you have already collected before you opt out. You can also re-enter this Challenge by creating Eligible Videos again during the Challenge Period.

7. Abuse of this Challenge

We reserve the right to disqualify you from this Challenge, or to suspend the availability of the Rewards to you, if we have reasonable grounds to believe that you:

- have tampered with or attempted to tamper with the process or the operation of this 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 this Program that attempts to inappropriately manipulate your chances of being awarded Rewards
- have made any misrepresentations in respect of, abused or employed, any illegal or criminal activity (including fraud) in connection with this Challenge.
- misled or attempted to mislead anyone in connection with the Challenge, and/or
- Have violated any applicable laws.

Entries automatically generated or liked by a computer, or other automatic methods will not be eligible and will not be counted.

You acknowledge and agree that if you violate these Terms or the Terms of Service, TikTok will be entitled to regulate, suspend and/or terminate your applicable TikTok account, including all Rewards, in TikTok's sole discretion as it deems appropriate and TikTok will not be liable to you or any third party for any loss or damage in connection with the violation or loss of the Rewards.

8. Limitation of Our Liability and Indemnification

You should redeem your Reward(s) within the term of validity of each Reward as specified on the Reward page. The Rewards are also subject to the applicable terms on the third party website. You need to log in to your third party account to redeem the Reward. We are not responsible for any and all liability for any injuries, loss or damage of any kind arising from the third party website.

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

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, or any inaccessibility or unavailability of the internet or TikTok. You are solely responsible for ensuring that the information you provide to redeem a Reward is accurate. TikTok is not responsible for any losses caused by the provision of inaccurate information.

This Program and the Rewards are provided for 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 this Program, or announcement of the Rewards and/or all program-related materials.

By participating in this Program, 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 this Program, 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 Challenge cannot be conducted as planned for any reason, including those reasons beyond our control.

We cannot guarantee that your participation in this Program will result in increased views or use of effects, or in any other results whatsoever.

9. Privacy

For the purpose of this challenge, your personal information will be processed in accordance with our [Privacy Policy](#).

We will display Winners' username, profile picture and Entry on the Challenge Prompt page (hyperlink to Mission Prompt), Effect House social account on third party platforms (such as facebook) as well as Effect House Discord community (<https://discord.com/invite/effecthouse>). If you do not want your username, profile picture being displayed, you may opt out of the Mission at any time.

10. 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.

By participating in the Program, you agree that TikTok may display your username, account photo and any other profile-related information.

This Program is skill-based and does not involve any form of luck or auctions. There is no charge for participation in this Program. Other than as expressly set out in these Terms, we do not make any promises or commitments about this Program, such as the specific function of this Program, or its reliability, availability, or ability to meet your needs.

We reserve the right to expand, suspend, postpone or cease this Program at any time for legitimate reasons with prior notification by the same means of initial communication in accordance with applicable law and award the Rewards based on the collectable Rewards prior to such cancellation, modification, or suspension.

TikTok reserves the right, in its sole discretion, to terminate any program, in whole or in part, and/or modify, amend or suspend any program, and/or these Terms in any way, at any time, for any reason with prior notification by the same means of initial communication in accordance with applicable law.

For questions related to this Program, you may send an email to 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.

These Terms are written in English and may be translated into different languages. In the event of discrepancy between English and other versions, the English version shall prevail.

All programs 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.

You may receive promotional email communications from TikTok from time to time about the Program. If you would like to unsubscribe from these promotional emails, you can click the 'unsubscribe' button at the bottom of the email. Please note that if you do opt-out, TikTok may still send non-promotional communications in relation to our relationship or as otherwise permitted by law.

11. Additional Jurisdiction-Specific Terms

Canada-Specific Terms

INDEMNIFICATION BY ENTRANT. By entering a Mission, participant releases and holds harmless TikTok, its affiliates, subsidiaries, related companies, advertising and promotional agencies and prize suppliers (collectively, the “Mission 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 Mission, any breach of these Terms, applicable laws or any TikTok Policy, or in any Rewards-related activity. The entrant agrees to fully indemnify the Mission Parties from any and all claims by third parties relating to a Mission, without limitation.

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.

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 Mission, including Missions and the processing of the Mission 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 Mission. You may exercise your data protection rights by contacting us via the [Privacy Report](#).

We will display your username and profile picture on the [Mission page (hyperlink to Mission Prompt)], 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.

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

License

You acknowledge and agree that your participation in the Mission 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.