

The Exploding Kittens 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, SPONSOR, AND THE ORGANIZER.

§ 1.

General provisions

1. This document (these "**Terms and Conditions**") determines the terms and conditions of The Exploding Kittens Challenge ("**Challenge**") administered by a Polish limited liability company LENSLIST SP. Z O.O. having its legal seat in Warsaw, Poland under address: Solec 81B / 73A, 00-382 Warsaw, Poland, entered into the commercial register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division, under the KRS number: 0000929279, having tax identity number (NIP): 5213944791 and share capital: PLN 5,000.00 (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. The rules for the processing of personal data for the purposes of the Challenge will be specified in the Privacy Policy available on the Challenge page.
3. Prize Sponsor, Organizer and Entries Processor:
 - a) Prizes are sponsored by: Exploding Kittens, Inc., a Delaware corporation having a business address at 7162 Beverly Blvd, Los Angeles, CA 90036, USA. ("**Sponsor**")
 - b) Organizer: LENSLIST SP. Z O.O., Solec 81B / 73A, 00-382 Warsaw, Poland.
 - c) Entries are processed by: TikTok Information Technologies UK Limited, with its registered office at 6th Floor, One London Wall, London, EC2Y 5EB, United Kingdom and company number 10165711. ("**TikTok**"). TikTok is not the promoter of this Challenge. Entries are processed through the Effect House platform as stated in article 5 of these Terms and Conditions.
4. Sponsor and Organizer reserve 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.

§ 2.
Dates and Timing

1. Submission Period: Entries must be submitted between November 1st, 10 AM PST and November 26th, 2023, 23:59:59 PST. (“**Submission Period**”).
2. Judging Period: Selection of winners will occur between November 27th and December 10th (“**Judging Period**”).
3. Winners Announced: Winners will be announced on or around December 11th 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 the age of majority in your country of residence as of the start date of the Challenge (“**Eligible Individuals**”).
2. To enter, you must be (a) legal resident of a country where the TikTok application is available.
3. This Challenge is not open to:
 - a) Individuals who are residents of countries noted in the EU list of non-cooperative jurisdictions: American Samoa, Anguilla, Dominica, Fiji, Guam, Palau, Panama, Samoa, Trinidad and Tobago, US Virgin Islands, Vanuatu, Seychelles, as well as any country that is under any trade or economic sanction or where the local law prohibits their participation or receipt of a prize in any contest and specifically excludes Russia, Crimea, Donetsk, and Luhansk regions of Ukraine, Cuba, North Korea, Iran, and Syria.
 - b) Employees or independent contractors of Sponsor, 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 Sponsor, TikTok or Organizer during the Submission Period or Judging Period, or who provided professional services on behalf of Sponsor, 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.

4. 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 Sponsor, 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 or Sponsor in their 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 Terms 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 at: <https://effecthouse.tiktok.com/download/>;
 - c) Create an effect by following the requirements on the Challenge page;
 - d) When submitting effects, check The Exploding Kittens 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. Winners' personal data will also be gathered and stored by the Organizer in compliance with the GDPR and in accordance with the Organizer's Privacy Policy.
 7. Entrants may also receive notifications about the Challenge from the Sponsor.
 8. The Sponsor, Organizer and TikTok reserve the right to disqualify any Entrant or Entry that does not comply with these Terms and Conditions in its sole discretion. Sponsor, Organizer or TikTok are not obligated to notify you if your Entry has been disqualified.
 9. The Sponsor, Organizer and TikTok reserve the right to remove inappropriate, offensive, and/or harmful Entries as well as Entries that do not fit the Challenge theme.
 10. 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 the 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 been submitted and won other challenges;
 - d) Entry must not be unlawful, threatening, abusive, fraudulent, deceptive, defamatory, harmful to minors, or indecent in any way, as determined by Sponsor, 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;
- f) Entry must not affect Sponsor, TikTok or Organizer adversely or reflect negatively on Sponsor, TikTok, Organizer or the Challenge, including Sponsor's, TikTok's and Organizer's clients, affiliated companies, partners, 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 he/she is 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) Entrants 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 both TikTok and Sponsor in their sole discretion ("**Judges**").
2. Judges will use the following criteria according to the percentage weights indicated (the "**Criteria**") to evaluate the Entries:
 - a) 25%: Creativity – How creative, original, or innovative is the idea?;
 - b) 25%: Craftsmanship – What technical capabilities did you use to take advantage of the Effect House platform?;
 - c) 25%: Theme – Does your effect fit into the Exploding Kittens theme?;
 - d) 25%: User-focus – Is your effect interactive, intuitive and focused on user experience?;
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, provided the Entrant meets all eligibility criteria and requirements.
4. If two or more Entries are tied, the panel of Judges will vote on the tied Entries.
5. 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, TikTok or Sponsor, because of these familiarities or similarities.

6. All communication with the awarded Entrant ("**Awardee**") will be done through the email address provided to TikTok.
7. Both Organizer and Sponsor shall have the right to request, and the Awardee shall be obliged to submit source files concerning the awarded task within 7 days of the Organizer's or Sponsor's request in a manner indicated by the Organizer or Sponsor.
8. The Awardee will receive a form to gather Awardee's data necessary to fulfill the Prize payment ("**Awardee Agreement**") at their provided email 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 email 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.
9. The Award will be delivered within 90 days from the announcement date, provided that the formalities referred to above are completed by the Awardee within the time specified and the Entry is positively verified.
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 Challenge website. The final decision to designate an Awardee shall be made by Sponsor and Organizer.
11. Neither the Organizer nor Sponsor or TikTok are responsible for the Awardee's inability to collect the Award for reasons attributable solely to the Awardee.
12. The Organizer will deduct a flat-rate tax on prizes from the Award, in accordance with the applicable regulations. The entire Award of a resident or non-resident of Poland who does not have a certificate of residence is subject to a 10% flat-rate income tax, provided that the Awardee does not conduct artistic and professional activity in the scope covered by the Challenge. If the Awardee, a non-resident without a certificate of residence, conducts artistic and professional activity in the field covered by the Challenge, their Award will be subject to a 20% flat-rate income tax
13. If the Awardee, who is a non-resident, presents a certificate of residence, the Organizer will not charge a 10% flat-rate income tax, provided that the relevant double taxation

avoidance agreement states so or the Organizer will apply the tax rate resulting from this agreement. In order for the Organizer to apply the provisions of the double taxation avoidance agreement, the Awardee undertakes to immediately present the certificate of residence and send its confirmation to the Organizer's e-mail address, no later than by 45 days from the announcement date.

14. 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.
15. 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.
16. A valid bank account is required for Awardees to receive payment of their Award.
17. All costs of transferring the Award are borne by the Organizer.

§ 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 \$20,000 USD.
2. There are 18 prizes to award in this Challenge. The amounts and types of prizes ("Prize structure") are set as follows:

- a) 1 x \$5000;
 - b) 1 x \$3000;
 - c) 1 x \$2000;
 - d) 5 x \$1000;
 - e) 10 x \$500
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. Sponsor and Organizer reserve the right to change both the Prize Pool and Prize Structure during and after the Submission Period.
 5. Prizes are non-transferable by the Awardee. Sponsor in its sole discretion has the right to make a prize substitution of equivalent or greater value. Sponsor will not award a prize if there are no eligible submissions entered in the Challenge, or if there are no eligible Entries for a specific prize.

§ 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 Exploding Kittens, Inc and entrants have been granted a limited license to use for the sole purpose of submitting an entry into this Contentt
3. By participating in the Challenge, each Entrant grants both Sponsor and 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 Sponsor, 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 regarding the information included in the Challenge website or the Judging process should be sent via email to Sponsor at: support@explodingkittens.com. Complaints regarding the Prize payment should be sent via email to Organizer at: info@lenslist.co. 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 Data. 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 neither by the Organizer nor the Sponsor.

§ 10. Final Provisions

1. Terms and Conditions are available for inspection at the Organizer's office and at the Challenge website.
2. These Terms and Conditions, the rules posted on the Organizer's designated website and Challenge page together with the terms provided in the Privacy Policy, TikTok's Terms of Service, Privacy Policy, Community Guidelines, TikTok Effect House Terms of Service and Effect Guidelines, 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.
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, Sponsor'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 and Sponsor shall inform Entrants of changes to the Terms and Conditions by publishing the amended version on the Challenge 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 point 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 Polish law, 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 residence of the Entrant.
10. By participating in this Challenge you release, indemnify, defend and hold harmless both Sponsor 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 Sponsor, 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 to 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 Sponsor, 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.