

# [MY] Terms and Conditions of TikTok Effect House #InspirasiRamadan & #InspirasiRaya Effect Mission

## Terms and Conditions of TikTok Effect House #InspirasiRamadan & #InspirasiRaya Effect Mission

These are the terms and conditions ( “**Terms**” ) of the TikTok Effect House #InspirasiRamadan & #InspirasiRaya Effect Mission Campaign (the “**Campaign**” ) run by TikTok Pte Ltd. These Terms form a binding legal agreement between TikTok or one of its affiliates (collectively such entities will be referred to as “**TikTok**” , “**we**” or “**us**” ) and you. By participating in this Campaign, you ( “**Participant**” ) warrant that you meet the eligibility requirements set out below and agree to abide by these Terms, including any subsequent revisions or amendments made from time to time, as well as to our [Privacy Policy](#), [Terms of Service](#), [Community Guidelines](#) and other policies on the applications owned or controlled by us, including, without limitation, TikTok mobile application ( “**TikTok Platform**” ).

Please read these Terms carefully before participating in the Campaign. If you do not agree to these Terms, please do not participate in the Campaign. We reserve the right to change any term hereunder or cease the Campaign at any time without prior notification to the Participant.

### 1. When is the Campaign Period?

The Campaign will have 2 phases and **phase 1 (#InspirasiRamadan)** will begin at 12:00pm on 17 March 2023 (the “**Start Date**”) and ends at 11:59pm on 27 March 2023 (the “**Closing Date**”) in Malaysia. **Phase 2 (#InspirasiRaya)** will begin at 12:00am on 28 March 2023 (the “**Start Date**”) and ends at 11:59pm on 8 May 2023 (the “**Closing Date**”) in Malaysia. All times listed are in Kuala Lumpur time zone (GMT+8).

### 2. Who is Eligible to Enter?

The Campaign is open to TikTok Platform users residing in Malaysia (the “**Territory**”) who are above 18 years old. Officers, directors, employees, agents, contractors and sponsors of TikTok, and its parent company, subsidiaries and affiliated companies (collectively, “**Affiliates**” ) are

not eligible to participate in this Campaign. We reserve the right to refuse an entry from any person, at our sole and absolute discretion. You are responsible for ensuring that you are legally eligible to participate in this Campaign under the laws and regulations of the Territory. We reserve the right to disqualify you at any time, if, in our absolute discretion, we believe that you have contravened any of these Terms or if you will or could bring us or our partners into disrepute.

### 3. How to Join?

**Step 1:** Login to TikTok effect house platform (<https://effecthouse.tiktok.com/>) and download the Effect House software.

**Step 2:** On the Submit form, fill in your created effect category and select "#InspirasiRamadan Effect Mission" for phase 1 or "#InspirasiRaya Effect Mission" for phase 2 under Challenge.

The screenshot shows the submission interface for an effect named 'Face Warp'. It includes a 'Category' dropdown menu, a 'Challenge' dropdown menu with 'Father's Day Effect Mission' selected, and an 'Upload demo video' button. Below the upload button, there are demo video requirements: Aspect ratio: Portrait (9:16), File format: MOV or MP4, Max file size: 32 MB, and Max video length: 15 seconds. At the bottom, there is a 'Submit' button.

### 4. What Prizes Will I Get?

Phases	Effects Genre	Judging Criteria the effect	Awards Points
<b>Phase 1 - Inspirasi Ramadan</b>	<ul style="list-style-type: none"> <li>• Randomizer</li> <li>• Effect Frame</li> <li>• 3D World AR</li> <li>• Gamified Effect</li> <li>• Funny Effect</li> <li>• Beauty Effect</li> </ul>	<ul style="list-style-type: none"> <li>• 50% theme (Ramadan &amp; Raya related),</li> <li>• 20% Inspiration</li> <li>• 15% Creativity &amp; Craftmanship,</li> <li>• 15% User-focus</li> </ul>	<ul style="list-style-type: none"> <li>• Each effect will be awarded with 50 points.</li> <li>• While Gamified Effect &amp; 3D World AR effect will be awarded with 80 points</li> </ul>

			<ul style="list-style-type: none"> <li>• Effect will be awarded with extra 50 points if it manage to hit every 50K usage. For example, 50 points for 50K usage, and another 50 points when hit 100K and so on.</li> <li>• Promote your own video with #InspirasiRamadan to get extra 20 points for each video.</li> <li>• <b>Simple Basic Filter Effect is excluded from this category</b></li> </ul>
<b>Phase 2 - Inspirasi Raya</b>	<ul style="list-style-type: none"> <li>• Randomizer</li> <li>• Effect Frame</li> <li>• Beauty Effect</li> <li>• Funny Effect</li> <li>• Gamified Effect</li> <li>• 3D World AR Effect</li> </ul>	<ul style="list-style-type: none"> <li>• 50% theme (Ramadan &amp; Raya related),</li> <li>• 20% Inspiration</li> <li>• 15% Creativity &amp; Craftmanship,</li> <li>• 15% User-focus</li> </ul>	<ul style="list-style-type: none"> <li>• Each effect will be awarded with 50 points.</li> <li>• While Gamified Effect &amp; 3D World AR effect will be awarded with 80 points</li> <li>• Effect will be awarded with extra 50 points if it manage to hit every 50K usage. For example, 50 points for 50K usage, and another 50 points when hit 100K and so on.</li> <li>• Promote your own video with #InspirasiRaya to get extra 20 points for each video.</li> <li>• <b>Simple Basic Filter Effect is excluded from this category</b></li> </ul>
<b>Total</b>			<ul style="list-style-type: none"> <li>• Leaderboard will be updated at the end of every phase.</li> <li>• Top 5 users that collected the most points will be able to get prizes. <ul style="list-style-type: none"> <li>◦ First user = USD 500</li> <li>◦ Second user = USD 200</li> </ul> </li> </ul>

- 3rd user to 5th user = USD 100 each
- Top 6 - Top 15 users will get TikTok merchandise accordingly. Merchandise will be delivered via stock availability.

## **Judging Criteria:**

### **General Rules:**

- Effect Mission will be divided into 2 different phases, Inspirasi Ramadan - Phase 1 and Inspirasi Raya - Phase 2.
- Main playing method will be collecting points and leaderboard ranking.
- Top 15 winners with the most points will be awarded with prizes.
- Entries will be scored based on the basis of their theme, popularity, creativity and quality according to the following judging criteria in order for them to collect points.

<b>Criteria</b>	<b>Explanation</b>	<b>Rating Weight</b>
Theme	Does your effect fit into the set theme?	50%
Inspiration	Is your effect full of inspiration and able to educate or bring knowledge to others?	20%
Creativity & Craftmanship	How creative, original, or innovative is the idea & what technical capabilities did you use to take advantage of the Effect House platform?	15%
User-focus	Is your effect interactive, intuitive and focused on user experience?	15%

## **5. Receiving your prize(s)**

Participants who have successfully won the Campaign will be notified via TikTok's in-app push notifications and will be announced on 8th May 2023 via TikTok in-app push ("**Winners**").

Winners have seven (7) days from the time and date of the notification being sent to (i) respond to the message from TikTok (ii) provide proof of eligibility (which may include presenting identification, such as drivers' licence or passport, for verification purposes via a video call) and (iii) provide a valid mailing address. In the event any prize is unclaimed, such prizes will be dealt with at TikTok's sole discretion. TikTok reserves the right, in its sole and absolute discretion and without prior notice, to substitute the prizes with other prizes if it deems fit.

Subject to Winners providing a valid mailing address, prizes will be sent to the Winners via post (such as registered post or express post) from 8th May 2023 onwards. TikTok will cover the cost of delivery for one attempted delivery of the prize. TikTok reserves the right to refuse the redemption of a prize if a Winner does not comply with these Terms and Conditions.

Prizes are not transferable. Prizes are not redeemable, exchangeable, replaceable or refundable for cash or credit. Prizes are provided on an "as-is" basis. TikTok does not undertake any responsibility or obligation to ensure that any prizes will be delivered to any Winners. TikTok disclaims all warranties and representations of any kind, express or implied, including without limitation any warranty or representation of usability, satisfactory quality, merchantability or fitness for a particular purpose of the prizes, that any claims made by the manufacturers, distributors and/or service providers or the prizes are accurate, that the prizes will meet the Winners' requirements, or that any prizes shall be delivered or transferred to the Winners. Prizes may be subject to additional terms and conditions, and the Winners agree to comply with all terms and conditions applicable to the prizes.

## **6. Intellectual Property Rights**

By participating in this Campaign, you agree that you shall retain ownership of your pre-existing underlying intellectual property in your entry, materials and information subject to our rights below. You agree that you shall grant us a non-exclusive, worldwide, fully paid, royalty-free, transferable license, for the maximum duration of intellectual property rights afforded under applicable law, to reprint, display, reproduce, perform, use, and exhibit (including the right to make derivative works of) your entry, materials and information submitted on and in connection with this Campaign or your use or receipt of any prize for any and all purposes in any medium.

Each Participant further consents and agrees that TikTok can publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use the Participants' particulars (including any publicly available TikTok or Facebook or Instagram profile photo and details) and/or the effects (or any part thereof): (i) in connection

with, or for the promotion of, this Campaign; (ii) in any manner, format or media, in any part of the world, including without limitation on online platforms such as TikTok, Facebook, YouTube, Twitter and Instagram; (iii) at TikTok 's sole direction, including for any promotional or marketing purposes of TikTok and other commercial purposes; and (v) royalty-free and without any obligation of attribution or consent. Each Participant irrevocably grants to TikTok all consents and waivers necessary in connection with the above, without further compensation to the Participant.

You warrant that your entry and other materials and information provided by you are original and do not violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights or other intellectual property or other rights of any person or entity, and further do not violate any rules or regulations. If your entry features any content which is subject to the right of a third party, you shall be solely responsible for obtaining, prior to submission of the entry, clear and unambiguous written consent from each person or entity featured or identifiable in the aforementioned entry. You agree that we have the right to verify the ownership and originality of all entries at any time. Failure to provide proof of such written consent upon our request shall disqualify your entry for this Campaign.

You acknowledge and agree that all effects created and uploaded on the TikTok Platform in connection with this Campaign will remain accessible via the TikTok Platform for the duration of the Campaign, and after the Campaign, and that none of TikTok, or its Affiliates shall have any liability for a user' s and/or any third-party' s retention, use or distribution of any such effects after the end of this Campaign.

## **7. Limitations of liability**

To the fullest extent permitted by law, we will not assume any responsibility or liability for (i) any inaccessibility or unavailability of the internet or TikTok Platform, (ii) any technical difficulties or equipment malfunction (whether or not under TikTok's control); (iii) any theft, unauthorised access or third party interference; (iv) any effect or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by TikTok) due to any reason beyond the reasonable control of TikTok; (v) any variation in prize value to that stated in these Terms; (vi) any tax liability incurred by a Winner or Participant; or (vii) use of a prize.

We do not exclude or limit our liability for personal injury or death caused by our gross negligence or fraudulent misrepresentation or any other liability that may not, by law, be limited or excluded.

TikTok and all of our Affiliates, including our employees, directors, officers, agents, contractors and sponsors, to the fullest extent permitted by law, assume no liability whatsoever in relation to your participation (or inability to participate) in this Campaign, for any direct or indirect damage, loss, or any injury suffered by any entrant participating, or as a result of accepting and/or use of any prize, or the use or disclosure of your provided information. Without prejudice to that general exclusion, we will not be liable for any loss of income, profits, sales or damage to reputation incurred by you.

To the maximum extent permitted by applicable laws, each Participant agrees to indemnify and hold TikTok harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from the alleged or actual infringement of any third party copyright, patent, trademark or other intellectual property rights, or other rights, any breach of these Terms and/or arising out of or in connection with the Campaign.

## **8. Warnings and Consents**

TikTok does not encourage the performance of any acts that cause or are likely to cause injuries, or any reckless, dangerous, or violent acts. Any entries depicting such acts shall be disqualified at our sole and absolute discretion. Please do not spam the hashtags.

All entries must comply with our [Community Guidelines](#) and the laws of Malaysia. TikTok reserves the right to remove any entry and/or disqualify any Participant who does not comply.

## **9. General:**

The time and date of submission for each entry is calculated using the time/date stamp applied to the entry on the TikTok Platform. Any complaints on missing or delayed submissions will not be considered.

Participants are responsible for any and all expenses incurred in entering or participating in the Campaign. Participants will not be reimbursed for any expenses incurred in participating in the Campaign.

If there is any interference with the Campaign in any way, or if it is not possible to conduct the Campaign as TikTok reasonably anticipated, TikTok reserves the right, at its sole discretion, to disqualify any Participant or entry, or to modify, suspend, terminate or cancel the Campaign, as appropriate.

In the event of any dispute arising from the Campaign, or relating to the interpretation of these Terms and Conditions, TikTok's decision shall be final and binding on all parties.

This Campaign does not involve any form of luck or auctions and is based on objective award criteria. Other than as expressly set out in these Terms, TikTok does not make any promises or commitments about the Campaign or Platform, such as the specific function of the Campaign, or its reliability, availability, or ability to meet your needs. The Platform is provided "as is". To the extent permitted by law, TikTok excludes all warranties, express, statutory or implied. TikTok expressly disclaims the warranty of noninfringement.

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

These Terms shall be interpreted and construed according to laws of Republic of Singapore and any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**"). Such arbitration shall be conducted in accordance with the rules of the SIAC for the time being in force ("**Rules**"), which rules are deemed to be incorporated by reference into these Terms.

For questions related to the Campaign, please submit a report using our Report form on the Platform with the subject "*TikTok Effect House #InspirasiRamadan & #InspirasiRaya Effect Mission*".

You confirm that all personal information submitted by you in connection with this Campaign is true and accurate.

We reserve the right to cancel this Campaign or amend these Terms of this Campaign at our sole discretion, at any time.

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



and effect.

To the fullest extent permitted by law, we will not be liable for any failure to perform or delay in performing our obligations under these Terms if an act, omission, event or circumstance occurs which is beyond our reasonable control prevents us from doing so.

## **10. Privacy**

By participating in the Campaign, each Participant agrees to receive electronic communications from TikTok (such as via email or direct message).

TikTok may collect Winner's personal information in order to process the prizes disbursement in accordance with TikTok's Privacy Policy.

If Winners are not willing to provide their personal information, then TikTok will not be able to disburse the prize. By choosing to not provide the personal data, Winners acknowledges that it will not receive any prize from this Campaign and will release and discharge TikTok from any obligations in relation to it, and undertake to not submit any claim to TikTok with respect to any matter related to this Campaign.

## **11. Promotional activities**

Each Participant agrees (i) to take part in any and all marketing, promotional, publicity requests from TikTok with respect to the Campaign, (ii) that TikTok may use the Participant's name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Campaign, (iii) and grants TikTok all consents and waivers necessary for TikTok to run and promote the Campaign, including in respect of any promotional photographs and/or audio/ video recordings of the Participant.

Participants shall not, without the prior written approval of TikTok, speak to the press or any other media, or give any interviews or comments relating to the Campaign.