

Niantic Peridot x TikTok Effect House Challenge Official Rules

Dated: May 31, 2023

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

VOID WHERE PROHIBITED. 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.

ENTRY IN THIS CONTEST CONSTITUTES ENTRANT ACCEPTANCE OF THESE OFFICIAL RULES. The Niantic Peridot x TikTok Effect House Challenge (the “Contest”) is a skill contest; chance will play no part in determining the winners of the Contest. The Entries (defined below) will be evaluated by Judges who will determine the winning entrants in accordance with these Rules. The prizes will be awarded to qualifying entrants in Sponsor’ s sole discretion. See below for the complete details.

1. BINDING AGREEMENT: In order to enter the Contest, you must agree to these Niantic Peridot x TikTok Effect House Challenge Official Rules (“Rules”). Therefore, please read these Rules prior to entry to ensure you understand and agree. By submitting an Entry in the Contest, entrants agree to these Rules and Niantic's Terms of Service (“Terms”) at <https://nianticlabs.com/terms> Entrants may not submit an Entry to the Contest and are not eligible to receive any prize described in these Rules unless they agree to these Rules. These Rules form a binding legal agreement between entrants and Sponsor with respect to the Contest.

2. ELIGIBILITY: To be eligible to enter the Contest, you must:

(1) be at least the age of majority in your country, state, province, or jurisdiction of residence (and at least twenty (20) years old in Taiwan) at the time of entry;

(2) not be a resident any of the following countries; 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, Zimbabwe or 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;

(3) not be a person or entity under U.S. export controls or sanctions; and

(4) have access to the Internet as of May 31, 2023.

Entrants agree that if selected as a winner they will provide any additional necessary information or consents necessary to confirm eligibility as a winner. Failure to provide additional information or consents will be grounds for disqualification, unless prohibited under applicable law. Contest is void in 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 where prohibited by law. Employees, interns, contractors, and official office-holders of Sponsor or TikTok, its respective subsidiaries, affiliates, and their respective directors, officers, employees, advertising and promotion agencies, representatives, and agents ("Contest Entities"), and members of the Contest Entities or TikTok and their immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such employees, interns, contractors, officers, and directors are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time.

3. SPONSOR: The Contest is sponsored by Niantic, Inc. ("Sponsor"), with offices at One Ferry Building, Suite 200, San Francisco, CA 94111, USA.

4. CONTEST PERIOD: Entries must be submitted between [00:01 AM, May 31st, 2023] in [Pacific Time (UTC-8)] and [11:59 PM, June 21, 2023] in [Pacific Time (UTC-8)]. ("Contest Period").
ENTRANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS

5. HOW TO ENTER:

The task for the Entrants consists of creating and publishing an effect made using Effect House in accordance with specifications stipulated on the Contest page (the "Entry").When

participating in the Contest, 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 Contest to impersonate any person or entity, including but not limited to an employee of TikTok, Sponsor 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 Sponsor in Sponsor'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; or g) violate the terms of any third-party website or service, or the terms of any other agreement with any third party.

In order to participate in the Contest, you must create your Entry ensuring that the requirements specified in these Rules and on the Contest page are followed.

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 Contest page;
- d. When submitting effects, check Niantic Peridot x TikTok Effect House Challenge on the effect submission page.

Once an effect is published on TikTok, it is referred to in these Rules as an "Entry". You may enter as many Entries as you want.

Your access and use of Effect House is subject to [TikTok Effect House Terms of Service](#) and [TikTok Privacy Policy](#). Entrants may also receive notifications about the Contest from Sponsor via Tik Tok.

Sponsor reserves the right to disqualify any Entrant or Entry that does not comply with these Rules in its sole discretion. Sponsor is not obligated to notify you if your Entry has been disqualified. Sponsor reserves the right to remove inappropriate, offensive, and/or harmful Entries as well as Entries that do not fit the Contest theme.

6. ENTRY REQUIREMENTS:

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 Sponsor 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 Sponsor adversely or reflects negatively on TikTok, Sponsor or the Contest, including both Tik Tok and Sponsor' 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 Contest;
- g. Entry must be published on Entrant' s TikTok account;
- h. Entrant agrees that participation in this Contest and agreement to these Rules 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 Contest or grant the rights granted in these Rules.
- i. Entrant must follow TikTok's [Community Guidelines](#) and [Effect Guidelines](#) when creating effects.

By submitting an Entry, Entrant warrants and represents that he/she consents to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

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 Contest is held.

7. SELECTION OF WINNER AND PRIZE PAYMENT:

- a. All effects from Entrants will be judged by a panel of judges selected by Sponsor in its sole discretion (“Judges”). Judges may be employees of Sponsor or external, may or may not be listed individually on the Contest website, and may change before or during the Contest Period. Judging will take place at the discretion of Sponsor.
- b. Selection of winners will occur between 10:00 AM, June 22, 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:

Prize 1: Grand Prize/Challenge Winners and Honorable Mentions 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?; and;
4. 0~25 scores: Popularity – How does your effect resonate with creators and users?

Prize 2: Tik Tok Favorite: During the Judging Period, the highest-scoring Entry by judging the accumulated numbers of videos using an Entry (i.e, eligible Effect) will win the Prize.

- 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. Grand Prize, Challenge Winners, and Honorable Mentions: the Entrant who submits the Entry with the highest score (i.e., the first place) will win the \$10000 cash prize; the Entrant with the second through fourth highest scoring (i.e., the second place through fourth place) Entry will each win the \$3000 cash prize; the Entrants with the twenty 20) highest scoring Entries following the top 4 Entries (ie.,Grand Prize, Challenge Winners, will each win a \$500 gift card prize. The Entrant with the Top Tik Tok Favorite scoring Entry will win a \$1000 cash prize.
- e. If two or more Entries are tied, the panel of Judges will vote on the tied Entries.

- f. All Judges' decisions are final and binding in all matters relating to this Contest. 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 Sponsor, because of these familiarities or similarities.
- g. 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.
- h. 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
- i. Neither Sponsor nor TikTok are responsible for the Winner's inability to collect the Prize for reasons attributable solely to the Winner.
- j. 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.

- k. 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 Sponsor'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 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.
- l. 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 Tik Tok 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 and/or Sponsor 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 and Sponsor.
 - 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.

8. PRIZE POOL AND STRUCTURE:

- a. The total sum of prizes awarded in the Contest (“Prize Pool”) quantified in United States Dollar (USD) amounts and will not exceed 30,000 USD (or its equivalent in applicable local currency).
- b. There are 25 winners to be awarded in this Contest. The amounts and types of prizes (“Prize structure”) are set as follows:
 - i. Prize 1: Grand Prize/Challenge Winners/Honorable Mentions
 1. Grand Prize (Top 1) 10000 USD
 2. Challenge Winners (Top 2-4): 3000 USD
 3. Honorable Mentions (Top 5- 24): Gift Card (ARV: \$500 USD)
 - ii. Prize 2: Tik Tok Favorite (Most videos using Effect): 1000 USD
- 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).

9. GENERAL CONDITIONS: All federal, state, provincial and local laws and regulations apply. Sponsor reserves the right to disqualify any entrant from the Contest if, in Sponsor’ s sole discretion, it believes that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, viewers, Sponsor or the Judges.

10. INTELLECTUAL PROPERTY RIGHTS:

- a. By entering the Contest, 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 Contest and that they do not infringe third party rights.
- b. All source files of the Entries remain the intellectual property of the individuals that developed them for the purpose of this Contest.

- c. **By participating in the Contest, each Entrant grants Sponsor 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 Sponsor or TikTok.**
- d. The Entrant is liable to Sponsor in the event that his/her application for participation in the Contest or the Entry violates the rights of third parties or generally applicable law.
- e. In the event of any claims by third parties against Sponsor for infringement of their copyright as a result of Sponsor's use of the Entry, Sponsor shall immediately notify the Entrant of this fact, who undertakes to take over the above claims.
- f. In connection with your participation in the Contest, 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 Contest 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 Contest, among other remedies that may be sought by and available under law

11. PRIVACY: Entrant acknowledges and agrees that Sponsor may collect, store, share and otherwise use any personally identifiable information provided to Sponsor throughout the Contest, including, but not limited to, name, mailing address, phone number and email address. Entrant information will not be shared with other individuals or companies without an Entrant's express consent. Failure to provide all necessary personal information may result in Entrant's participation in the Contest being deemed ineligible. Entrant information will not be shared with other individuals or companies without an Entrant's express consent. Sponsor will use this information in accordance with its Privacy Policy located at <https://nianticlabs.com/privacy>, including without limitation for administering the Contest and verifying an Entrant's identity, age, postal address, email address, and telephone number in the event an entry qualifies for a prize and for marketing purposes as permitted by law. Sponsor may obtain your Tik Tok handle, Contest 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】](https://www.tiktok.com/legal/page/row/privacy-policy/en)

Entrants agree that their personal information will be stored and processed by Sponsor in the United States. Entrant personal information may also be transferred to countries outside of their jurisdiction of residence, including the United States. Such other countries may not have privacy laws and regulations that provide the same level of protection to those that exist in your jurisdiction of residence. By providing personal information in connection with the Contest, Entrants hereby expressly consent to such transfers of their personal information to the United States or other countries. Entrant has the right to request access, review, rectification or deletion

of any personal data held by Sponsor in connection with the Contest by writing to Sponsor at this email address: contests@nianticlabs.com.

12. PUBLICITY: By accepting a prize, Entrant agrees to Sponsor and its agencies use of his or her name and/or likeness, and contents Entry, for advertising and promotional purposes of the Contest without additional compensation, unless prohibited by law. As described in Section 7, Entrants may be asked to complete a publicity release.

13. WARRANTY AND INDEMNITY: To the maximum extent permitted by law, each entrant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the entrant and/or a breach of any obligation, representation or warranty set forth herein. To the maximum extent permitted by law, each entrant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all injuries, losses, liabilities, damages of any kind to persons or property, including death, costs and expenses (including reasonable attorney's fees) arising out of or accruing in whole or in part, directly or indirectly from entrant's participation in the Contest or any Contest-related activity or (a) any Entry or other material uploaded or otherwise provided by the entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the entrant in connection with the Contest; (c) any non-compliance by the entrant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the entrant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing or retention of Entry information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

14. ELIMINATION: Non-compliance with these Rules and/or any false or incorrect information provided within the context of the Contest by any entrant concerning identity, age, mailing address, telephone number, email address, ownership of right, or the like, may result in the immediate elimination of the entrant from the Contest.

15. INTERNET AND OTHER TECHNICAL ISSUES: Contest Entities are not responsible for any malfunction or for any late, lost, damaged, misdirected, incomplete, undeliverable or destroyed Entries due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate.

16. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as Sponsor intended, including lack of sufficient or high quality Entries, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Contest and if terminated, Sponsor may elect not to select any potential winners or to determine the potential winners for the Contest from among all eligible entrants received prior to action taken using the judging criteria specified above. Sponsor further reserves the right to disqualify any entrant who violates these Rules or tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an entrant to deliberately damage any website, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek any and all remedies available from any such entrant to the fullest extent of the applicable law.

17. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall a submission into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Sponsor, or the Contest Entities. Entrants acknowledge that Entries have been submitted voluntarily and not in confidence or in trust. Entrant acknowledges that no confidential, fiduciary, agency, or other relationship, or implied-in-fact contract now exists between entrant and Sponsor or the Contest Entities and that no such relationship is established by entrant's submission of an Entry under these Rules.

18. LIMITATION OF LIABILITY: Entrant hereby releases Sponsor and Tik Tok from any and all liability in connection with the prizes or entrant's participation in the Contest and further acknowledges Sponsor and Tik Tok are not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, leaked, misdirected, incomplete, or illegible garbled entries, or Entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Contest or the processing of Entries; or (f) any injuries, damages, or other losses related to testing or playing the Entries, using Sponsor or Tik Tok technology, or as otherwise related to this Contest. Entrants agree that any and all claims, judgments, and Prizes shall be limited to actual out of pocket costs incurred, including costs associated with entering the Contest (but not the development of the Entry) but in no event attorneys' fees; and entrants waive all rights to claim any punitive, incidental, consequential, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO

NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, GROSS NEGLIGENCE, OR INTENTIONAL ACTS SO THE ABOVE MAY NOT APPLY TO YOU.

19. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: To the extent permitted by law, these Rules shall be governed by, subject to and construed in accordance with the laws of the State of California, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all entrants expressly waive any and all such rights.

20. DISPUTES AND TERMS: By entering the Contest, entrant agrees that all disputes between entrant and Sponsor of whatsoever kind or nature arising out of these Rules, shall be subject to Sponsor's Terms of Service ("Terms") available at <https://nianticlabs.com/terms>. Entrant accepts and agrees to abide by the Terms as a condition of participation.

21. WINNERS LIST: Winners will be announced on or around July 14, 2023 in Pacific Time (UTC8) on the Contest page.