

# T&Cs for Effect House Top Creator Mission

## Effect House Top Creator Mission

### Terms and Conditions

Mission is void where prohibited. By entering, each Participant accepts and agrees to be bound by these Terms. Failure to comply with these Terms may result in disqualification.

TikTok proudly presents the Effect House Top Creator Mission (this "**Mission**"), a promotional competition where effect designers are Missioned to create Effect House Top Creator Mission effects! The Mission will be held from Nov 16, 2023 at 9:00 AM GMT and Dec 14, 2023 at 23:59 PM GMT (the "**Mission Period**"). Participants will have the chance to win a designer reward, and win a bonus reward.

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

The Mission 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 Mission.

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 not resident in the US, EEA, the United Kingdom, Switzerland or India, the Platform is provided by TikTok Pte. Ltd.

These Terms form a binding legal agreement between us and the participants of this Mission (the "**Participant**" or "**you**") in the Mission, and set forth terms and conditions for participating in the Mission 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 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.

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. Eligible Participants

Only individuals who meet all of the following criteria will be eligible to participate in the Mission:

- Creators who are eligible to collect a Platinum or Diamond badge as of the start of this Mission (Learn more about Effect House Badges [【hyperlink to https://effecthouse.tiktok.com/portal/badges/?enter\\_method=top\\_navigation】](#))
- Full list of eligible countries:

Venezuela (Bolivarian Republic of); Uruguay; United States of America; Trinidad and Tobago; Turks and Caicos Islands; El Salvador; Peru; Panama; Nicaragua; Mexico; Saint Lucia; Cayman Islands; Saint Kitts and Nevis; Jamaica; Honduras; Guatemala; Guadeloupe; Greenland; Grenada; Ecuador; Dominican Republic; Dominica; Costa Rica; Colombia; Chile; Canada; Belize; Bahamas; Brazil; Bermuda; Barbados; Argentina; Slovakia; Slovenia; Sweden; Romania; Portugal; Poland; Norway; Netherlands; Malta; Latvia; Luxembourg; Lithuania; Liechtenstein; Italy; Iceland; Ireland; Hungary; Croatia; Greece; United Kingdom of Great Britain and Northern Ireland; France; Finland; Spain; Estonia; Denmark; Germany; Czechia; Cyprus; Switzerland; Bulgaria; Belgium; Austria; South Africa; Viet Nam; Taiwan, Province of China; Senegal; San Marino; Seychelles; Saudi Arabia; Serbia; Réunion; Qatar; Philippines; French Polynesia; Oman; New Zealand; New Caledonia; Mozambique; Malaysia; Malawi; Mauritius; Moldova, Republic of; Monaco; Morocco; Lesotho; Kazakhstan; Kuwait; Korea, Republic of; Kenya; Japan; Jordan; Israel; Indonesia; Hong Kong; Gibraltar; Georgia; Faroe Islands; Egypt; Algeria; Botswana; Bahrain; Bosnia and Herzegovina; Albania; United Arab Emirates; Andorra

view your badge status here <https://effecthouse.tiktok.com/portal/badges>

- 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 Mission;

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 Mission and TikTok account suspension.

We reserve the right to disqualify any participant who does not comply with TikTok Policies and/or any applicable laws.

## 2. How to Participate in the Mission

Eligible Participants must perform all the following tasks ("**Tasks**") to participate in the Mission:

- a. Download Effect House software (<https://effecthouse.tiktok.com/download>), log into your TikTok account and agree to [Effect House Terms of Service](#) if you have not done so already.
- b. Create an effect following the Mission Prompt on the Effect House Missions page [effecthouse.tiktok.com/latest/active-challenges/top-creator-mission/](https://effecthouse.tiktok.com/latest/active-challenges/top-creator-mission/)
- c. Choose [Top Creator mission] mission tag when submitting effects
- d. When submitting effects, check Effect House Top Creator Mission on the effect subMission page to enter this Mission.

Once an effect and demo video are actually received by us, they are referred to in these Terms as an "**Entry**". You may enter as many Entries as you want.

Entry(ies) must be submitted between Nov 16, 2023 at 9:00 AM GMT and Dec 14, 2023 at 23:59 AM GMT ("**Entry Period**").

Entries will be declared invalid if they are late, illegible, incomplete, damaged, or otherwise irregular. The sole determinant of time for the purposes of this Mission. 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.

No purchase or payment is necessary to participate or win, and a purchase or payment does not increase the chances of winning.

## 3. How to opt out of and re-enter the Mission

If you no longer wish to participate in the Mission after you have submitted an Entry, you can opt out of the Mission by deleting your Entry(ies) from the Effect House web portal (hyperlink to <https://effecthouse.tiktok.com/portal>).

Once you opt out, your Entry(ies) will be disqualified and ineligible for rewards associated with the Mission.

After you opt out, you can re-enter the Mission by performing the Tasks again during the Entry Period.

## 4. Winner selection

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

Participants must be a Platinum or Diamond badge-holding creator in Effect House as of the start date of this Mission to enter. Check your badge level here:

<https://effecthouse.tiktok.com/portal/badges>

One creator can only win one prize monthly (the highest reward you can claim).

#### 4.1 Bonus winner

An unlimited number of bonus winners ("**Bonus Winners**") will be eligible to obtain a Bonus Reward. Effects that are used in 5,000 unique video posts within the first 14 days after release are eligible. Limit one (1) Bonus Reward per person.

Each bonus reward ("**Bonus Reward**") is set out below:

Prize	Number of winners	winning criteria	Rewards per winner
Rising Star award	Not limited	1-3 of your effects reach 5,000 unique video posts in 14 days	\$50 USD
Shining Star award	Not limited	4-7 of your effects reach 5,000 unique video posts in 14 days	\$250 USD
Community Favorite award	Not limited	8+ of your effects reach 5,000 unique video posts in 14 days	\$500 USD

Unique video posts definition: video posts from unique users

Example:

If a user publishes 1 video with the effect per day, this counts as 1 unique daily publish

If a user publishes 2 videos with the effect per day, this counts as 1 unique daily publish

If a user publishes 1 video with the effect per day for 2 days, this counts as 2 unique daily publishes

Evaluation will occur between Nov 16, 2023 at 9:00 AM GMT and Dec 14, 2023 at 23:59 PM GMT ("**Scoring Period**").

There will be no public leaderboard during the Mission.

## **5. Rewards Conditions**

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

Rewards cannot be transferred to other TikTok users, and are not exchangeable, assignable, substitutable nor replaceable.

We are not responsible for a potential winner'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 or Entry which does not comply with TikTok Policies and/or any applicable laws at any stage of the Mission including after determination and announcement of winners.

We reserve the right to suspend, postpone or cease the Mission at any time for legitimate reasons without prior notification and award the Rewards based on eligible Entries received prior to such cancellation, modification, or suspension.

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

## **6. Abuse of the Mission**

We reserve the right to disqualify you from the Mission, or to not award any Rewards, if we have reasonable grounds to believe that you:

- have tampered with or attempted to tamper with the process or the operation of the Mission;
- 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 the Mission that attempts to inappropriately manipulate your chances of being awarded Rewards; and/or
- have made any misrepresentations in respect of, abused or employed, any illegal or criminal activity (including fraud) in connection with the Mission.

Tasks performed by agents or those automatically generated by a computer, or other automatic methods will not be eligible and will not be counted.

## 7. Limitation of Our Liability and Indemnification

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

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 nor any inaccessibility or unavailability of the internet or TikTok.

The Mission and the Rewards are provided for personal, 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 the Mission, or announcement of the Rewards and/or all Mission-related materials.

By entering this Mission, 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 the Mission, 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 Mission cannot be conducted as planned for any reason, including those reasons beyond our control.

We cannot guarantee that the promotion of any Entries in connection with any Rewards will result in increased views or use of effects, or in any other results whatsoever.

## 8. 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.

This Mission is skill-based and does not involve any form of luck or auctions. There is no charge for participation in the Mission. Other than as expressly set out in these Terms, we do not make any promises or commitments about the Mission, such as the specific function of the Mission, or its reliability, availability, or ability to meet your needs. We reserve the right, in our sole discretion, to modify these Terms or to cancel, modify, terminate, or suspend the Mission (except where prohibited by law) at any time, and in such event, to select Winners as we deem equitable in our sole discretion.

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

If you are based in the US, you agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms, and that you and TikTok are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision will survive any termination of these Terms. The arbitration will be administered by the American Arbitration Association (AAA) under its rules including, if you are an individual, the AAA's Supplementary Procedures for Consumer-Related Disputes. If you are not an individual or have entered the Mission on behalf of an entity, the AAA's Supplementary Procedures for Consumer-Related Disputes will not be used. The AAA's rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If you are an individual and have not accessed or entered the Mission on behalf of an entity, we will reimburse those fees for claims where the amount in dispute is less than \$10,000, unless the arbitrator determines the claims are frivolous, and we will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, illustrations, slogans and representations are owned by TikTok and/or its affiliates. All rights are reserved.

TikTok reserves the right, in its sole discretion, to terminate any Mission, in whole or in part, and/or modify, amend or suspend any Mission, and/or these Terms in any way, at any time, for any reason without prior notice.

All Missions 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.

For questions related to the Mission, you may send an email to [effect\\_house\\_support@tiktok.com](mailto: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.

## 9. Winners List

All Winners of this Mission will be announced on the Mission Prompt page on January 08, 2024. Names of the Winners of this Mission may be requested via email with the subject line "Effect House Top Creator Mission" to [effect\\_house\\_support@tiktok.com](mailto:effect_house_support@tiktok.com).

## 10. Additional Jurisdiction-Specific Terms

The following terms apply in addition if your usual residence is in the relevant jurisdiction. Where applicable, Additional Jurisdiction-Specific Terms prevail to the extent of any inconsistency with the rest of these 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 <http://effecthouse.tiktok.com/latest/active-Missions/top-creator-Mission/>, 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.

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