

HOUSE OF THE DRAGON (HOTD) CHALLENGE TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO PARTICIPATE OR COLLECT REWARDS.

TikTok proudly presents the **HOUSE OF THE DRAGON (HOTD) CHALLENGE** (the “**Challenge**”) where eligible participants (“**Participants**”) have the opportunity to collect giveaways for their creation of House of the Dragon-themed effects using the TikTok Effect House! The Challenge will be held from November 18, 2022, 10:00:00 AM SGT to December 9, 2022, 23:59:59 SGT (“**Challenge Period**”).

These Terms and Conditions (“**Terms**”) form a binding legal agreement between TikTok Pte. Ltd. or one of its affiliates (collectively such entities will be referred to as “**TikTok**”, “**we**” or “**us**”) and you (“**you**”, “**yours**”, or “**Participant**”), and sets forth the terms and conditions for Participant’s participation in the Challenge available on the application owned or controlled by TikTok, including, without limitation, the TikTok mobile application (“**Platform**”), our related websites, services, applications, products and content owned or controlled by us.

These Terms are subject to, and shall also include, the [Terms of Service](#), [Privacy Policy](#), [Community Guidelines](#), and other policies on the Platform and such terms may be amended from time to time in accordance with the terms therein (collectively referred to as the “**Platform Terms**”).

The Challenge allows Participants to collect giveaways in-kind (collectively, “**Rewards**”) by creating House of the Dragon-themed effects using the TikTok Effect House as set out in the Terms. Chosen participants will be selected by a panel of judges in accordance with the Chosen Participant Selection section below and giveawayed accordingly.

We reserve the right to change any terms and conditions hereunder or cease the Challenge, at our sole and absolute discretion, any time and without prior notification nor liability to the Participant. Your continued participation in the Challenge after any change in the Terms shall be deemed as your acceptance of such amended Terms. If you disagree with the amended Terms, please cease your participation in the Challenge. 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.

Please read these Terms carefully before participating in the Challenge. **If you do not agree to these Terms, you cannot participate in the Challenge.** By participating in this Challenge, you represent and warrant that you meet the eligibility requirements as set out below, and accept these Terms.

ELIGIBLE PARTICIPANTS

Users will be eligible to join the Challenge as long as the following are met:

1. Participant is an existing user on the Platform;
2. During the Participant’s participation in the Challenge, the Participant is located in the Philippines;
3. Participant is at least 18 years of age and legally competent under the applicable laws;
3. Participant should comply with these Terms and the Platform Terms;
4. Participant should not be identified as government, politician, and political party accounts; and
5. Participant is not an employee, officer, or contractor, or an immediate family and/or household members of such, of TikTok.

Anyone who violates these Terms or any of the Platform Terms will be disqualified and will not be eligible to collect any Reward. Violation of these Terms, Platform Terms and/or applicable law may also result in TikTok account suspension.

HOW TO PARTICIPATE IN THE CHALLENGE

- (a) To participate in the Challenge, perform all the following tasks (“**Tasks**”):
 - i. Download the Effect House software (<https://effecthouse.tiktok.com/download/>), use your TikTok account to log-in and agree to [Effect House Terms of Service](#).

- ii. Create an effect in accordance with the Submission Requirements as stated below using the TikTok Effect House software following the Mission Prompt on the [Effect House Challenge page](#).
- iii. Submit the created effect together with a demonstration video using such created effect within the Challenge Period. When submitting the effect check HOUSE OF THE DRAGON CHALLENGE on the effect submission page to enter this Challenge.

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

- (b) **Submission Requirements.** All Entries must meet all of the following requirements:
- i. Effects must follow the Mission Prompt on the [Effect House Challenge page](#).
 - ii. Effects must follow all applicable laws, Effect House Terms of Service and Platform Terms.
 - iii. Effects must be original and has not been previously published.

You represent and warrant that each effect you submit must be original to you and exclusively created and owned 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 required to grant the license specified herein to TikTok and its affiliates. You further represent and warrant that the created effect do not infringe the intellectual property, privacy, publicity or other rights or interest of any third party or result in any other liability.

Any Entry deemed by TikTok to be in violation of the above, or that is otherwise inappropriate, will be disqualified by TikTok.

- (c) The Challenge starts from November 18, 2022, 10:00:00 AM SGT to December 9, 2022, 23:59:59 SGT ("**Challenge Period**"). During the course of the Challenge, there will be no public leaderboard.
- (d) **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 Challenge, including receipt of a valid Entry, will be the Challenge computer servers. 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 Entry.
- (e) **Right to Opt Out by Participant.** If you no longer wish to participate in the Challenge after you have submitted an Entry, you can opt out of the Challenge by deleting your Entry(ies) from the Effect House web portal (hyperlink to <https://effecthouse.tiktok.com/portal>).

Once you opt out, all your Entry(ies) will be disqualified and ineligible for Rewards. After you opt out, you can re-enter the Challenge by performing the Tasks again during the Challenge Period.

- (f) We may amend or extend the Challenge Period, or discontinue the Challenge at any time at our sole and absolute discretion without prior notification nor liability to you. However, if we amend, extend the Challenge Period or discontinue the Challenge, we will make reasonable efforts to provide you with prior notice.
- (g) The Participant agrees that TikTok has the absolute right to manage, regulate, control, modify and/ or discontinue the Challenge (including allowable withdrawal options), at any time, in its sole discretion.

CHOSEN PARTICIPANTS SELECTION

- (a) Chosen Entries will be selected by a panel of judges chosen by TikTok based on the following criteria:

Weight	Title	Details
40%	Popularity	Popularity is the total number of posts using the effect 7 days after the entry is released on TikTok.
30%	Conformity to Mission Prompt	Conformity to Mission Prompt is to gauge whether the effect follows the theme provided.
30%	Creativity	Creativity is how unique the concept of the effect is. As such, playstyle is mostly considered in this criteria--originality and the ability for users to use the effect in their own creations.

- (b) The top three (3) Participants who will receive the highest scores will be eligible to receive Rewards as follows:

1st Place: The 'Balerion Dragon' Award

1. Twelve (12)-month HBO GO Subscription
2. HBO's Social Pages Feature (Facebook, Instagram, Twitter, TikTok)
3. Exclusive Programme Merchandise comprising a 'Dragon Egg'
4. One (1) Limited Edition HOTD Secret Lab Gaming Chair

2nd Place: The 'Vhagar Dragon' Award

1. Six (6)-month HBO GO Subscription
2. HBO's Social Pages Feature (Facebook, Instagram, Twitter, TikTok)
3. Exclusive Programme Merchandise comprising a 'Dragon Egg'
4. One (1) Limited Edition HOTD Secret Lab Gaming Chair

3rd Place: The 'Meraxes Dragon' Award

1. Three (3)-month HBO GO Subscription
2. HBO's Social Pages Feature (Facebook, Instagram, Twitter, TikTok)
3. Exclusive Programme Merchandise comprising a 'Dragon Egg'

There is a limit of one (1) Reward per person. For Participants who submitted multiple Entries, only the highest scoring Entry (according to the above criteria) will be taken into consideration.

NOTIFICATION AND RECEIPT OF REWARDS

- (a) The three (3) Chosen Participants will be announced on the [Mission Prompt page](#) or via other official communications from TikTok (as TikTok may deem necessary) after the evaluation period, which will occur from December 10 – 15, 2022 ("**Evaluation Period**"). We may notify you of any Rewards (with information and instructions on redeeming such Rewards) received by you via Platform notifications or by any other means. However, we are not responsible for unsuccessful efforts to notify. Please check your TikTok account and email messages regularly, including your "junk" folders.
- (b) Rewards will be distributed to each Chosen Participant within ten (10) business days after the Chosen Participant has been successfully contacted, subject to the complete fulfilment of the Tasks and requirements for redemption of such Rewards by the Chosen Participant.
- (c) Chosen Participants 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

the presenting of identification documents, such as driving licence or passport, for verification purposes via a video call), (iii) provide a valid mailing address or bank account number or (iv) execution of additional documents such as an authorization letter and other intellectual property license documentation. TikTok reserves the right to refuse to send a Reward if the Chosen Participant does not comply with these Terms, Platform Terms or [Effect House Terms of Service](#).

- (d) In the event any Reward is unclaimed or there is no winner determined, such Rewards will be dealt with at TikTok's sole discretion, including choosing an alternative potential Chosen Participant to receive such Reward. TikTok reserves the right, in its sole and absolute discretion and without prior notice, to substitute the Rewards with the other form if it deems fit. We are not responsible for any unsuccessful Reward claims or any failed attempts to contact a potential winner.
- (e) Rewards are not transferable. Rewards are not redeemable, exchangeable, replaceable or refundable for cash or credit. Rewards are provided on an "as-is" basis. TikTok does not undertake any responsibility or obligation to ensure that any Rewards will be delivered to any Chosen Participants. 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 Rewards, that any claims made by the manufacturers, distributors and/or service providers of the Rewards are accurate, that the Rewards will meet the Chosen Participants' requirements, or that any Rewards shall be delivered or transferred to the Chosen Participants.
- (f) Rewards may be subject to additional terms and conditions, and the Chosen Participants agree to comply with all terms and conditions applicable to the Rewards.

GENERAL RULES OF THE PROGRAM

- (a) Personal Data. Our collection, use and disclosure of your personal data and that of the Participant will be subject to these Terms and as described in the TikTok's Privacy Policy. TikTok may collect Participant's personal information in order to process the Rewards disbursement and/or delivery, communication in connection with this Challenge and for the purposes of administering the Challenge in accordance with TikTok's Privacy Policy, including the display of Winners' information on the announcement board in accordance with our Privacy Policy and these Terms. If the Participants are not willing to provide their personal information, then TikTok will not be able to process, disburse and/or deliver the Rewards. By choosing to not provide the personal data, each such Participant acknowledges and agrees that any of his/her entitlement to the Rewards from this Challenge shall be forfeited and he/she shall release and discharge TikTok from any obligations or liability in relation to it, and undertakes to not submit any claim to TikTok with respect to any matter related to this Challenge.

If we are legally obliged to make public or available information proving that a valid identification of the Chosen Participants and delivery of the Reward has taken place, we will share the surname and country of the Chosen Participants with any governmental authority or relevant authorized entity that contacts us within one month of the end of the Challenge Period. In this regard, through your participation in the Challenge, you grant us consent to do so. If you object to your last name, and country being made public in this way, please send us a Privacy Report. In this regard, please note that this objection may need to be shared with the relevant regulatory bodies at their request.

You may exercise your data protection rights by contacting us via <https://www.tiktok.com/legal/report/privacy>.

- (b) Intellectual Property License. By participating in the Challenge, you acknowledge that your Entry(ies) and the documents and information submitted to and in connection with the Challenge are subject to these Terms, the Platform Terms and Effect House Terms of Service, including, without limitation, our rights of use and display of your Entries for the purposes of administering and promoting the Challenge.

For the avoidance of doubt, you further grant us an unconditional, irrevocable, non-exclusive, royalty-free, fully transferable, perpetual worldwide license to use, exploit, copy, distribute, communicate to the public, and adapt your Entry(ies) thereof on the Platform, Effect House and any other platforms and all modes, media and formats (whether in existence now or invented in the future), including without limitation, digital and Internet platforms, live events/concerts, and all activities, products, services and platforms owned, whether or not controlled or operated by TikTok or affiliates, for commercial or non-commercial purposes. To the extent applicable, you waive all moral rights to the effect and/or Entry when used for these purposes.

- (c) TikTok's Promotional Activities. Each Participant consents and agrees that TikTok can distribute or use the Participants' particulars (including any publicly available TikTok or Facebook or Instagram profile photo and details): (i) in connection with, or for the promotion of, this Challenge; (ii) in any manner, format or media now known or hereafter developed, in any part of the world, including without limitation on online platforms such as TikTok, Facebook, YouTube, Twitter and Instagram; (iii) including for any promotional or marketing purposes of TikTok and other commercial purposes; and (v) without any obligation to obtain further consent. Each Participant hereby grants permission to TikTok, at TikTok's sole option and discretion, to display the name, Challenge standings and results, in any media and in any manner now known or hereafter developed. Each Participant irrevocably grants to TikTok all consents and waivers necessary in connection with the above, without further compensation to the Participant.
- (d) Cancellation and Disqualification. TikTok reserves the right to any remedy, including but not limited to cancelling or disqualifying Participant's account and/or disqualifying any Participant from receiving any Reward under the Challenge at any time at our sole discretion, if we have reasonable grounds to believe that the Participant:
- (i) has tampered with or attempted to tamper with the process or the operation of the Challenge;
 - (ii) has breached these Terms or the Platform Terms;
 - (iii) has committed acts with the intent to annoy or harass any other person or bait gifts/points
 - (iv) has tried to attract viewers or users through any content that is inappropriate, indecent or may cause substantial reputational harm to TikTok;
 - (v) has made any misrepresentations in respect of, has abused, or has employed any illegal or criminal activity (including but not limited to fraudulent actions and terrorist financing) in connection with, the Challenge; and/or
 - (vi) will or could bring us or our partners into disrepute.

Further, TikTok may suspend or terminate a Participant's account if it has reason to believe the Participant is involved in any fraudulent or dishonest activities. Any failure to comply with this the Platform Terms, any fraud, dishonesty or abuse relating to the use of the services or a Participant's account, or any misrepresentation of any information furnished to TikTok by a Participant or anyone acting on a Participant's behalf may result in the termination of the Participant's account; cancellation of any cash withdrawals made; and/or forfeiture of the Participant's accrued Rewards.

A failure to abide by these Terms, the perpetration of any fraud or abuse, whether relating to the accrual or receipt of Rewards or otherwise, and/or any misrepresentation of any information furnished to TikTok may result in a Participant's TikTok account being flagged for suspicious activity and suspended or terminated; any Reward accumulated being forfeited; and/or any Point or Reward used by the Participant being cancelled.

- (e) Update of the Terms. TikTok may modify or update the terms and conditions of the Challenge, or the Special Tasks, including the amount of Rewards, withdrawal method, or limitation to any Rewards withdrawal for each Participant at any time at its sole discretion. The modified or updated terms and conditions will be posted and effective upon posting, or as otherwise dated.
- (f) Limitation of Liability. TikTok shall not be liable for any event of force majeure (including natural disasters, the novel coronavirus (COVID-19), pandemic, mutated version of the pandemic, quarantine, activities subject to the instructions of government agencies, cyberattacks), any

technical, hardware, software or inherent defects in telephone sets of any kind and shall also be held harmless from any lost or unavailable network connections, faults, incompleteness, inaccuracies, or delays caused by you or any equipment or programming associated with or utilized in this Challenge or any human or non-human error that may occur in the processing of this Challenge including inability to withdraw or any resulting withdrawal errors.

To the maximum extent permitted by applicable laws, TikTok (including its respective officers, employees and agents) shall not be responsible for and exclude all liability (including those (except for death or personal injury) resulting from negligence), for any death, personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of (i) the Challenge; (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 variation in the Rewards value whether or not stated in these Terms; (v) any tax liability incurred by or accrued to a Participant or otherwise incurred or accrued in connection with this Challenge; or (vii) use of the Rewards.

The Challenge and the Rewards are provided for personal and non-commercial use only and we shall not be liable for any commercial loss.

By participating in this Challenge, Participant agrees that it forever discharges, releases, holds harmless, and will indemnify and defend, TikTok 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 Challenge, however caused. Additionally, Participant agrees to indemnify Released Parties from and against any Claims.

We assume no responsibility or liability in the event that a Challenge cannot be conducted as planned for any reason, including those reasons beyond our control. We cannot guarantee that the promotion of any Entry in connection with any Rewards will result in increased views or use of effects, or in any other results whatsoever.

- (g) Parties' Relationship. Your participation in the Challenge does not imply any agency, representation, sponsorship, or endorsement between TikTok and you.
- (h) Confidentiality. Any information about TikTok, its affiliates, or its products, including the Platform and the Services, that is made available to you under this Challenge, including but not limited to these Terms, that is not otherwise publicly available is TikTok's confidential information ("**Confidential Information**"). You agree not to disclose TikTok's Confidential Information to any third party under any circumstance, unless approved in writing by TikTok.
- (i) Disclaimer. This Challenge does not involve any form of luck, auctions or contests 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 Challenge, Services, or Platform, such as the specific function of the Challenge, or its reliability, availability, or ability to meet your needs. The Platform and services are provided "as is". To the extent permitted by law, TikTok excludes all warranties, express, statutory or implied. TikTok expressly disclaims the warranties or conditions of non-infringement, merchantability, and fitness for a particular purpose.
- (j) Assignment. The Participant will not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, these Terms or any of its rights or obligations under these Terms without TikTok's prior written consent. TikTok may freely assign these Terms or any of its rights or obligations under these Terms without the consent of the Participants.
- (k) Severability. If any part of these Terms is 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.

- (l) Governing Law and Settlement Forum. 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 forces ("**Rules**"), which Rules are deemed to be incorporated by reference into these Terms
- (m) Contact. For questions and/or concerns related to the Challenge, you may send an email to effect_house_support@tiktok.com. If you want to report an effect which violates TikTok Policies, please submit a report via the report channel on the effect page on the Platform.

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