

Accelerator Program 2023 - T&Cs

Official Rules

1. General provisions

1. This document (these "**Terms and Conditions**") determines the terms and conditions of the Accelerator Program ("**Program**") conducted by **TIKTOK PTE LTD** having its legal seat in 1 Raffles Quay, #26-10, South Tower, Singapore 048583 (the "**Organizer**" or "**we**"), including the conditions to be fulfilled by an individual ("**you**" or "**Entrant**") in order to participate in the Program.
2. These Terms and Conditions form a legal binding agreement between you and the Organizer. In order to participate in the Program you have to first read and accept the Terms and Conditions. By submitting your work pursuant to § 4 of the Terms and Conditions, you confirm that you have read and accepted the Terms and Conditions including the terms of personal data processing. The rules for the processing of personal data for the purposes of the Program will be specified in the Privacy Policy available on the Program page.
3. Organizer reserves the right, in its sole discretion, to cancel, suspend and/or modify the Program, or any part of it, in the event of a technical failure, fraud, or any other factor or event that was not anticipated or is not within its control with prior notification by the same means of initial communication in accordance with applicable law.

2. Eligible Participants

Only the following individuals will be eligible to participate in the Program:

- individuals who are residents of Eligible Regions as listed on the Program Prompt;
- 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 Program;

- Gold and Platinum badge level effect designers who registered through <https://bit.ly/EHAccelerator2023-Register> or <https://bit.ly/EHAccelerator2023-Register-US>, and have received email to participate in the program

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

Program and TikTok account suspension.

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

applicable laws.

3. How to Participate in the Program

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

1. Register through <https://bit.ly/EHAccelerator2023-Register> or <https://bit.ly/EHAccelerator2023-Register-US>
2. Receive acceptance email and opt into the Program
3. Download Effect House software (<https://effecthouse.tiktok.com/download/>), log into your TikTok

account and agree to Effect House Terms of Service

(<https://effecthouse.tiktok.com/learn/support/terms-of-service/>) if you have not done so already.

4. For Best of the Best, Best Interactive Effect and Best Makeup Effect categories, create an effect following the materials taught in the Accelerator seminar and workshops

(<https://effecthouse.tiktok.com/programs/accelerator>).

5. For Best Video category, create a video following the materials taught in the Accelerator seminar and workshops. Then post a video related to Effect House.

Once an effect is actually received by us, it is referred to in these Terms as an "**Entry**". You may enter as

many Entries as you want.

Entry(ies) must be submitted between Oct 30, 2023 PST and Dec 3, 2023 PST ("**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 Program, including receipt of a valid Entry, will be

the Program 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 Submission.

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

chances of winning.

4. Submission Requirements

1. Your access and use of Effect House is subject to [TikTok Effect House Terms of Service](#) and [TikTok Privacy Policy](#).
2. Your email address will be collected and processed by TikTok to send you notifications about your participation in this Program in accordance with [TikTok Privacy Policy](#).
3. Entrants may also receive notifications about the Program from the Organizer.
4. TikTok reserve the right to disqualify any Entrant or Entry that does not comply with these Terms and Conditions in its sole discretion. Organizer or TikTok are not obligated to notify you if your Entry has been disqualified.
5. TikTok reserve the right to remove inappropriate, offensive, and/or harmful Entries as well as Entries that do not fit the Program theme.
6. 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 in its 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 adversely or reflects negatively on TikTok, Organizer or the Program, including both TikTok' s and Organizer' 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 Program;
- g) Entry must be published on Entrant' s TikTok account;
- h) Entrant agrees that participation in this Program and agreement to these Terms 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 Program or grant the rights granted in these Terms and Conditions.
- i) Entrant must follow TikTok's [Community Guidelines](#) and [Effect Guidelines](#) when creating effects.

5. How to Opt Out Of and Re-enter the Program

If you no longer wish to participate in the Program after you have submitted an Entry, you can opt out of

the Program by deleting your Entry(ies) from the Effect House web portal

(<https://effecthouse.tiktok.com/portal>).

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

Program.

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

6. Winner selection

Category 1: Best Effect

Three (3) winners ("**Winners**") will be eligible to obtain a Reward. Limit 1 Reward per person. Winning Effects will be selected by a panel of judges selected by Organizer in its sole discretion ("Judges"). For Participants who enter multiple Entries, only the highest scoring effect (according to the above criteria) will be taken into consideration.

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

Type	Number of winners	Reward per winner
Best of the Best	One (1)	\$500 USD and effect feature
Best Interactive Effect	One (1)	\$300 USD and effect feature
Best Makeup Effect	One (1)	\$300 USD and effect feature

Winners will be selected based on the ranking of the total scores (max 100 scores) accumulated by:

Weight	Metric	Details
0-35	Relevance to the Accelerator materials (35%) (https://effecthouse.tiktok.com/programs/accelerator)	Effect must follow the specified seminar and workshop material
0-25	Creativity	Effect must be unique and innovative
0-20	Seamless experience	Creators must be able to understand and use the effect with ease
0-20	Number of engagement	Number of video published with effect, their views, likes and comment

If two or more Entries are tied, the panel of Judges will vote on the tied Entries.

Evaluation will occur between Dec 4, 2023 PST and Dec 8, 2023 PST ("**Scoring Period**").

There will be no public leaderboard during the Program.

Odds of winning depend on the number of eligible entries received during the Program Period.

Category 2: Best Video

1 winners ("**Winner**") will be eligible to obtain a Reward. Winning Effects will be selected by a panel of judges selected by Organizer in its sole discretion ("Judges"). For participants who enter multiple entries, only the highest scoring effect (according to the above criteria) will be taken into consideration.

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

Type	Number of winners	Reward per winner
[Best Video]	One (1)	\$300 USD and video feature at Open House

Winners will be selected based on the ranking of the total scores (max 100 scores) accumulated by:

Weight	Metric	Details
0-60	Creativity	Video must be unique and innovative
0-40	Number of engagement	Number of video views, likes and comment

If two or more Entries are tied, the panel of Judges will vote on the tied Entries.

Evaluation will occur between Dec 4, 2023 PST and Dec 8, 2023 PST ("**Scoring Period**").

There will be no public leaderboard during the Program.

Odds of winning depend on the number of eligible entries received during the Program Period.

Category 3: Community Favourite

Participants who have published effects that garner 5,000 public videos will receive \$30 gift voucher each. Limit to 10 Reward per person. Winning Effects will be selected by a panel of judges selected by Organizer in its sole discretion.

Category 4: Certificate and 1:1 with Community Managers

Participants who attend and check in for ALL of the following Sessions will receive access to a 1:1 session with an Effect House Community Manager AND publish at least 5 effects between 30 October to 3 December 2023 will receive a digital certificate and secure an online appointment 1:1 with Community managers:

- Seminar 1 - Welcome to Accelerator
- Workshop 1 - Creating Makeup Effects
- Workshop 2 - Making Your Effects Interactive
- Seminar 2 - Growing Your Audience
- Seminar 3 - Review Session

Category 5: Social Media Kit

Participants who attend Seminar 1 - Welcome to Accelerator will receive a social media kit which includes: Accelerator online conference wallpaper, Accelerator background for TikTok Post, Accelerator background for photo mode, dynamic Accelerator background in .gif and .mp4 format, as well as TikTok safezone file.

Condition of Winning

In total, participants can only win one (1) Reward from Category 1 and 2, and up to (10) Reward from Category 3.

7. Rewards Conditions

You acknowledge and agree that you are not entitled to any monetary payment for your participation in the Program. Rewards can not 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 Program including after determination and announcement of winners.

We reserve the right to suspend, postpone or cease the Program 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 Program, 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 Program such that his or her participation in the Program could potentially create the appearance of unfairness or impropriety.

8. Notification and Receipt of Rewards

On Dec 11th, 2023, all Winners will be announced on the Closing Session ceremony and Accelerator Page.

(<https://effecthouse.tiktok.com/programs/accelerator>)

Rewards will be distributed to each Winner within thirty (90) business days after the Winner has been

successfully contacted and fulfilled all Program requirements.

Cash Reward Distribution

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 Organizer of liability; and (c) acknowledging compliance with these Terms and Conditions.

The Awardee will receive a webform to gather Awardee's data necessary to fulfill the Prize payment ("Awardee Agreement") at their provided e-mail address from the Organizer. The Awardee is obliged to complete and send back the Awardee Agreement in a scan or DocuSign form to the indicated e-mail address of the Organizer within 7 days. This condition is necessary

for the payment of the Award. Failure to fulfill this obligation within the period specified in this paragraph may result in the Award not being paid with no compensation to be made. Required information depends on how winners will claim the Prize.

The Award will be delivered within [90] days from the Winner Announcement date, provided that the formalities referred to above are completed by the Awardee within the time specified and the Entry is positively verified. Please note, the Award may take days to travel. The actual arriving time will depend on various factors, including Winner's local bank processing, local financial situation etc.

THE AWARD OF A PRIZE TO A POTENTIAL AWARDEE IS SUBJECT TO VERIFICATION OF THE IDENTITY, QUALIFICATIONS AND ROLE OF THE POTENTIAL WINNER IN THE CREATION OF THE SUBMISSION. No Entry or Entrant shall be deemed an awarded Entry or Awardee until the Awardee Agreement has been completed and verified, even if prospective winners have been announced verbally or on the Organizer's website. The final decision to designate an Awardee shall be made by the Organizer.

Neither the Organizer nor TikTok are responsible for the Awardee's inability to collect the Award for reasons attributable solely to the Awardee.

The Prize Payment as mentioned above includes any and all taxes, fees and duties, including but not limited to transaction tax and withholding tax (if applicable). The Organizer shall be entitled to deduct the amount of withholding tax (if applicable) from payments made to the Awardee hereunder in accordance with the applicable laws and provide the relevant supporting documents issued by the tax authority. Awardee shall be responsible for the declaration and settlement of its tax obligations in accordance with the applicable laws.

Organizer reserves the right to modify the notification procedures and applicable deadlines for responding in connection with the selection of any alternate potential Awardee, if any. If an Award is legitimately claimed, it will be awarded.

Organizer is not responsible for any inability or unwillingness of an Awardee to accept or use an Award (or portion thereof) for any reason. Awards details not specifically stated in these Terms and Conditions, will be determined in the Organizer's sole discretion. To the fullest extent allowable under applicable law, all taxes (if applicable) (including, without limitation, national, federal, state, provincial, and/or local taxes), as well as any expenses arising from acceptance or use of the Awards and not specified in these Terms as being provided as part of the Awards, are the sole responsibility of the Awardees. Organizer is not responsible for and will not replace any lost, mutilated, or stolen Awards or Awards element or any Awards that is undeliverable or does not reach an Awardee because of incorrect or changed contact information. If an Awardee does not accept or use the entire Awards for any reason, the unaccepted or unused part of the Awards will be forfeited, and the Organizer will have no further obligation with respect to that Awards or portion of the Awards. No transfers or substitutions will be made, except at Organizer's sole discretion. Organizer reserves the right to substitute any stated Awards or any component

thereof with another Awards or component of equal or greater value for any reason. No more than the stated Awards will be awarded. Entrants waive the right to assert as a cost of receiving the Awards, any and all costs of verification and redemption and any liability and publicity that might arise from claiming or seeking to claim said Awards.

All the cash is paid in USD and will be paid to the winner's bank account, but winners are responsible for their own bank fees. If a bank account is not possible in the winner's country or for the winner's reasons, Paypal, alternative arrangement, will be made. The Organizer does not account for or have any liability for any prize winner's bank fees and charges that may be levied in currency conversion and transactions by the participating banks or institutions. The winner represents and warrants that its beneficiary account, including Paypal and bank account, shall be opened with the winner's personal identity information and as to the PayPal account, the screenshots and/or other materials shall be provided according to Organizer's requests to prove that such PayPal account has passed the real-name authentication with winner's personal identity information; otherwise, Organizer shall be entitled to request the winner to change such beneficiary account and the delayed payment due to such account change shall not constitute an overdue payment. Please be noted that the cash Prize paid via Paypal will be delivered by a designated payment service provider, and all winners who will receive the cash Prize agree that the Organizer has the right to share your personal information to a payment service provider for the purposes of facilitating the payment of the Prize.

If you object to your username, profile picture being made public in this way, and you do not wish to participate in the Program, you can opt out of this Program.

We are obliged to make public or available information proving that a valid identification of the Winners and delivery of the Reward has taken place. To this end, we will share the surname and region of the Winners with anyone who contacts us within one month of the end of the Program Period pursuant to the below Winners List section, in this regard, through your participation in the Program, 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 (<https://www.tiktok.com/legal/report/privacy?lang=en>). In this regard, please note that this information may need to be shared with the relevant regulatory bodies at their request.

9. Personal Data

TikTok will process your personal data for purposes related to the execution and administration of the Program, including Programs and the processing of the Program 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 Program. You may exercise your data protection rights by contacting us via the [Privacy Report](#).

TikTok will display your Winners' username, profile picture and Entry on the Program Prompt page (<http://effecthouse.tiktok.com/active-Programs/fun-with-star-rail>), in accordance with our Privacy Policy (<https://www.tiktok.com/legal/privacy-policy?lang=en>). If you do not want your username, profile picture being displayed, you may opt out of the Program at any time.

TikTok may process your personal data to contact you and require additional or supplementary information related to your participation in the Program for the intents established in these Terms.

10. License

By participating in the Program, each Entrant grants the Organizer an irrevocable, transferable, sublicensable, non-exclusive, unlimited, free, worldwide, and for the maximum term allowed by local law license in order to publish videos or photos made using the Entry on websites and social media channels designated by the Organizer or TikTok.

You acknowledge and agree that your participation in the Program may provide you additional commercial exposure, which is of economic value and represent benefits for you as Participant.

11. Confidentiality

Subject to the terms of this section, you must keep confidential, and not publish or share with any third party, the details of any reporting metrics that may be provided by TikTok or other non-public information contained or resulting from this Program (including the seminars and workshops) , unless otherwise permitted by TikTok or disclosed to legal or professional advisors under a confidentiality obligation.

12. Abuse of the Program

We reserve the right to disqualify you from the Program, 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 Program;
- 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 Program 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 Program.

Tasks performed by agents or those automatically generated by a computer, or other automatic methods will

not be eligible and will not be counted.

13. Limitation of Liability and Indemnification

1. By participating in this Program you release, indemnify, defend and hold harmless TikTok, and its respective parent, subsidiary, and affiliated companies, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Program, and all of its respective past and present officers, directors, employees, agents and representatives (“**Released Parties**”) from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees), including but not limited to negligence and damages of any kind to persons and property, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entrant’ s entry, creation or submission of the Entry, participation in the Program, acceptance or use or misuse of the Prize (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of the Entry as authorized or licensed by these Terms and Conditions.
2. Without limiting the foregoing, the Released Parties shall have no liability in connection with:
 - a) any incorrect or inaccurate information, whether caused by TikTok’ s electronic or printing error, or by any of the equipment or programming associated with or utilized in the Program;
 - b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Program page;
 - c) unauthorized human intervention in any part of the entry process or the Program;
 - d) technical or human error which may occur in the organization or administration of the Program or the processing of Entries; or
 - e) any injury or damage or property which may be caused, directly or indirectly, in whole or in part, from the Entrant’ s participation in the Program or receipt or use or misuse of any Prize.

3. The Released Parties are not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Entries or for address or email address changes of the Entrants. Proof of sending or submitting the aforementioned will not be deemed to be proof of receipt by TikTok. If for any reason any Entry is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the Entrant's sole remedy is to request the opportunity to resubmit their Entry. Such a request must be made promptly after the Entrant knows or should have known there was a problem and will be determined at the sole discretion of TikTok and Organizer.

14. General

1. Terms and Conditions are available for inspection at the Organizer's office and at the Program page.
2. These Terms and Conditions, and the rules posted on the Organizer's designated website and Program page contain the entire agreement between you and the Organizer. Where there is a conflict between these Terms and Conditions and any other document, Policies or agreements, these Terms and Conditions will take precedence.
3. The Organizer has the exclusive right to amend the Terms and Conditions. Participants will be notified of any changes.
4. The Organizer may change the Terms and Conditions in the event of:
 - a) inability to conduct the Program at the originally set date due to reasons beyond the Organizer's or TikTok's control, the occurrence of which they could not foresee even with due diligence;
 - b) legal obligation to make changes, including the obligation to adjust the Terms and Conditions to the current legal state.
5. A change to the Terms and Conditions may not result in a worsening of the situation of Entrants.

6. The Organizer shall inform Entrants of changes to the Terms and Conditions by publishing the amended version on the Organizer's website at least 7 days before the changes come into force.
7. 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.
8. This Program is skill-based and does not involve any form of luck or auctions. There is no charge for participation in the Program.
9. For questions regarding the Program, you may send an email to [\[effect_house_support@tiktok.com\]](mailto:effect_house_support@tiktok.com).
10. 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 TikTok Platform.

15. Winners List

1. All Winners of this Program will be announced on the Accelerator page on December 6th
2. Names of the Winners of this Program may be requested via email with the subject line "Effect House Accelerator" to effect_house_support@tiktok.com.