

Review - Global Legal - Best of 2023 Challenge

Best of 2023

Official Rules

No Purchase Necessary

Challenge 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 Unleash Your Imagination Challenge (this "**Challenge**"), a promotional competition where effect designers are challenged to create effects! The Challenge will be held from December 7, 2023 at 10:00 AM PDT to Jan 3, 2024 at 23:59 PM PDT (the "**Challenge Period**"). Winning participants will be selected by a panel of judges from TikTok in accordance with the Winner Selection section below and rewarded accordingly.

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

The Challenge 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 Challenge.

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 Challenge (the "**Participant**" or "**you**") in the Challenge, and set forth terms and conditions for participating in the Challenge 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 the following individuals will be eligible to participate in the Challenge:

- individuals who are residents of Eligible Regions as listed on the Challenge Prompt (<https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/>);
- 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 Challenge;

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 Challenge 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 Challenge

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

- 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 Challenge Prompt on the Effect House Challenges page (<https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/>).
- c. When submitting effects, check **Best of 2023** on the effect submission page to enter this Challenge.

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 December 7, 2023 PDT and January 3, 2024 PDT ("**Challenge 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 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 Submission.

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

3. Submission Requirements

All Entries must meet all of the following requirements:

- Effects must follow the Challenge Prompt (<https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/>)
- Effects must follow all applicable laws and all TikTok Policies, including without limitation the TikTok [Community Guidelines](#) and [Effect Guidelines](#).
- 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 perChallenge from anyone appearing in the Entry (if under 18 or the age of majority in your jurisdiction, written perChallenge from their parents or legal guardians) required to grant the license specified herein to TikTok.

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

4. How to opt out of and re-enter the Challenge

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, your Entry(ies) will be disqualified and ineligible for rewards associated with the Challenge.

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

5. Winner selection

Winning Effects will be selected by a panel of judges who are employees at TikTok based on subjective and objective criteria as listed below:

Weight	Metric	Details
40%	Relevance to the theme (https://effecthouse.tiktok.com/atest/active-challenges/best-of-2023/)	Effect must follow the specified theme
30%	Creativity	Effect must be unique and innovative
30%	Seamless experience	Creators must be able to understand and use the effect with ease

Thirty-one (31) winners ("**Winners**") will be eligible to obtain a Reward. Participants can receive a Reward from the challenge. For Participants who submit multiple Entries, only the highest-scoring effect (according to the above criteria) will be taken into consideration.

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

- **Effect of the Year (1):** \$5000
- **Best Minigame Effect (1):** \$1500
- **Best AR Environment Effect (1):** \$1500
- **Best Character Effect (1):** \$1500
- **Best Quiz Effect (1):** \$1500
- **Best Album Effect (1):** \$1500
- **Creativity Award (25):** \$100

Evaluation will occur between January 3, 2024 PDT and January 17, 2023 PST ("**Scoring Period**").

There will be no public leaderboard during the Challenge.

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

6. Rewards Conditions

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

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 Challenge including after determination and announcement of winners.

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

7. Notification and Receipt of Rewards

On Jan 17, 2024, all Winners will be announced on the Challenge Prompt page (<https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/>).

Rewards will be distributed to each Winner within thirty (30) business days after the Winner has been successfully contacted and fulfilled all Challenge requirements.

Cash Reward Distribution

Cash Rewards will be paid to the relevant Winners' payment accounts (PayPal or bank accounts). Winners agree to accept funds transferred to their 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 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.

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

If you are from regions where Effect House Rewards Center is eligible (check it on <https://effecthouse.tiktok.com/rewards/center>), you need to add your payment info through Rewards Center to collect your rewards.

Winners will be announced on the campaign page, <https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/>. Winners must follow the directions on the campaign page <https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/> to claim the Reward, which may include, for example, providing payment account info/a valid address for the delivery of Rewards, or signing an authorization letter and providing necessary IP license documentation and/or showing proof of being an authorized account holder. We reserve the right to disqualify any Participant and/or Entry in our sole and absolute discretion. If any potential winner cannot be contacted and confirmed a Winner as above, or in the event that any Reward is not successfully claimed, the Reward may be forfeited and an alternative potential Winner may be selected at TikTok's sole discretion. We are not responsible for any unsuccessful Reward claims or any failed attempts to contact a potential winner.

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 Challenge Period pursuant to the below Winners List section, 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 information may need to be shared with the relevant regulatory bodies at their request.

8. Personal Data

We will only process your personal data for purposes related to the execution and administration of the Challenge, including Tasks and the processing of the Challenge Participants' personal data, in accordance with our [Privacy Policy](#) and these Terms. You may exercise your data protection rights by contacting us via the [Privacy Report](#).

We will display Winners' username, profile picture and Entry on the Challenge Prompt page (<https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/>), in accordance with our [Privacy Policy](#). If you do not want your username, profile

picture being displayed, you may opt out of the Challenge at any time.

9. 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 [TikTok Terms of Service](#) and [Effect House Terms of Service](#) and include, without limitation, to our rights of use and display your Entries for the purposes of administering and promoting the Challenge. By participating in this Challenge, you accept the attached Authorization Letter (see the Appendix).

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) and the demo video(s) 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.

10. Abuse of the Challenge

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

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

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

Insofar as permitted by law, we will not assume any responsibility or liability for any inaccurate or failed electronic data transChallenge, technical faults, failed entries nor any inaccessibility or unavailability of the internet or TikTok.

The Challenge 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 Challenge, or announcement of the Rewards and/or all Challenge-related materials.

By entering this Challenge, 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 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 Entries in connection with any Rewards will result in increased views or use of effects, or in any other results whatsoever.

12. 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 Challenge is skill-based and does not involve any form of luck or auctions. There is no charge for participation in the Challenge. Other than as expressly set out in these Terms, we do not make any promises or commitments about the Challenge, such as the specific function of the Challenge, 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 Challenge (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 Challenge 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 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 Misison 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 Challenge, in whole or in part, and/or modify, amend or suspend any Challenge, and/or these Terms in any way, at any time, for any reason without prior notice.

All Challenges 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 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.

13. Winners List

All Winners of this Challenge will be announced on the Challenge Prompt page on January 17, 2024. Names of the Winners of this Challenge may be requested via email with the subject line "Unleash Your Imagination" to

effect_house_support@tiktok.com.

14. 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 Challenge, participant releases and holds harmless TikTok, its affiliates, subsidiaries, related companies, advertising and promotional agencies and prize suppliers (collectively, the “Challenge 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 Challenge, any breach of these Terms, applicable laws or any TikTok Policy, or in any Rewards-related activity. The entrant agrees to fully indemnify the Challenge Parties from any and all claims by third parties relating to a Challenge, 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 Challenge, including Challenges and the processing of the Challenge 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 Challenge. You may exercise your data protection rights by contacting us via the [Privacy Report](#).

We will display your username and profile picture on the page (<https://effecthouse.tiktok.com/latest/active-challenges/best-of-2023/>), in accordance with our [Privacy Policy](#). If you do not want your username, profile picture being displayed, you may opt out of the Challenge at any time.

We may process your personal data to contact you and require additional or complementary information related to your participation in the Challenge for the intents established in these Terms.

License

You acknowledge and agree that your participation in the Challenge 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.

Appendix:

Authorization Letter

[Authorization Letter-TTEH Mission-EN-20220616](#)