

T&Cs for Effect House Monthly Mission (202404)

Effect House Monthly 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 Monthly Mission (this "**Mission**"), a promotional competition where **Bronze, Silver and Gold badge** effect designers are **encouraged** to create Effect House Monthly Mission effects! The Mission will be held on a Monthly Basis as winners will be selected & rewards will be delivered once every month. **The Mission will start from Dec 7, 2023 at 00:00 AM and lasts for one (1) year, unless terminated as set forth below. This Mission will automatically renew for successive one (1) year periods, unless terminated as set forth below. (the "Mission Period")** Participants will have the chance to win cash rewards according to **Eligible Entries** published.

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:

(1) You are a **Bronze, Silver, or Gold badge level creator**; (Learn more about Effect House Badges [\[hyperlink to https://effecthouse.tiktok.com/portal/badges/?enter_method=top_navigation\]](https://effecthouse.tiktok.com/portal/badges/?enter_method=top_navigation))

- **Important note:**
 - The intention of this Mission is to reward Bronze, Silver and Gold badge creators. If you are a Platinum or Diamond level creator, you will be ineligible to participate in this Mission. If you level up from Gold to Platinum or Diamond badge after signing up for this Mission, you will still be eligible for the remainder of the month of the upgrade. However, in the following month, you will become ineligible to participate in the Mission.

(2) You reside in one of the Eligible Countries below.

- 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>

(3) You are an individual who is 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. Click the Sign Up button for Monthly Mission in the Effect House software, or on the Monthly Mission's campaign page (<https://effecthouse.tiktok.com/latest/active-missions/monthly-mission/>)
- c. Keep publishing effects in the calendar month until reaching rewards thresholds. Effects created before signing up are ineligible and creators need to sign up again each month to participate.

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

Effects are reviewed before they are published, so it may take a day or more for entries to go live. For example, if an effect is submitted towards the end of the month, it may not go live until the following month, and will not be counted as the former month's eligible entry.

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

4.1 Rewards winner

An unlimited number of winners of rewards ("**Winners**") will be eligible to receive a cash reward ("**Reward**"). **Only Eligible Entries (see below) are eligible for Rewards.** Limit of one (1) Reward per person.

Rewards will be delivered on a monthly basis, depending on the number of **Eligible Entries** you submit during each calendar month:

| Eligible Entry criterion | Number of Eligible Effects in each calendar month (from 0:00 on the first day to 24:00 on the last day) | Reward per Winner (USD) |
|--|--|--------------------------------|
| An Eligible Entry is an effect that is used in 500 unique video posts within the first 14 days from the date when it is first made available on the Platform. | 3 | US\$10 cash |
| | 4 | US\$20 cash |
| | 5 or more | US\$30 cash |

Important notes:

- **The cash rewards are mutually exclusive. i.e. a participant can only win one prize each month (the highest one he/she can claim).**
 - For example, if you published 7 Eligible Effects in December, you will be eligible for the US\$30 reward.
- **Each effect will have to pass our content safety review before it is made available on the Platform. The review usually takes 1 to 3 business days.**
- **"Unique video posts" means TikTok videos (videos posted on TikTok that use the effect you submitted through Effect House). Only unique qualified video posts count towards the rewards.**
 - For example, if a user publishes 2 different videos using the same effect on the same day, this counts as 1 unique video post. If a user publishes 2 different videos using the same effect on 2 different days, this counts as 2 unique video posts.

Evaluation will occur on a monthly basis. For instance, winners for December will be decided after January 14th, so all entries published in December will have at least 14 days to meet the unique video posts requirements. ("**Scoring Period**").

Winners will be notified on effecthouse.com in the third week of the calendar month of the **Scoring Period**. There will be no public leaderboard during the Mission.

4.2 Rewards delivery

Rewards will be **paid in the next calendar month after your receipt of the winner notification**. For example, January Monthly Mission winners will be selected **and notified** in February and their rewards will be **paid** in March.

Rewards can be claimed through [Rewards Center](#). To avoid a delay, creators should add payment info before winners are selected.

5. Rewards Conditions

If you are eligible to collect cash Rewards, you can trigger payment of the monetary value given by TikTok by following the relevant payment process as described below, which will initiate the payment of money to your external account.

- You must have registered for an account with a payment service provider that we support in your region (e.g. PayPal) and connected that account to your account on the Platform. We reserve the right to require this account to be registered in your own name.
- You must make sure that the information you provide is accurate, complete and up-to-date. You will be solely responsible for any consequences (e.g. lost,

stolen or misdirected funds, or other harm) resulting from providing inaccurate or incomplete information.

- We may verify your payment information and eligibility to collect Reward payments, such as identity, age and location. If additional information is required, you agree to provide us with such information upon request.
- Transaction fees and daily minimum and maximum Reward payments may be applied when we make a payment to you. You can check the payment details when you initiate the payment process.
- We may, for security reasons and/or to maintain the integrity of your account, suspend your ability to obtain a Reward payment. We will contact you if we have to do this. Where we need to make urgent changes for security, safety, legal or regulatory requirements, we may not be able to provide you with advance notice, but we will let you know as soon as we are able to. If you believe that we have made an error by suspending your ability to obtain a Reward Payment, then please contact us [here](#).
- We are not responsible for any loss or damage caused by payment method providers, provided it is not as a result of our actions.

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

TikTok 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 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.

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

Winners will receive a notification on effecthouse.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 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.