

## TikTok For Business Awards Terms and Conditions

TikTok is launching the TikTok For Business Awards competition ("**TikTok Awards**") to showcase best-in-class creatives and celebrate the most entertaining, inspiring and effective campaigns on TikTok.

The TikTok Awards are jointly operated and promoted by TikTok Information Technologies UK Limited of One London Wall, 6<sup>th</sup> Floor, London, England, EC2Y 5EB ("**TikTok UK**") and TikTok Technology Limited, a company registered in Ireland, with its registered office at 10 Earlsfort Terrace, Dublin, D02 T380 Ireland with company number 635755 ("**TikTok Ireland**"). TikTok UK and TikTok Ireland shall be collectively referred to as ("**TikTok**"/"**We**"/"**Our**"/"**Us**").

These terms and conditions ("**Terms**") govern the TikTok Awards. By accepting these Terms and participating in the TikTok Awards, all participating businesses ("**Business(es)**") and/or representatives of Business (e.g. an employee or director) ("**Representative(s)**") (together "**Participants**", "**Entrants**" or "**you**"), agree that these Terms apply to you. Businesses agree that if a Representative participates in the TikTok Awards and accepts these Terms, this will constitute agreement to these Terms on behalf of the Business. Any Representative that accepts these Terms on behalf of a Business warrants and represents that they have full power and authority to do so. Representatives acknowledge that any prizes (if any) will be awarded to their Business and not to them individually.

The TikTok Awards will run between 30<sup>th</sup> May at 12:01am GMT – 16<sup>th</sup> October 2022 at 23:59pm GMT ("**Competition Period**"). Entries must be submitted on [thetiktokawards.eu](https://thetiktokawards.eu) ("**Site**") during the Competition Period. Judging will take place between 17<sup>th</sup> – 31<sup>st</sup> October 2022, with the winners announced at local awards ceremonies in November 2022.

Any personal data processed as a result of your participation in the TikTok Awards will be processed in accordance with our [TikTok for Business Privacy Policy](#) ("**Privacy Policy**") and Section H of these Terms below. In the event of any conflict between the Terms with any other communications, including advertising or promotional materials, these Terms shall prevail.

### **A – Eligibility**

1. Campaign submissions ("**Entries**") are open to companies of all sizes, including brands, creative agencies and media agencies. By making an Entry, you confirm that you have all necessary rights, licences and permissions to submit the content and campaign for the purposes intended under these Terms.
2. Representatives must be aged 18 years or above. We may request proof of your age at any point following submission of your Entry.
3. Representatives must be full time employees of the Business and have authority to enter the TikTok Awards on behalf of the Business.
4. Representatives may only submit Entries in respect of paid ad campaigns which were or will be originated in the local market for the region selected on the Site when submitting the Entry.
5. Submissions must be entered correctly in accordance with these Terms and any instructions on the Site in order to be valid. We are unable to accept any Entries submitted outside of the Site, for example by way of e-mail or via any social media platforms including the TikTok platform. Entries automatically generated by a computer program or other automatic method will not be accepted.

6. Officers, directors and employees of TikTok and our parents, subsidiaries, affiliates and partners connected with the TikTok Awards are not eligible to enter the TikTok Awards as Representatives. Businesses must not be prohibited by applicable export controls and sanctions programs from participating in the TikTok Awards.
7. We reserve the right to disqualify you at any time if you have contravened any of these Terms or if your conduct in relation to the TikTok Awards, whether online, to the news media or via any other public outlet, may cause reputational damage to us or our partners. If we disqualify you, we may substitute another winner in your place.
8. Entries submitted before or after the Competition Period and/or not fulfilling the conditions listed in these Terms, will not be eligible for consideration. The date of submission for each Entry is calculated using the date stamp applied to the Entry posted on the Platform. Any complaints on missing or delayed submissions will not be considered.
9. Businesses shall ensure that they, and their Representatives, comply with these Terms and any applicable laws, regulations and fiduciary obligations applicable to their Entry, including but not limited to anti-bribery and data protection laws.
10. In addition, to be eligible:
  - (i) Entries must relate to paid ad campaigns that have gone live on TikTok from 1<sup>st</sup> January 2022 – 16<sup>th</sup> October 2022;
  - (ii) You must have all rights necessary to submit the Entry, including written permission from anyone featured in your Entry;
  - (iii) Entries must comply with the TikTok for Business Commercial Terms of Service, the TikTok for Business Advertising Terms and all applicable TikTok Advertising Policies and Community Guidelines (“**TikTok Terms**”).
  - (iv) Entries must not contain any content or material that violates or infringes upon any music copyrights, trademarks, rights of privacy, publicity, moral rights, and/or other rights of any person or entity; and
  - (v) Entries must not contain, incorporate or otherwise use any content or material that is inappropriate, obscene, defamatory, libellous, discriminatory, unlawful or otherwise in violation of TikTok Terms or applicable laws and regulations.
11. TikTok reserves the right to verify eligibility requirements and all determinations will be made at TikTok’s sole and absolute discretion, acting reasonably.

## **B – How to enter**

12. Provided that you meet the eligibility requirements as set out above, you may, during the Competition Period, submit via an online form on the Site:
  - a) One submission form for the Greatest Creative category in your local market; and
  - b) One submission form for the Greatest Performance category in your local market.
13. You may submit unlimited Entries during the Competition Period on the Site.
14. All data provided during the registration process on the Site and in any subsequent communications with TikTok in relation to the TikTok Awards must be complete, accurate and correct.

## **C - Judging**

15. After the Competition Period, the Entries will be judged by a panel of independent judges in each local market (“**Local Jury**”), who will evaluate the entries in accordance with the criteria set out in these Terms.
16. Each Local Jury will review the Entrants for the “Greatest Creative” and “Greatest Performance” submissions in accordance with the following:
  - a) “Greatest Creative” - The Greatest Creative celebrates the brands that dare to push the boundaries of creativity on TikTok and embody our golden rules for success on the

platform: turn up as your authentic self, forget about crafting the perfect post, and bring joy to everything you do.

- b) “Greatest Performance” – The Greatest Performance celebrates the measurable impact of great creative work, highlighting brands who leveraged TikTok to drive top-notch tangible business results. It’s awarded to campaigns that unlocked significant reach or influenced consumer behaviour in an innovative way to meet specific marketing objectives.
17. The top ten campaigns per category (which will have scored the highest number of votes in total) will be shortlisted for the final vote for each category. The local market winner for each category will be announced in person at a local awards ceremony. Participants that submit valid Entries may be invited by TikTok to the local awards ceremony via email.
  18. The Local Jury will also select and announce at the local awards ceremony one overall winner for “Greatest TikTok” in that local market. The “Greatest TikTok” celebrates the brands that embody entertainment on the platform, fully embracing TikTok’s mission to inspire creativity and bring joy. It’s awarded to the brand that best tapped in to TikTok’s community, culture and creativity, and felt the most inherently TikTok.
  19. The Local Juries in each market will discuss and designate one “Greatest TikTok EU” winner overall across all the participating markets.

#### **D – Prizes**

20. There will be three winners (one per category – Greatest Creative, Greatest Performance and Greatest TikTok) of the TikTok Awards in each local market and one “Greatest TikTok EU” winner overall across all the participating markets.
21. The Local Jury will have discretion to award the following prizes to winners of the local TikTok Awards (subject to change at TikTok’s discretion):
  - a) TikTok trophy
  - b) Ad credits assigned to the winning brand
  - c) Custom premium swag
  - d) Paid media partnership celebrating winners
  - e) Badge to promote the win on social media or in client decks
  - f) Flying the “Greatest TikTok” local winners to the Grand Prix at a central EU location (maximum six attendees per winning group (i.e. client/media agency/creative agency) chosen at the winner’s discretion) up to a maximum budget to be communicated by TikTok to the winners
22. The “Greatest TikTok EU” overall winner will be emailed and publicly announced on TikTok For Business owned channels (socials and website) and in our paid media partnership. The “Greatest TikTok EU” overall winner may receive (subject to change at TikTok’s discretion) a TikTok trophy, custom premium swag and a paid EU media partnership celebrating winners.
23. TikTok reserves the right to request evidence of the winner’s eligibility to participate in the TikTok Awards or claim the prize(s) (i.e. the winners may have to provide a copy of their passport or ID, visas, Covid-19 vaccination status, health insurance and any other mandatory paperwork for travelling purposes).
24. Subject to any applicable government-imposed travel restrictions, the winners are responsible for ensuring their representatives’ availability to travel and attend the Grand Prix at the location and on the scheduled dates (to be confirmed by us), together with related promotional and publicity activities to be advised.

#### **E – Intellectual Property**

25. As between TikTok and you, you retain ownership of the pre-existing underlying intellectual property rights in any content or material submitted by you as part of your Entry. By submitting an Entry, you hereby grant TikTok and its affiliates a non-exclusive, irrevocable, sub-licensable, worldwide and royalty-free licence (without any obligation of attribution or

consent) for the duration of any intellectual property rights in the Entry to broadcast, publish, promote, copy, reproduce, transmit, display, edit, adapt, modify (including engaging a third party company to add subtitles to the video embodied within the Entry on your behalf), create derivative works of and/or otherwise distribute or use the Entry (in particular the video embodied within the Entry regardless of whether you are a winner or not) both on and off the TikTok platform (i) in connection with, or promotion of, the TikTok Awards; (ii) for the purpose of showcasing or exhibiting any of the Entries (for example by way of exhibition on the TikTok platform via a 'hub' or at any events which may be in front of an audience and also livestreamed or posted on the TikTok platform or any other third party social media platform (iii) in any other manner, format or media, in any part of the world, on online platforms including without limitation Facebook, YouTube, Twitter, and Instagram; (iv) for any advertising, promotional or marketing purposes (whether organic, paid or out of home advertising) of TikTok; (v) other forms of media, whether online or offline as online articles and blog posts, electronic newsletters and other electronic marketing materials. You irrevocably grant all consents and waivers necessary in connection with the above, without further compensation to you.

26. Through your acceptance of these Terms, you confirm that you have obtained any and all necessary third party clearances to enable you to submit the Entry for the TikTok Awards and for TikTok's use of any Entry in accordance with these Terms. At TikTok's request, you must provide evidence of the same, and if you are unable to provide evidence when requested, then TikTok has the right to disqualify your Entry. Acceptable evidence may include (i) a registration certificate (ii) a licence or assignment agreement (iii) a power of attorney (iv) or other relevant materials, documents or statements that demonstrate you are the copyright owner of the Entry or have been authorised by the copyright owner of the Entry to make the entry.

#### **F – Limitation of Liability**

27. To the maximum extent permitted by law, TikTok (including its respective officers, employees, agents and affiliates) is not responsible for and excludes all liability (including negligence), for any 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 TikTok Awards (including in respect of any winners, (ii) any technical difficulties or equipment malfunction (whether or not under TikTok's control); (iii) any theft, unauthorized access or third party interference; (iv) any Entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by TikTok) due to any reason beyond the reasonable control of TikTok; (vi) any tax liability incurred by a winner or Entrant; or (vii) use of a prize.
28. Nothing in these Terms will exclude or limit the liability of TikTok (including its respective officers, employees, agents and affiliates) for death or personal injury as a result of the negligence of TikTok (including its respective officers, employees, agents and affiliates), fraud or fraudulent misrepresentation or any other liability that may not be excluded or limited by applicable law.
29. TikTok (including its respective officers, employees, agents and affiliates) shall not be liable under or in connection with these Terms (whether in contract, tort (including negligence) or otherwise) for any loss or profit or indirect or consequential losses suffered or incurred by you (whether or not any such losses were foreseeable or within the reasonable contemplation of the parties).
30. Subject to this section F, TikTok's (including its respective officers, employees, agents and affiliates) total aggregate liability to a Participant under or in connection with these Terms (whether in contract, tort (including negligence) or otherwise) is limited to £1000.
31. TikTok shall not be responsible for any force majeure event (including natural disasters, activities subject to the instructions of government agencies, cyberattacks, pandemic, actions taken by governments or actions of third parties (other than our subcontractors)), which results in loss, damage or disappointment suffered by you as a result of your participation in the TikTok Awards.
32. 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 the Site.
33. You agree to defend, indemnify and hold harmless TikTok (including its respective officers, employees, agents and affiliates) from any and all claims, allegations, liabilities, costs, and expenses, including, reasonable attorneys' fees and expenses, brought or asserted against

TikTok (including its respective officers, employees, agents and affiliates) arising out of, or relating in any way to your Entry or your breach of these Terms.

## **G – Reservation of Rights**

34. For the avoidance of doubt, the Entrant agrees and undertakes not to take part in any fraudulent activity relating to the Entry (or the TikTok Awards generally), this may include creating (or engaging a third party to create) bots to obtain viewing data for the Entries or interfering with any Entries in a fraudulent or dishonest manner. TikTok reserves the right, to disqualify any Entry that has breached this paragraph. If there has been a breach of this paragraph, to the extent it undermines the integrity of the TikTok Awards, TikTok reserves the right to postpone modify or suspend the TikTok Awards, as appropriate. TikTok also reserves the right to moderate any Entry, and to disqualify any Entry in breach of these Terms.
35. If, for any reason, the TikTok Awards are not capable of running as planned, TikTok may, at its sole discretion, cancel, terminate, modify or suspend the TikTok Awards or any element thereof.

## **H – Privacy**

36. TikTok will collect and process personal information about the Entrants, including name, email address, telephone number, country of residence and any personal information contained within the Entry or otherwise provided to TikTok during the course of the TikTok Awards such as proof of age documentation.
37. Personal information provided by Entrants will only be used and processed by TikTok for the purposes of conducting the TikTok Awards and in accordance with these Terms. Entrants' personal information may be disclosed to the TikTok's agents, affiliates and third party judges (including those outside the UK/European Economic Area). If the information requested is not provided, the Entrant may not be able to participate in the TikTok Awards.
38. All personal information collected in connection with the TikTok Awards will be processed in accordance with the Privacy Policy.
39. Each Entrant understands that by participating in the TikTok Awards they may receive electronic communications from TikTok or be contacted by telephone in relation to the TikTok Awards.

## **I – Promotional Activities**

40. Each Entrant agrees (i) to take part in any and all marketing, promotional, publicity requests from TikTok with respect to the TikTok Awards, (ii) that TikTok may use the Entrant's name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of the TikTok Awards, (iii) and grants TikTok all consents and waivers necessary for TikTok to run and promote the TikTok Awards, including in respect of any promotional photographs and/or audio/video recordings taken of the Entrant at any of the Events (or any additional events that the Entrant may attend (as invited by TikTok) as a result of an Entrant winning the Prize.
41. Entrants shall not, without the prior written approval of TikTok, speak to the press or any other media, or give any interviews or comments relating to the TikTok Awards.

## **J – General**

42. You are responsible for any and all expenses incurred in entering or participating in the TikTok Awards. You will not be reimbursed for any expenses incurred in participating in the TikTok Awards.
43. If any of these clauses are 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.
44. You shall 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 prior written consent.
45. These Terms will be governed by the laws of England and Wales and any disputes will be subject to the exclusive jurisdiction of the English courts.

