

Lenslist - Call for Content Terms and Conditions

§ 1.

General provisions

1. This document (the "**Terms and Conditions**") determines the terms and conditions of each and every call for content (the "**Call for Content**") organized on Lenslist.co portal by a Polish limited liability company STICK AND PLAY APPS spółka z ograniczoną odpowiedzialnością having its legal seat in Warsaw, address: Al. Jerozolimskie 56c, 00-803 Warszawa, Poland, entered into the commercial register kept by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division, under the KRS number: 528849, having tax identity number (NIP): 5272723554 and share capital: PLN 5,000.00 (the "**Organizer**" or "**we**"), including the conditions to be fulfilled by an individual ("**Participant**" or "**you**") in order to participate in the Call for Content.
2. The Terms and Conditions form a legal binding agreement between Participant and the Organizer. In order to participate in the Call for Content you have to first read and accept the Terms and Conditions. By submitting your work pursuant to § 4 and § 5 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 Call for Content will be specified in the Privacy Policy available on the given Call for Content's website.
3. The Organizer further announces that by participating in the Call for Contest, the Participant represents that Participant has read, accepted, agreed and will comply with the rules set forth in the following documents:
 - a) The Terms and Conditions;
 - b) Creative Brief for specific Call for Content published on the Organizer's website.
4. All information concerning the detailed conditions of individual Call for Content, dates of publication of Call for Content, their subject matter, method, deadline for completing the task, using technology, announcement of results, the amount of Awards and distinctions will be published in a brief ("**Brief**") for each Call for Content on the Organizer's website <https://lenslist.co/dare/lenslist-x-spark-ar-3-c4cthose-long-nights>.
5. The Organizer informs Participants of the websites where the detailed terms and conditions of individual Call for Content are published.

§ 2.

Definitions

Any capitalized words and terms used in these Terms and Condition shall have the following meanings:

- a) **Participant** – a natural person of legal age of majority in their country of residence, but in any event not younger than 18 years old;
- b) **Organizer** – Polish limited liability company STICK AND PLAY APPS spółka z ograniczoną odpowiedzialnością;
- c) **Team Leader** - the individual who submits an AR Effect on behalf of the Creator Team will be designated the leader of the Creator Team;
- d) **Work** – The task for the Participants consists of creating, publishing and submitting content;
- e) **Awardee Agreement** - the agreement from the Organizer which the Awardee is obliged to complete and send back in a scan to the indicated e-mail address of the Organizer within 7 days.

§ 3.

Conditions of participation

1. Participation in the Call for Content is free of charge. In order to participate in the Call for Content, a Participant shall read and accept the Terms and Conditions, fulfil the conditions of participation and perform the task described in § 5 of the Terms and Conditions.
2. If more than one natural person takes part in the Call for Content submits one AR Effect (the “**Creator Team**”), all members of the Creator Team agree that:
 - a) the individual who submits AR Effect on behalf of the Creator Team will be designated the leader of the Creator Team (the “**Team Leader**”);
 - b) the Team Leader is solely responsible for distributing any proceeds resulting from being selected as an Awardee to the other individuals in the Creator Team.
3. Employees of the Organizer and/or Facebook Inc. and its subsidiaries (“**Facebook**”), their immediate family members (parents, step-parents, children, step-children, siblings, step-siblings and spouses, regardless of where they live), anyone who shares a residence with the above at least 3 months out of the year or anyone professionally associated with the Organizer or with the Contest are excluded from participation.
4. The Call for Content is open to Participants from all around the world, however, you must ensure that your participation is lawful in accordance with the laws of your country of residence. The Rules are void where participation would not be permitted under local national laws. You are not (i) the target of any sanctions, including any person on the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control, the EU Consolidated Financial Sanctions List administered by the European Union, the Consolidated List of Financial Sanctions Targets in the United Kingdom administered by Her Majesty’s Treasury, and the United Nations Security Council Asset Freeze List; (ii) located, organized, or ordinarily resident in a territory that is the subject or target of comprehensive sanctions; or (iii) owned or controlled (as defined by the relevant sanctions law) by any such person described in clause (i) or (ii), as a result of which such owned or controlled person is subject to the same prohibitions or restrictions as the person described in clause (i) or (ii).
5. The Organizer informs that on the website <https://lenslist.co/dare/lenslist-x-spark-ar-3-c4ctthose-long-nights> has posted a list of countries from which natural persons residing there, due to special legal circumstances may not take part.
6. All rights in and to the material provided in the brief on the Organizer’s website <https://lenslist.co/dare/lenslist-x-spark-ar-3-c4ctthose-long-nights> reserved by Facebook Inc.
7. The creation and submission of an Effect does not create any employment relationship between the Participant and Facebook or Lenslist.
8. Facebook does not assist in administering the promotion. These Terms and Conditions do not create an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between you and Facebook, and you shall make no such representation to anyone. You have no right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of Facebook or to bind Facebook in any respect whatsoever. The liability of Facebook, in connection with the organization of the Call for Content is fully excluded. All questions, comments, complaints and claims related to the Call for Content should be directed to the Organizer and not to Facebook. Organizer and Participant irrevocably and unconditionally agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Facebook, its affiliates and their respective officers, directors, trustees, employees, sublicensees, contractors, users and

agents, from and against any and all third party claims, liabilities, losses, damages, penalties, taxes, costs and expenses (including reasonable attorneys' fees and court costs) directly, indirectly, wholly, or partially arising from or in connection with this Call for Content. The rights and obligations pursuant to this paragraph shall survive the termination, rescission or expiration of these Terms and Conditions.

§ 4.

The Works

1. The task for the Participants consists of creating, publishing and submitting content in accordance with specifications stipulated on the given Call for Content's website (the "Work").
2. When participating in the Call for Content, you are strictly prohibited from and you are hereby obligated NOT to:
 - a) upload, transmit, post, provide a hyperlink to or otherwise make available: – any Work that is unlawful, threatening, abusive, fraudulent, deceptive, defamatory, harmful to minors, or indecent in any way, as determined by Organizer in Organizer's sole discretion, including without limitation any Work that would constitute (or encourage conduct that would constitute) a criminal offence, 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, or otherwise causing injury of any kind to a third party;
 - Work that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
 - any Work that affects Facebook or Organizer adversely or reflects negatively on Facebook, Organizer or the Call for Content, Organizer's clients, affiliated companies, partners, sponsors 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 Call for Content;
 - any Work that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements, any private information of any third party, Work you did not have permission to post);
 - any material that contains 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;
 - uses or is suggestive of the trademarks or products of Facebook, the Organizer, Organizer's clients, affiliated companies, partners, sponsors;
 - b) participate in Call for Content to impersonate any person or entity, including but not limited to an employee of Organizer or its affiliated companies, or falsely state or otherwise misrepresent yourself, your age or your affiliation with a person or entity;
 - c) instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
 - d) act in a manner that is hateful or discriminatory based on race, color, sex, religion, nationality, ethnic or national origin, marital status, disability, sexual orientation or age or is otherwise objectionable, as determined by Organizer in Organizer's sole

- discretion;
- e) intentionally or unintentionally violate any applicable local, state, national or international law;
- f) post anything indecent, inflammatory, vulgar or overtly insulting, as determined by Organizer in Organizer's sole discretion;
- g) violate the terms of any third-party website or service, or the terms of any other agreement with any third party.

§ 5. Submission of Works

1. In order to participate in the Call for Content, you must create your Work ensuring that the requirements specified in Term and Condition and on the Call for Content's website site are followed, login to their Facebook account and submit it by filling out the form provided there.
2. Participants will receive confirmation of Work's application to the Call for Content within 24 hours of filling out the form.
3. Participants might be asked to send to the Organizer source files of the Work, in order to verify the Work.
4. One Participant may submit up to 10 Works.
5. The Organizer allows, subject to any Submission Period deadlines, the possibility of changing the Work that has already been submitted. For this purpose, the Participant must once again go through the entire procedure described in point 1 above. This is on the understanding that the new Work will replace the original Work, and the original Work will be disqualified, as the last submitted Work with the same name will be the one to take part in the Call for Content.
6. The Organizer reserves the right to disqualify any Participant or Work that does not comply with these Terms and Conditions in its sole discretion. Organizer is not obligated to notify you if your Work has been disqualified.
7. The Organizer reserves the right to remove inappropriate, offensive and harmful submissions as well as projects that do not fit the brief.
8. You can submit Work that has already been published, provided that Work meets the conditions set out in point 9 below, including in particular on the condition that Work has not been used commercially in any way.
9. To be an eligible submission, your Work must meet the following requirements:
 - a) Work must be your own original work, solely created by you;
 - b) Work must not have been previously licensed, sold, used, published, released, distributed or otherwise commercially exploited in any form;
 - c) Work must not have previously won any award;
 - d) Work must not infringe or violate any intellectual property rights (including copyright and trademark), privacy, publicity or other personal or proprietary rights of any individual or entity;
 - e) Work 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;
 - f) Work can be in any language;
 - g) Work can be any length of time;
 - h) Work must be published on Participants Facebook and/or Instagram account via Spark AR Hub;
 - i) Participant must follow [Facebook's Community Standards](#);

- j) Participant must comply with Facebook's [Terms of Service](#), Spark AR Studio [Terms](#), Spark AR and Frame Studio [Terms](#), and Spark AR [Policies](#);
- k) Participant agrees that participation in this Call for Content and agreement to these Terms will not violate any agreement to which (s)he is a signatory or party and that no such agreement otherwise limits Participants' ability to participate in this Call for Content or grant the rights granted in these Terms and Conditions.

§ 6.

Duration and timeline

1. Each and every Call for Content's duration and timeline are defined individually on the given Call for Content's website and include a Submission Period, Selection Period and Awardees Announcement. In § 1 point 4 the Organizer provides a website where all detailed information concerning particular Call of Content will be placed.
2. The Organizer reserves the right to extend the duration of the Call for Content in the event of unforeseen circumstances outside its control.
3. Work can be submitted in the Submission Period, which is specified in detail on the web page provided by the Organizer in § 1 point 4 of these Terms and Conditions.
4. In accordance with the rules contained in these Terms and Conditions and in the dedicated Call and Content on the following website <https://lenslist.co/dare/lenslist-x-spark-ar-3-c4cthose-long-nights>, after the end of the Submission Period, the Organizer verifies the eligibility of the Participants to participate in the Call for Content, reviews the submissions from them against specifications stipulated on the given Call for Content's website, and announces the Awardees list.

§ 7.

Selection of Awardees

1. Detailed rules and criteria for selecting the awarded Submissions are posted on a dedicated page for each Call of Content on the Organizer's website specified in § 1 point 4. 2. The amount of prizes and distinctions are described on a dedicated page for each Call of Content on the Organizer's website.
3. All Effects from Participants will be judged by a panel of judges selected by the Organizer in its sole discretion ("**Judges**"). The Judges will use the following criteria according to the percentage weights indicated (the "**Criteria**") to evaluate the Participants:
 - a) 25%: Craftsmanship: technical achievements, capabilities used, ability to take advantage of the platform;
 - b) 25% Originality: uniqueness, difference from other submissions;
 - c) 25%: Creativity: creativity of elements used to create the Effect;
 - d) 25%: Theme: how well the Work makes use of the competition theme.
4. All Judges' decisions are final and binding in all matters relating to this Contest. Each Participant acknowledges that other Participants may have created ideas and concepts contained in their Entry that may have familiarities or similarities to its Work (including, without limitation, a similar Work), and that Participant will not be entitled to any compensation or right to negotiate with the Released Parties because of these familiarities or similarities.
5. The Organizer informs that all communication with Awardee will be done through his/her email address given during registration or via direct message on Instagram.
6. The Organizer shall have the right to request, and the Awardee shall be obliged within 7 days in a manner indicated by the Organizer to submit source files concerning the awarded task.
7. The Awardee will receive the "*Awardee Agreement*" at the indicated e-mail address from the

Organizer. The Awardee is obliged to complete and send back the Agreement in a scan to the indicated e-mail address of the Organizer within 7 days. This condition is necessary for the payment of the Award. Failure to fulfil this obligation within the period specified in the above sentence may result in the Award not being paid.

8. The Award will be delivered within 60 days from the Announcement Date, provided that the formalities referred to in sec. 7 above will be completed by the Awardee and the Work will be positively verified.
9. The Organizer is not responsible for the inability to collect the Award for reasons attributable solely to the Awardee.
10. The Organizer will deduct a flat-rate tax on prizes from the Award, in accordance with the applicable regulations. The entire Award of a resident or non-resident of Poland who does not have a certificate of residence is subject to a 10% flat-rate income tax, provided that the Awardee does not conduct artistic and professional activity in the scope covered by the Call for Content. If the Awardee, a non-resident without a certificate of residence, conducts artistic and professional activity in the field covered by the Call for Content, his Award will be subject to a 20% flat-rate income tax.
11. If the Awardee, who is a non-resident, presents a certificate of residence, the Organizer will not charge a 10% flat-rate income tax, provided that the relevant double taxation avoidance agreement states so or the Organizer will apply the tax rate resulting from this agreement. In order for the Organizer to apply the provisions of the double taxation avoidance agreement, the Awardee undertakes to immediately present the certificate of residence and send its confirmation to the Organizer's e-mail address, no later than by 45 days from the Announcement Date.
12. 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.
13. 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, 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. Participants 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.
14. A valid bank account is required for Awardees to receive payment of their Award.
15. All costs of transferring the Award are borne by the Organizer.

§ 8.
Intellectual Property Rights

1. By entering the Call for Content, you declare that you are the author of the Work and you have all applicable intellectual property rights to the Work submitted in the Call for Content and that they do not infringe third party rights.
2. By participating in the Call for Content, each Participant grants the Organizer an irrevocable, transferable, sublicensable, non-exclusive, unlimited, free, worldwide license in order to publish videos or photos made using Participant's Work on websites and social media channels designated by the Organizer.
3. The Participant is liable to the Organizer in the event that his application for participation in the Call for Content or the Work violates the rights of third parties or generally applicable law. 4. In the event of posting content and Work that violates the law or rights of third parties, the Awardee is responsible. In the event of any claims by third parties against the Organizer for infringement of their copyright-as a result of Organizer's use of the Work, the Organizer shall immediately notify the Awardee of this fact, who undertakes to take over the above claims. 5. In connection with your participation in the Call for Content, you may acquire information or materials which are of a confidential or proprietary nature. You agree to use such confidential information only in connection with your participation in the Call for Content and agree to hold in confidence and to not disclose confidential information to any person or entity without the prior written consent of the relevant entity. You understand and agree that a violation of this confidentiality obligation may result in immediate termination from the Call for Content, among other remedies that may be sought by and available under law.

§ 9.
Complaints

1. Participants have the right to lodge complaints regarding the way the Call for Content is carried out. The complaint should include:
 - a) name and surname of the Participant;
 - b) mailing address;
 - c) exact description of reasons for lodging a complaint.
2. Complaints should be sent via email to: selection@lenslist.co.
3. Complaints can be submitted no later than 14 days from the date of Call for Content results' announcement. The date of complaint submission is the date of its delivery to the Organizer's email account.
4. The Organizer shall respond via email to the complaint no later than within 30 days of receiving it in a correct and complete form.
5. Complaints not containing any of the elements specified in Clause 2 above or submitted after the deadline specified in Clause 3 above shall not be considered by the Organizer.

§ 10.
Final provisions

1. Terms and Conditions are available for inspection at the Organizer's office and at <https://lenslist.co/dare/lenslist-x-spark-ar-3-c4ctthose-long-nights>.
2. These Terms and Conditions, the rules posted for each Call for Content on the Organizer's designated website together with the terms provided on the Creative Brief Site, the Privacy Policy, the Terms and Conditions of use for the Spark AR and the other documents referenced in

these Terms and Conditions, 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, Terms and Conditions will take precedence.

3. The Organizer has the exclusive right to amend the Terms and Conditions.

4. The Organizer may change the Terms and Conditions in the event of:

- a) inability to conduct the Selection at the originally set date due to reasons beyond the Organizer's control, the occurrence of which he 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 Participants.

6. The Organizer shall inform Participants of changes to the Terms and Conditions by publishing the amended version on the Organizer's website <https://lenslist.co/dare/lenslist-x-spark-ar-3-c4ctthose-long-nights> at least 7 days before the changes come into force.

7. A Participant who does not agree with the changes to the Terms and Conditions may resign from the Call for Content until the announcement of the results by submitting a statement of resignation to the Organizer. A statement referred to in the preceding sentence may be sent to the Organizer at one of the addresses specified in § 9 point 2 of the Terms and Conditions. Resignation from the Call for Content due to changes in the Terms and Conditions will result in the expiry of the license granted by the Participant.

8. If any provision of the Terms and Conditions, several or part of these provisions are or will become ineffective, it does not make other provisions ineffective. An ineffective provision should be replaced with an appropriate effective provision.

9. In matters not covered by these Terms and Conditions, the provisions of generally applicable Polish law, in particular the relevant provisions of the Civil Code, shall apply, unless it is not possible due to the need to apply the provisions of the law of the registered seat or place of the residence of the Participant.

10. Terms and Conditions come into force on the day of its publication on the website: <https://lenslist.co/dare/lenslist-x-spark-ar-3-c4ctthose-long-nights>.