

LENSLIST META SPARK HACKATHON - TERMS AND CONDITIONS

§ 1.

General provisions

1. This document (the "**Terms and Conditions**") determines the terms and conditions of the Lenslist Hackathon for Meta Spark Creators (the "**Contest**") organized on Lenslist.co portal by a Polish limited liability company LENSLIST Spółka z ograniczoną odpowiedzialnością having its legal seat in Warsaw, Poland under address: Solec 81B / 73A, 00-382 Warszawa, Polska, entered into the commercial register kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division, under the KRS number: 0000929279, having tax identity number (NIP): 5213944791 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 this Contest.
2. The Terms and Conditions form a legal binding agreement between Participant and the Organizer. In order to participate in this Contest 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 this Contest will be specified in the Privacy Policy available at: <https://brief.lenslist.co/Privacy Policy 2022>
3. The Organizer further announces that by participating in this 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 this Contest published on the Organizer's website.
4. All information concerning the detailed conditions of this Contest, dates of publication of the Contest, its subject matter, method, deadline for completing the task, technology used, announcement of results, the amount of Awards and distinctions will be published in a Creative Brief ("**Brief**") for this Contest on the Organizer's website at: <https://metaspark.lenslist.co>
5. The Organizer informs Participants of the website where the detailed terms and conditions of this Contest are published on the same day the Submission Period for this Contest starts.

§ 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 LENSLIST Spółka z ograniczoną odpowiedzialnością;
- d) **Team Leader** - the individual who submits a Spark AR Effect on behalf of the Creator Team will be designated the leader of the Creator Team;
- e) **Work** – the task for the Participants consists of creating, publishing and submitting content;

- h) **Contest Administrator / Fulfilment Company** – Enteractive Solutions Group, Inc. 1612 W. Olive Ave., #300, Burbank, CA 91506 USA, Contest Administrator will be the only entity responsible for all issues related to the organisation of the Award payment process.

§ 3.

Conditions of participation

1. Participation in this Contest is free of charge. In order to participate in the Contest, 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 this Contest submits one AR Effect (the “**Creator Team**”), all members of the Creator Team agree that:
 - a) the individual who submits a Meta Spark 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, personnel, officers, directors, members, managers, agents, partners (including members of the Spark Partner Network) and representatives of the Organizer and/or Meta Platforms, Inc. and its subsidiaries (“**Meta**”), 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 Meta or with the Contest itself are excluded from participation.
4. This Contest is open to Participants from Australia, Austria, Belgium, Canada, Denmark, Finland, France, Iceland, Ireland, Italy, Japan, Netherlands, New Zealand, Norway, Poland, South Korea, Spain, Sweden, Switzerland, Taiwan, United Kingdom, and the United States, however, you still 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. Participants should be natural persons and who: (i) are 18+ and age of majority, (ii) are not 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; 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://metaspark.lenslist.co> has posted a list of countries from which natural persons residing there may take part.
6. All rights in and to the material provided in the Brief on the Organizer’s website: <https://metaspark.lenslist.co> are reserved by Meta.
7. The creation and submission of a Meta Spark Effect does not create any employment relationship between the Participant and the Organizer or Meta.

8. Meta does not assist in administering the promotion or the payment of the Award. 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 the Organizer or Meta, 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 Meta or to bind Meta in any respect whatsoever. The liability of Meta, in connection with the organization of this Contest is fully excluded. All questions, comments, complaints and claims related to this Contest should be directed to the Organizer and not to Meta. Organizer and Participant irrevocably and unconditionally agree, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Meta, 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 Contest. The rights and obligations pursuant to this paragraph shall survive the termination, rescission or expiration of these Terms and Conditions. The above provisions apply with the proviso that the Contest Administrator is solely responsible for the payment of the Award.
9. You agree to the Organizer sharing your contact information with Meta and the Contest Administrator for the purposes of payment of the Award. You can withdraw your consent at any time by emailing info@lenslist.co. Read the Contest Administrator's Privacy Policy at <https://enteractivesolutions.com/privacy-policy>

§ 4.

The Works

1. The task for the Participants consists of creating, publishing and submitting content in accordance with specifications stipulated in the Brief for this Contest on Lenslist website (the "**Work**").
2. When participating in this Contest, 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 Meta or the Organizer adversely or reflects negatively on Meta or the Organizer of this Contest, 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 this Contest;

- 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 Meta, the Organizer, Organizer's clients, affiliated companies, partners, sponsors;
- b) participate in this Contest 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 this Contest, you must create your Work ensuring that the requirements specified in Term and Condition and in the Brief on the Contest website site are followed and submit it by filling out the form provided there.
2. Participants will receive confirmation of Work's submission for the Contest within 48 hours from 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 based 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 Contest.

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 or uploaded for purposes of verification and activating the test link via Spark AR Hub;
 - i) Participant must follow [Facebook's Community Standards](#);
 - j) Participant must comply with [Facebook's Terms of Service](#), [Meta Spark Studio Terms](#), [Meta Spark and Frame Studio Terms](#), and [Meta Spark Policies](#);
 - k) Participant agrees that participation in this Contest and agreement to these Terms and Conditions 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 Contest or grant the rights granted in these Terms and Conditions.

§ 6.

Duration and timeline

1. This Contest's duration and timeline are defined in the Brief on the Contest's website and include a Submission Period, Selection Period and Winners Announcement. In § 1 point 4 the Organizer provides a website where all detailed information concerning this Contest will be placed.
2. The Organizer reserves the right to extend the duration of the Contest 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 website 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 Brief on the

Contest's website after the end of the Submission Period, the Organizer verifies the eligibility of the Participants to participate in the Contest, reviews the Works according to specifications stipulated in the Brief, and announces the Awardees list.

§ 7.

Selection of Awardees

1. Detailed rules and criteria for selecting the awarded Submissions are posted in the Brief on the Contest website specified in § 1 point 4.
2. The amount of prizes and distinctions are described in the Brief on the Contest website specified in § 1 point 4.
3. All Works submitted by the 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) Relevance to theme (10%) – Does the effect successfully showcase a culture or celebrate diversity?
 - b) Quality (30%) – Is the Effect reliable (work as intended, work every time) and work across different devices? Is it intuitive to use, and interactions are easily discovered?
 - c) Value to end users (30%) – Will people find this Effect valuable? For example, it makes them feel connected, is useful, lets them express themselves, lets them play. Would people enjoy using this effect or recommend it to a friend?
 - d) Craftsmanship (30%) – How complex, polished and immersive is the Effect?
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 Work 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 shall have the right to request, and the Awardees shall be obliged within seven (7) days in a manner indicated by the Organizer to submit source files concerning the awarded task.
6. The Organizer is not responsible for the lack of payment of the Award by the Contest Administrator or the inability to collect the Award for reasons attributable solely to the Awardee.
7. The Contest Administrator is solely responsible for the payment of the Award.
8. If required by applicable law, the Contest Administrator may cancel or stop a payment of the Award at any time including after determination and announcement of Awardees. Awardee may not hold the Organizer liable for any damages resulting from the Contest Administrator's decision to cancel or stop a payment as required by applicable law.
9. The Contest Administrator will contact the Awardees through his/her/their email address

given during registration. The Awardee will have three (3) days to respond to the Award notification message. If the Awardee cannot be reached, within the time frame mentioned above, then the Awardee forfeits the Award and may be disqualified from the Contest at the Organizer's sole discretion. In such a situation, in the place of such a Awardee, with whom it was not possible to contact and who did not receive the Award - the Organizer will select a new Awardee in his place, who, in accordance with the criteria set out in Clause 3 above, had the next highest score.

10. The Contest Administrator 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. To claim an Award, Awardee must follow the directions in his or her notification.
11. Awardees may, in Contest Administrator's sole discretion, be required to complete, sign, notarize (if applicable) and return, without alteration and in the form presented by the Contest Administrator, an affidavit of eligibility and liability/publicity release and tax forms (as applicable) (collectively, the "**Awardee Documents**") according to Contest Administrator's instructions within fourteen (14) days from when Contest Administrator sends the Awardee Documents or other specified time frame. Failure to comply with these requirements, Contest Administrator's or its representative's instructions, or these Terms may, in Contest Administrator's sole discretion, result in disqualifying from the Contest forfeiture of any award potentially won. The Awardee Documents, if required, are each subject to verification by Contest Administrator and may require the participant to provide his or her government identification number and/or a copy of government-issued identification card or number therefrom. Forms may be issued as appropriate in Contest Administrator's sole discretion. Decisions of the Contest Administrator are final on all matters relating to the Contest, including interpretation.
12. You agree to execute and deliver to Contest Administrator or Organizer any other documents that Contest Administrator or Organizer deem necessary, including, without limitation, pursuant to and local, state, or federal laws or requirements (including tax reporting). Furthermore, the awarding of any Award may be contingent upon the Awardee's successful passing of a sanctions screen to be conducted by Organizer or Contest Administrator.
13. Organizer or the Contest Administrator are not responsible for any inability or unwillingness of an Awardee to accept or use an Award (or portion thereof) for any reason. 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 or the Contest Administrator are 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 Contest Administrator 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.

§ 8.

Intellectual Property Rights

1. By entering this Contest, you declare that you are the author of the Work and you have all applicable intellectual property rights to the Work submitted in the Contest and that they do not infringe any third party rights.
2. By participating in the Contest, 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 Contest 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 Participant 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 Participant of this fact, who undertakes to take over the above claims.
5. In connection with your participation in this Contest, 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 Contest 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 Contest, 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 Contest 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: info@lenslist.co.
3. Complaints can be submitted no later than 14 days from the date of the Contest Winners 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 located in Warsaw Poland at: Raclawicka 95, 02-634 Warszawa, Polska and at the Contest's website.
2. These Terms and Conditions, the rules posted in the Brief on the Contest's website together with the Privacy Policy, the [Terms of use for the Meta Spark Studio](#) and other documents referenced in these Terms and Conditions, contain the entire agreement between you and the Organizer.
3. Where there is a conflict between these Terms and Conditions and any other document, Policies or agreements, Terms and Conditions will take precedence.
4. The Organizer has the exclusive right to amend the Terms and Conditions.
5. The Organizer may change the Terms and Conditions in the event of:
 - a) inability to conduct the Contest 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.
6. A change to the Terms and Conditions may not result in a worsening of the situation of Participants.
7. The Organizer shall inform Participants of changes to the Terms and Conditions by publishing the amended version on the Contest website at least 7 days before the changes come into force.
8. A Participant who does not agree with the changes to the Terms and Conditions may resign from the Contest until the Winners Announcement by submitting a statement of resignation to the Organizer. A statement referred to in the preceding sentence may be sent to the Organizer at the email address specified in § 9 point 2 of the Terms and Conditions. Resignation from the Contest due to changes in the Terms and Conditions will result in the expiry of the license granted by the Participant.
9. 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.
10. 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 or the seat of the Contest Administrator (especially with regard to the payment of the Award).
11. Terms and Conditions come into force on the day of its publication on the Contest website at: <https://metaspark.lenslist.co>