

Facetune Halloween Contest - Terms & Conditions

1. **Welcome.** Welcome to the Facetune Halloween Contest (“**Contest**”). The Contest is organized and administered by Lightricks Ltd. (“**Lightricks**”, “**we**”, “**our**”, “**us**”).
2. **Binding Terms.** Please read carefully the following Terms and Conditions (“**Terms**”), which constitute a binding agreement between individuals seeking to participate in the Contest and Lightricks. By submitting entries to the Contest (as explained below), you indicate your consent to be legally bound by these Terms. These Terms and the Contest are void where prohibited by law.
3. **Questions?** To the extent that you believe that there are subjects or issues that are not discussed in these Terms, or if you wish to receive more information about the Contest, you may contact us via Direct Message on Instagram.
4. **Instagram Disclaimer.** Please note that Instagram does not sponsor, endorse or administer the Contest, and is not liable for any matter related to the Contest.
5. **The Contest.** Facetune is a smartphone app created by Lightricks (the “**App**”). The app provides a range of powerful tools giving you the ability to precisely edit your images while allowing you to stay **YOU**.
6. **Eligible Territories.** Except as set forth in these Terms, and subject to any applicable law, the Contest is open only to individuals (and not groups or organizations) residing in the United States, United Kingdom, Germany, Canada, Italy, France, Russia, Spain, Brazil, Argentina, Australia and Netherlands.
7. **Ineligible Participants.** You must be 18 years of age or older to participate in the Contest. Employees and board members of Lightricks and their family members (i.e. parents, grandparents, children, grandchildren, siblings, nieces, nephews, and in-law relatives), are not eligible to participate in the Contest.
8. **Submitting an Entry.** The Contest will take place on the Instagram social media platform (“**Instagram**”). Therefore, in order to participate in the Contest, you must have an Instagram account. Each participant must use the App to design an image from his or her latest trip in nature using Facetune (the “**Photo(s)**”), upload the Photo to your Instagram Feed, with the “**FTHalloween**” hashtag and tag (as follows: **#FTHalloween, @facetune**) will qualify as an entry, (a “**Contest Entry**”). No purchase is necessary to participate in the Contest and purchasing a subscription for the App does not enhance the chance of winning. You are not entitled to any form of compensation or consideration for your submission of a Contest Entry, or our use of your Photo.
9. **Unlimited Entries.** There is no limit to the number of Contest Entries you may upload, as long as each Contest Entry is uploaded separately and according to the Terms.

10. Timetable. The Contest will start on Sunday, October 17th, 2021 at 8:00am U.S. Eastern Daylight Time and will end on Sunday, October 23rd, 2021 at 11:59pm U.S. Eastern Daylight Time. Only Contest Entries uploaded per the instructions above and within this timeframe will be eligible to participate in the Contest. The information documented in our systems, such as timing of Contest Entry submissions is final and non-contestable.

11. Judges. We will, in our sole discretion, choose a panel of qualified individuals to judge and evaluate the participating Photos (“**Judging Panel**”). The Judging Panel will have sole discretion in evaluating the Photos through the following equally weighted criteria:

- Innovation and originality;
- Creativity;
- Art;
- Entertainment value;

12. Winning Entry. Based on the criteria above, the Judging Panel will choose ONE Photo to be the winning entry of the Contest (the “**Winning Photo**”). The participant who posts that Winning Photo will be the “**Winning Participant**”.

13. The Judging Panel’s decision is final and non-contestable, and you may not raise objections against the Judging Panel’s decision.

14. Prize. The Winning Participant will win an iPhone13 (estimated retail value is \$999) (the “**Winning Prize**”) and a subscription to Facetune2. The Winning Prize is the sole and exclusive award. We will not permit any return, refund, exchange or receipt of monetary reward instead of the Prize. Shipping and handling charges for delivering the Prize to the Winning Participant will be covered by Lightricks.

15. Announcement of Winner. The Winning Photo and Winning Participant will be announced on our Live Halloween Show on Sunday, October 24th, 2021 between 6pm and 7pm U.S. Pacific Standard Time. The Winning Participant will also be contacted on the platform through which the entry was submitted. The Winning Participant will be asked to reply with a message consenting to receiving their respective Prize, within 1 week from October 24th , 2021.

16. Taxes. The Prize may be taxable income under the laws applicable to the Winning Participant. Any taxes applicable to the Prize are the sole and exclusive responsibility of the Winning Participant, not Lightricks. The Winning Participant is solely responsible for reporting the Prize to the relevant tax authorities, and paying all taxes applicable to the Prize, as required by the applicable tax laws. Upon

Lightricks' first request, the Winning Participant will promptly complete and submit to Lightricks all tax forms, certificates or authorizations as may be necessary under the applicable tax laws.

17. **Publication and Privacy.** The name of the Winning Participant, as well as their Photo, may be re-published, on Instagram as well as on or outside our website, our other social media pages, in our blogs, press releases, news articles, and promotional and marketing materials. Please review the Contest's Privacy Policy [\[LINK\]](#).
18. **Proof of Identity.** As a precondition to the Winning Participant's receipt of the Prize, Lightricks may request verification as to the Winning Participant's identity, through reasonable means of identification. At the request of Lightricks, the Winning Participant shall promptly provide any additional information necessary to effectuate his or her receipt of the Prize (such as postal address).
19. **Disqualification.** If Lightricks, in its sole discretion, determines that the Winning Participant has not provided satisfactory proof of identification in a timely manner, or if the verified identity of the Winning Participant does not match the information associated with the Winning Photo, Lightricks may disqualify that Winning Participant, without any liability to him or her. If, at any time, Lightricks, in its reasonable judgment, determines that the Winning Participant has violated these Terms, Lightricks may disqualify that Winning Participant upon notice and without any liability to that Winning Participant.
20. **Restrictions.** You may not tag in the Photo anyone who does not appear in the Photo, including you. If you tag someone in the Photo, he or she must appear in the Photo, and you must obtain their consent to be photographed, tagged and posted online.

In your participation in the Contest, you must not –

- Violate any rules, guidelines or instructions that we may convey regarding the Contest;
- Interfere with or disrupt the operation of the Contest;
- Engage in any action that may manipulate the judgment or evaluation of Photos, or adversely affect other participants;
- Disparage Lightricks or harm their goodwill or reputation;
- Breach the security of the App or the Contest systems or identify any security vulnerabilities in them;
- Impersonate any person or entity, or make any false statement pertaining to your identity; or
- Engage in any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law, including laws governing privacy, defamation, mass email, spam, export control, consumer protection, unfair competition and false advertising.

Your Photo must not include content:

- That may infringe the rights of other parties, including patents, copyrights, trade secrets, trademarks, a person's right to privacy or publicity rights;
- That may depict or identify minors, their personal details, their address or ways to contact them;
- That is or appears to be of commercial nature, including advertisements, sponsorships, solicitations, endorsements and public relations material;
- That is false, inaccurate or misleading;
- That may include software viruses, spyware or any other malicious applications;
- That may encourage, support, assist, or advise in the commission of a criminal offense;
- Whose publication is prohibited by any applicable law; or
- That may be threatening, abusive, harassing, defamatory, libelous, vulgar, discriminatory, violent, obscene or racially, ethnically or otherwise objectionable.

WE MAY EMPLOY MEASURES TO DETECT AND PREVENT FRAUDULENT OR ABUSIVE ACTIVITIES IN CONNECTION WITH THE CONTEST. WE MAY DISQUALIFY YOU, WITHOUT PRIOR NOTICE AND WITHOUT LIABILITY TO YOU, IF WE, IN OUR SOLE DISCRETION, BELIEVE THAT YOU HAVE ENGAGED IN FRAUDULENT OR ABUSIVE ACTIVITIES IN CONNECTION WITH THE CONTEST.

We may, from time to time, specify additional or clarifying rules or guidelines regarding the Contest. We will notify you of these rules and guidelines on the Contest website and through email notification to each participant. You agree to be bound by such additional or clarifying rules and guidelines.

21. Intellectual Property Ownership. We do not claim ownership of any intellectual property rights in or to the Contest Entries, but we do retain ownership of the intellectual property rights in and to the App.

22. Contest Entry License. YOU ARE SOLELY RESPONSIBLE FOR YOUR CONTEST ENTRY AND ITS CONTENT. WHEN YOU SUBMIT A PHOTO AS A CONTEST ENTRY, YOU CONFIRM TO US THAT:

- THE PHOTO IS SOLELY YOUR ORIGINAL CREATION AND YOU ARE THE SOLE RIGHTFUL OWNER OF ALL INTELLECTUAL PROPERTY RIGHTS ASSOCIATED WITH THE PHOTO.
- YOU ARE LAWFULLY ENTITLED TO GRANT THE LICENSES AND WAIVERS SET FORTH BELOW.
- YOU HAVE LAWFULLY OBTAINED THE CONSENT OF ALL INDIVIDUALS DEPICTED OR SHOWN IN THE PHOTO (IF ANY), TO USE THEIR IMAGE, LIKENESS AND PUBLICITY RIGHTS, FOR THE PURPOSES CONTEMPLATED BY THESE TERMS.

- THE PHOTO, AS SUBMITTED TO CONTEST, AND ITS USE BY LIGHTRICKS, THE JUDGING PANEL AND THE PUBLIC AT LARGE, WILL NOT INFRINGE ANY RIGHTS OF THIRD PARTIES, INCLUDING INTELLECTUAL PROPERTY RIGHTS, PRIVACY RIGHTS AND PUBLICITY RIGHTS.
- YOU GRANT US A PERPETUAL, ROYALTY-FREE, WORLDWIDE, NON-EXCLUSIVE, SUB-LICENSABLE AND TRANSFERABLE, LICENSE, TO COPY, DISTRIBUTE, DISPLAY PUBLICLY, ADAPT, MAKE AVAILABLE TO THE PUBLIC, MAKE COMMERCIAL USE OF, COMBINE WITH OR INCORPORATE INTO OTHER CONTENT, MODIFY AND CREATE DERIVATIVE WORKS OF, ALL MATERIALS INCLUDED IN YOUR PHOTO. YOU FURTHER WAIVE ALL MORAL RIGHTS YOU MAY HAVE WITH RESPECT TO SUCH PHOTO.

23. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, LIGHTRICKS, INCLUDING THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, PARTNERS, AGENTS AND AFFILIATES (THE “**INVOLVED PERSONS**”), SHALL NOT BE LIABLE TO YOU, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY SIMILAR DAMAGE OR LOSS (INCLUDING LOSS OF PRIZE OPPORTUNITY, PUBLICATION OPPORTUNITY, OR BUSINESS OPPORTUNITY), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT (INCLUDING NEGLIGENCE), OR IN ANY OTHER FORM OR THEORY OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE CONTEST, THE USE OF, OR THE INABILITY TO PARTICIPATE IN THE CONTEST, OR FROM ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE CONTEST’S SYSTEMS OR SUBMISSION INTERFACES, OR FROM ANY DELAYED OR INCOMPLETE PHOTOS, OR FROM ANY COMPUTER OR COMMUNICATION MALFUNCTIONS, OR FROM ANY FAULT, OR ERROR MADE BY THE INVOLVED PERSON’S STAFF, OR FROM YOUR RELIANCE ON THE APP OR ANY RESOURCES IN THE APP, OR FROM ANY COMMUNICATION WITH LIGHTRICKS OR WITH OTHER PARTICIPANTS, OR FROM ANY DENIAL OR DISQUALIFICATION OF YOUR PHOTO OR PARTICIPATION IN THE CONTEST, OR FROM RETENTION, DELETION, DISCLOSURE AND ANY OTHER USE OR LOSS OF YOUR PHOTO.

YOU ACKNOWLEDGE AND AGREE THAT YOUR PARTICIPATION IN THE CONTEST IS ENTIRELY, OR AT THE MAXIMUM PERMITTED BY THE APPLICABLE LAW, AT YOUR OWN RISK.

24. **Indemnity.** You agree to indemnify, defend and hold harmless the Involved Persons and anyone acting on their behalf, at your own expense and immediately after receiving written notice from Lightricks, from and against all damages, loss, costs, expenses and payments, including reasonable attorney’s fees and legal expenses, arising from any complaint, allegation, claim, or demand, arising from your breach or alleged breach of Section 21 of these Terms.
25. **Governing Law & Jurisdiction.** The Contest, these Terms and any dispute arising therefrom, shall be governed by and construed exclusively in accordance with the laws of the State of New York, regardless of the jurisdiction in which you reside and without regard to any otherwise applicable

conflict of laws rules. Any dispute in connection with the Contest and these Terms that you and the Organizers are unable to resolve amicably, shall be submitted to the sole and exclusive jurisdiction and venue, in the state and federal courts located in New York County in the State of New York. You and Lightricks hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and waive any objections related thereto including objections on the grounds of improper venue, lack of personal jurisdiction or forum *non conveniens*. Notwithstanding the foregoing, Lightricks may lodge a claim against you pursuant to the indemnification provisions of these Terms, in any court adjudicating a third party claim against Lightricks.

26. **Miscellaneous.** Lightricks reserve the right to cancel or temporarily suspend the Contest at any time, with no liability to you. You are exclusively responsible for all costs and expenses associated with your participation in the Contest. These Terms constitute the entire agreement between regarding the Contest. You may not assign or delegate these Terms or any of your rights and obligations hereunder. Any purported assignment, in contravention of the above will be null and void. The section headings in the Terms are included for convenience only and shall take no part in the interpretation of the Terms. The term "Including", whether capitalized or not, means without limitation. If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Terms shall continue to remain in full force and effect.