

## **D-ID 2024 Creator Competition Contest Terms and Conditions**

Welcome to D-ID's ("D-ID", "we", "our" or "us") Creator Competition Challenge (the "Contest"). Your participation in the Contest is subject to these terms and conditions ("Terms"). In the event of any conflict between these Terms with any other communications, including advertising or promotional materials, these Terms prevail. By participating in the Contest you also agree to abide by our [General Terms of Use](#) ("General Terms"). These Terms, together with the General Terms, form the entire terms and conditions for your participation in the Contest.

### **1. Background**

Participants in the Contest are registered users of D-ID's Creative Reality Studio (the "Studio"), who are invited to create a video or an interactive experience (Agent) featuring AI-generated avatars, while using the Studio and API and post it in the social media channels set forth below using certain hashtags (together, the "Entry"). The winning videos will entitle their respective Participants to the prizes in the order and form defined below.

### **2. Participation Criteria**

In order to participate in this Contest you must be a registered user of the Studio and agree to, and comply with, these Terms and the General Terms. Notwithstanding the foregoing, we reserve the right to refuse participation of any person, at our sole and absolute discretion. You are responsible for ensuring that you are eligible to participate in this Contest under the applicable laws, there Terms and regulations of your country of residence. We reserve the right to disqualify you at any time, if, in our absolute discretion, we believe that you have contravened any of these Terms and/or the General Terms or if you will or could bring us or our partners into any disrepute.

To participate in this Contest, you must, subject to these Terms:

- a) Create the Entry using the Studio/API;
- b) Submit the Entry to any of the following social media channels: YouTube, Facebook, Instagram, TikTok or Twitter;
- c) Complete the [Submission Form](#);
- d) Tag D-ID with #DIDCompetition2024 and use the following hashtags (according to the applicable platform):
  - a. @d\_id.ai for Instagram;
  - b. @d\_id.studio for TikTok;
  - c. @D-ID for Facebook; and
  - d. @d\_id\_ for X (formerly Twitter).
- e) Ensure the Entry content is suitable for all audiences in accordance with the General Terms;
- f) Create an original Entry and in accordance with the technical requirements in [Appendix A](#);
- g) Post the Entry between October 22<sup>nd</sup>, 2024 00:01 and December 5<sup>th</sup>, 2024 23:50 (GST); and
- h) Submit a link to the Entry in a form on a [landing page](#) to be provided by D-ID.

An Entry which complies with all of the above, and the below terms set forth in Section 3, shall hereinafter be referred to as an "Eligible Entry".

It is to clarify that:

- a) Participants are allowed to submit multiple Entries. Each Entry must be submitted separately and will be judged independently, subject to there Terms;
- b) Participants may use additional Generative AI tools for image and sound creation and/or editing of their Entry;
- c) Entries can be in any language, but we encourage employing subtitles.

### **3. Entries Requirements and Limitations**

Your Entry:

- a) **Must** be original, exclusively created and owned by you. You must have all rights, licences and/or consents necessary to submit the Entry;
- b) **Must** be an individual of at least 18 years old;
- c) **Must** not be Employees of D-ID and their immediate family members or judge in the Contest;

- d) **Must not** violate or infringe upon the copyrights, trademarks, rights of privacy, publicity, moral rights and/or other intellectual property or other rights of any person or entity;
- e) **Must not** contain any content that is inappropriate, obscene, defamatory, libellous, threatening, pornographic, racially or ethnically offensive, unlawful, or encourages conduct that would violate any law; and
- f) **Must** be in compliance with the General Terms.

#### 4. Judging Criteria

The Contest winners will be selected based on their Eligible Entries ("**Winners**"), as determined based on the sole discretion of the judging committee (the "**Judges**"), taking into account the creativity, imagination, humour, educational value and/or inspirational value, the social media engagement and public votes of the applicable Eligible Entries. The Eligible Entry with the highest combined score will be the winner. Eligible Winners will be entitled to the applicable Prizes as detailed below. We reserve the right to increase and/or decrease the number of Winners for any reason and at any time. You can go to the Contest [FAQ](#) page for additional information.

##### Public Voting:

- a) Shall take place exclusively on D-ID's official competition page during October 22<sup>nd</sup>, 2024 and December 5<sup>th</sup>, 2024;
- b) Each visitor can vote once per video per day;
- c) To prevent fraudulent voting, a verification step may be implemented; and
- d) A leader board showing the top-voted Entries will be updated in real-time.

#### 5. Prize

Eligible Winners will be entitled to receive the following prizes ("**Prizes**"), as follows:

1. **First Place:** Free one-year D-ID Advanced plan Studio subscription (in an approximated value of \$2,263 USD), a cash prize in the sum amount of \$10,000 USD and a feature on D-ID's social media accounts.
2. **Second Place:** Free one-year D-ID Advanced plan Studio subscription (in the approximated value of \$2,263USD), cash prize of \$5,000 USD and a feature on D-ID's social media accounts.
3. **Third Place:** Free one-year D-ID Advanced plan Studio subscription (in the approximated value of \$2,263USD), cash prize of \$2,500 USD and a feature on D-ID's social media accounts.

Prizes are not transferable; no substitutions or cash equivalents are allowed except by D-ID, who reserves the right to award a prize of equal or greater value in the event of non-availability. No financial or other compensation will be made for any other use of the Entry. The Winner is responsible for all applicable taxes and expenses in relation to their Prize and waives any claim against D-ID in that respect.

Prizes will be distributed via a bank transfer and subscription codes.

#### 6. Notification and Granting of a Prize

We will notify Winners via D-ID's official website and social media channels and/or the email address which the Winners provided on their registration to the Studio, by December 12<sup>th</sup>, 2024, with details of the claim process for the applicable Prize. If we cannot contact a Winner or a Winner does not claim its applicable prize within 48 hours of our notification, we reserve the right to withdraw a Prize and pick a replacement Winner. We are not responsible for unsuccessful efforts to notify any potential Winner. Please check the Studio and/or your email inbox regularly, including your 'junk' folders. When we contact a Winner, we may require further information to arrange the organisation of an applicable Prize. Once a Winner has fulfilled all requirements detailed in such notification message, we will deliver the relevant Prize. Winners might be publicly announced by us and/or the Judges.

#### 7. Limitations of Liability

To the fullest extent permitted by law, in exchange for the opportunity to enter and participate in the Contest and win the Prize, you waive and release ("**Release**") any and all rights, claims, damages, liabilities, costs, expenses, and causes of action whatsoever that you may have against D-ID and its affiliates, officers, directors, employees and agents (the "**Released**")

**Parties**"). This Release covers, without limitation, any claims arising directly or indirectly out of your submission of an Entry or use of the information provided therein or in the process of submitting the Entry, the Prize, your status as an entrant, finalist and/or a potential and/or actual Winner, including, without limitation, claims regarding forfeit of Prizes not used by a Winner, claims based on personal injury, death, property damage or any other damages whatsoever. The Released Parties are not responsible for: (1) any incorrect or inaccurate information; (2) technical failures of any kind; and/or (3) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Contest.

#### **8. Intellectual Property, Personal Data**

You retain ownership of your Entry, provided that you hereby grant us a non-exclusive, worldwide, royalty-free, transferable, sublicensable and perpetual licence to use, display, reproduce, perform and exhibit such Entry for the purpose of administering and promoting the Contest and/or Winners, and for our marketing and other business purposes, in any medium. By participating in the Contest, you agree to the use of your personal data for the purpose of operating and administering the Contest, subject to these Terms and our [Privacy Policy](#). You agree that we may require you to participate in related publicity, including the use of your name, image and your country of residence on the relevant media platforms and in promotional material.

#### **9. General**

We reserve the right to cancel, postpone, suspend and/or modify the Contest or these Terms at any time. 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. We will not be liable for any failure to perform or delay in performing our obligations under these Terms if an act, omission, event or circumstance occurs which is beyond our reasonable control prevents us from doing so. These Terms will be governed by the laws of the State of Israel and any disputes will be subject to the exclusive jurisdiction of the courts of Tel-Aviv, Israel.

*Updated: October 2024*

## **Appendix A**

### Technical Specifications

- Entry Format: MP4, MOV, or AVI;
- Resolution: Minimum 720p, preferred 1080p or higher;
- Video Aspect Ratio: 1:1 (square), 16:9 (landscape), or 9:16 (vertical);
- Entry Length: 30 seconds - 5 minutes;
- File Size: Maximum 500M;
- Name your video file in the following format: "YourName\_DIDCompetition2024.mp4" .