



Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED, INCLUDING COUNTRIES LISTED IN SECTION 1.2 BELOW.

The Contest is subject to all applicable federal, state, territorial, provincial, municipal and local laws and regulations.

ELIGIBILITY AND PROMOTION PARTIES

1. PROMOTION ORIGINATOR; ELIGIBLE PARTICIPANTS; INELIGIBLE PARTICIPANTS

1.1 Promotion Originator/ Adobe

The Adobe Design Achievement Awards Contest (“Contest” or “Promotion”) is originated and sponsored by Adobe Inc., its affiliates and subsidiaries, 345 Park Avenue, San Jose, California, USA, 95110 (collectively, “Adobe”).

1.2 Eligible Participants

To be eligible, participants (“Participant(s),” “You,” “Your”) must be (1) a legal resident of a country not prohibited by Section 1.3; and (2) at the time of entry at least age 18 years of age (or the age of majority in your jurisdiction of residence, whichever is older). By participating in the Contest, Participants agree to be bound by these official rules (“Official Rules”).

1.3 Ineligible Participants

The following persons are not eligible:

- a) Employees and independent contractors, officers, and directors of Adobe, or any of Adobe’s agents, representatives, advertising, promotion, publicity and fulfillment agencies, legal advisors, successors and assigns, and any other company or person that is involved with the production, design, execution, administration or distribution of this Promotion (collectively, the “Released Parties”), or anyone who lives with (whether or not related), or who is an immediate family member of, any one of the Released Parties (i.e., parents, siblings, children and their respective spouses, regardless of where they reside).
- b) Residents of BRAZIL, QUEBEC, CHINA, LUXEMBOURG, and or any country, state, province or territory under sanction by the U.S. Office of Foreign Assets Control, including the BALKANS, BELARUS, BURMA, CUBA, DR OF THE CONGO, IRAN, IRAQ, LEBANON, LIBYA, NORTH KOREA, SOMALIA, SUDAN, SYRIA, YEMEN, and ZIMBABWE. The list of sanctioned countries can change, so visit <http://www.treas.gov/offices/enforcement/ofac/programs> for a current list.



- c) Career art or design professionals, meaning individuals with three or more years of employment experience in providing creative, art, or design services of any kind. Any individual deemed by Sponsor in its discretion to be such a professional will be disqualified and is not eligible to participate or win a prize. Notwithstanding the foregoing and for the avoidance of doubt, if you are a student enrolled in any accredited institution of higher education and otherwise meet the eligibility requirements in Sections 1.2 and 1.3, you are eligible to participate in the Promotion.

If you do not meet the eligibility requirements or your Submission (defined below) does not meet all other requirements in these Official Rules, you are not eligible to win.

PROMOTION SCHEDULE

2. PROMOTION PERIOD; TIMING

2.1 Promotion Period

The Promotion will begin as 12:00:01 a.m. PT on March 8, 2019 and end at 11:59:59 p.m. PT on June 21, 2019 (the “Promotion Period”). All Submissions (defined below) must be received during the Promotion Period to be eligible.

2.2 Timing

EACH PARTICIPANT IS RESPONSIBLE FOR MAKING THE NECESSARY ADJUSTMENTS FOR TIMING OF THE PROMOTION PERIOD AND ALL DATES SPECIFIED IN THESE OFFICIAL RULES BASED ON PARTICIPANT’S LOCATION AND TIME ZONE. Adobe’s computer is the official time keeping device for the Contest.

PROMOTION TERMS

3. HOW TO ENTER; LIMITS ON ENTRIES; TEAM SUBMISSIONS; USING ADOBE CREATIVE SOFTWARE

3.1 How to Enter

To enter, during the Promotion Period complete the following steps:

- a) First: Whether alone, or in collaboration with a team of one or more individuals (each a “Contributor”), follow the instructions to create material, information, or other specified content for one or more of the following six categories (each, a “Category”); (1) Photography; (2) Video; (3) Illustration; (4) Motion Graphics / Animation; (5) Print / Graphic; and (6) Digital Products & Experiences. **The instructions for each Category are provided in Section 3.2.**
- b) Then: Visit the website at www.adobeawards.com (“Site”) and follow the instructions to submit your entry, as follows:
 - 1) Provide your name, mail or email address, or user ID, and any required non personal information, and agree to these Official Rules.
 - 2) Complete the web application form, which includes an artist’s statement or statement of the entry’s communication objective in 100 words or less, and a brief explanation of how it was produced in 100 words or less.



- 3) Pursuant to Section 3.1 (A), include an original work, created not earlier than May 1, 2018, within one of the six (6) Categories described in Section

3.2 The work must be created primarily (50% or more) with the Adobe tools designated for each Category, and be accompanied by original digital files in Adobe software if requested.

- a) Optional: Every Participant may designate only one Submission during the Promotion Period as the “Adobe XD Submission,” which will be evaluated for the Adobe XD prize as set forth in Section 6.3. The Adobe XD Submission can be any type of creative work in any of the six competition Categories, but must include a related prototype created using Adobe XD. Adobe XD can be accessed in a free trial version by visiting <https://www.adobe.com/products/xd.html>.

The Adobe XD Submission will be judged using the Adobe XD Submission Judging Criteria set forth in Section 6.3. In the event that you designate more than one Submission as your Adobe XD Submission, only your first Adobe XD Submission received by Adobe will be judged in the Adobe XD Submission category.

By submitting an entry as instructed above and consistent with the applicable Category descriptions in Section 3.3 (your “Submission”), you agree that your Submission complies with these Official Rules and conforms to the Submission Guidelines below. Upon completion of the above steps and Adobe screening for compliance with these entry requirements, each Submission will be judged by an independent panel of judges selected by Adobe (“Judges”) as set forth in Sections 6.

3.3 Category Descriptions

Instructions for each Category follow:

PHOTOGRAPHY

Category Description: Appropriate entries include a single image or series of related images that are photographic in nature. Can include Abstract, Landscape, Portrait, Still Life, Image Editing, etc.

Qualifying entries are created for one of the following purposes:

- 1) For expression, aesthetics, or for their own sake
- 2) For promoting a product, service, person, place, or event.
- 3) To influence change towards a social or environmental cause.

Instructions and Tools: Entries may include up to 10 images in JPEG, PNG, GIF formats, and any optional materials (PDFs, YouTube links, Vimeo links, etc.) to explain your purpose or process. Adobe tools must have contributed to more than 50% of the finished work. Tools may include (but are not limited to) Photoshop, Lightroom, or After Effects.



VIDEO

Category Description: Appropriate entries are cinematic or live action examples that demonstrate the ability to use Adobe tools in the process of post-production video editing. Entries may include any combination of computer-generated graphics, visual effects, or digital reproductions of images.

Qualifying entries are created for one of the following purposes:

- 1) For expression, aesthetics, or for their own sake
- 2) For promoting a product, service, person, place, or event.
- 3) To influence change towards a social or environmental cause.

Instructions and Tools: Submit your project via a URL reference to a Behance, Vimeo, or YouTube video, with password provided, and any optional materials (PDFs, etc) to explain your purpose or process.

Only the first five minutes of the video will be judged. Entries must have used Adobe tools for at least 50% of the work in the process of editing visuals, editing and/or enhancing effects, or showing other expertise in post-production. Tools may include (but are not limited to) Premiere Pro, After Effects, or Adobe Audition.

ILLUSTRATION

Category Description: Appropriate entries include, but are not limited to, abstract illustrations, editorial illustrations that are used to convey information or clarify concepts; narrative illustration (including a series of up to 10 illustrations for books).

Qualifying entries are created for one of the following purposes:

- 1) For expression, aesthetics, or for their own sake
- 2) For promoting a product, service, person, place, or event.
- 3) To influence change towards a social or environmental cause.

Instructions and Tools: Entries may include a single picture or a series of up to 10 images in JPEG, PNG, GIF formats, and any optional materials (PDFs, YouTube, Vimeo, etc) to explain your purpose or process. Images must be illustrative in nature and created primarily (over 50%) with Adobe tools. Tools may include (but are not limited to) Illustrator, Photoshop, and InDesign.

MOTION GRAPHICS/ ANIMATION

Category Description: Appropriate entries include, but are not limited to, narrative character-based or dynamic animations with any combination of computer-generated graphics, visual effects, text animations, or digital reproductions of drawn images.

Qualifying entries are created for one of the following purposes:

- 1) For expression, aesthetics, or for their own sake
- 2) For promoting a product, service, person, place, or event.
- 3) To influence change towards a social or environmental cause.



Instructions and Tools: Submit your project via a URL reference to a Behance, Vimeo, or YouTube video, with password provided, and any optional materials (PDFs, etc) to explain your purpose or process. Only the first five minutes of the video will be judged. Entries must have used Adobe tools for at least 50% of the work of editing visuals, editing and/or enhancing effects, or showing other expertise in animation. Tools may include (but are not limited to) Illustrator, After Effects, or Adobe Audition.

PRINT/ GRAPHIC

Category Description: Appropriate entries include a single picture or a series of up to 10 related images. Images must be graphical in nature and can (but are not required to) include illustrative components. Examples of images of 3D products and their packaging – including flat layouts for product boxes, labels, bags, on-shelf merchandising, or wall graphics – are also included.

Qualifying entries are created for one of the following purposes:

- 1) For expression, aesthetics, or for their own sake
- 2) For promoting a product, service, person, place, or event.
- 3) To influence change towards a social or environmental cause.

Instructions and Tools: Entries may include up to 10 images in JPEG, PNG, GIF formats, and any optional materials (PDFs, YouTube links, Vimeo links, etc.) to explain your purpose or process. Adobe tools must have contributed to more than 50% of the finished work. Tools may include (but are not limited to) Illustrator, InDesign, or Photoshop.

DIGITAL PRODUCTS & EXPERIENCES

Category Description: Appropriate entries are designs meant to be viewed or interacted with via a browser on a computer, on a handheld device, or through a combination of interconnected surfaces and interaction models. They can include, but are not limited to, any of the following:

- Websites
- Mobile applications
- Digital games (video game consoles, electronic computer games, or mobile games meant for individual or group/team play)
- Wayfinding systems
- User interface designs and prototypes
- eLearning projects
- Other real-time interactive experiences, including applications of new media

Physical installations with an important digital component are also eligible, such as kiosks, exhibits, and environmental graphics.

Qualifying entries are created for one of the following purposes:

- 1) For expression, aesthetics, or for their own sake
- 2) For promoting a product, service, person, place, or event.
- 3) To influence change towards a social or environmental cause.



Instructions and Tools: Submit your project via a URL reference to a Behance, Vimeo, or YouTube video, with password provided, and any optional materials (PDFs, etc) to explain your purpose or process. The design of all products and experiences must have been created primarily (over 50%) with Adobe tools. Tools may include (but are not limited to) InDesign, Photoshop, or Adobe XD.

Games and interactive experiences using third-party platforms are acceptable, if assets, animations, and creative worlds were constructed through Adobe technology. A final working application of your entry is encouraged, but is not required for entry. Entries will be judged on the quality of the design and concept and, if no working prototype or application is included, should effectively demonstrate the concept in a demo video or through the use of still images.

3.4 Limits on Submissions

Each Participant may submit (on behalf of him/herself and any associated Contributors) THREE TOTAL SUBMISSIONS PER CATEGORY during the Promotion Period, and regardless of the number of Submissions entered, each Participant is only eligible to win 1 prize in the Promotion. Each Submission must be entered separately pursuant to Section 3.1. Participants may not use multiple email addresses or alternate user identities in an attempt to submit more Submissions than are allowed from a single Participant. Submissions received by other methods will not be accepted, and no entries will be acknowledged or returned. Each entry must meet the requirements as specified below in Section 4. Any nonconforming entries will be disqualified. Altered, defaced, mutilated, illegible, or incomplete entry forms are not eligible. Adobe cannot guarantee that all persons attempting to enter will be able to participate.

3.5 Team Submissions

If a Submission is developed by the Participant and one or more Contributors prior to entering as part of a team, the Participant must obtain written permission from each Contributor. If requested, Participants must be able to demonstrate proof of such permissions in a form acceptable to Adobe. For such team entries, everyone who worked on the entry must be listed on the entry form and meet the eligibility requirements in Section 1. Teams are limited to a maximum of 10 individuals and subject to the limitation that any individual may only be a Participant or Contributor for three total Submissions per Category.

3.6 Using Adobe creative software

If needed for development of a Submission, many Adobe desktop software applications, services, and touch apps are accessible on a trial basis with Adobe Creative Cloud membership (both FREE) at <http://www.adobe.com/downloads.html>. Not all applications, services, or features are available in all languages and countries.

3.7 Using Adobe creative software

Effect of Providing Submission. In all cases, physically submitted entries become the exclusive property of Adobe and will not be returned. Submissions are considered donations to the program for the purpose of increasing exposure in the community. Adobe accepts no responsibility for entries that are lost or damaged in transit. Adobe shall use reasonable care to prevent any loss or damage to entries received by Adobe; however, Adobe shall not be liable for direct, indirect, or consequential



loss that results from the loss or damage to any entry. Unless prohibited by law and not applicable to Participants residing in India, Adobe's liability shall be limited to the lesser of (a) the value of the media on which the entry was contained or (b) US\$50.

4. SUBMISSION GUIDELINES

4.1 All Submissions must conform to these guidelines in Section 4 ("Submission Guidelines") and be in good taste and in keeping with Adobe's image, as determined by Adobe in its sole discretion. By submitting an Submission in this Promotion, each Participant warrants and represents that (1) he/she has the legal right and necessary permission(s) to do so (including permission from any associated Contributors), and (2) that his/her Submission (including all creative and other content comprising his/her Submission) conforms to the following:

- a) Submissions must satisfy the elements of the Judging Criteria attributes in Section 6 and Category descriptions in Section 3.2.
- b) Participant is sole designer, creator, and owner of the Submission, including all visual and auditory components, or has, permission to use copyrighted components, and further warrants that the Submission does not contain information considered by Participant's place of business or any other third party to be confidential or prohibited or restricted for distribution or sharing in any way. By providing a Submission as a team of creators, the Participant (and all Contributors) warrant that they jointly designed, created, and own the visual and/or auditory Submission or have permission to use the Submission, and further warrant that the Submission does not contain information considered by Participants' place of business or any other third party to be confidential or prohibited or restricted for distribution or sharing in any way.
- c) If the name, likeness, or other indicia of persona of a person appears in an Submission, it should be only that of the Participant or any associated Contributors. However, if a Submission contains the name, likeness, or other indicia of persona of persons other than the Participant and any associated Contributors, then by submitting the Submission, the Participant represents he/she has permission from all recognizable persons (including all Contributors, or the parent or legal guardian of any minor child) featured in the Submission to use such person's name and/or likeness, and to grant the rights granted to Adobe in these Official Rules;
- d) Submissions must not contain content not created by the Participant and associated Contributors, if applicable, and must not infringe, violate, or use without permission the rights of any third party, including trade names, trademarks, logos, copyrights privacy or publicity rights, or other intellectual property rights;
- e) Submissions must be suitable for publication and viewing by all ages, and must not contain material that is indecent, obscene, tortious, defamatory, harassing, harmful, slanderous, libelous, disparaging, objectionable, or that promotes bigotry, racism, hatred, harm, or discrimination against any group, individual, or entity (as determined by Adobe), or any other material that is unlawful, or in violation of or contrary to the laws or regulations in the jurisdiction from where the Submission is sourced or submitted; and
- f) Submissions must not violate the online terms of use or privacy policy of Adobe or the website where the Submission submitting mechanism for the Promotion may be host ed.



4.2 Proof of submitting the entry materials and/or parts of a Submission is not proof of delivery or receipt of that Submission by Adobe. Use of a false email account will disqualify a Submission. If there is a dispute regarding a Submission, or the identity of a Participant, the Submission at issue will be deemed by Adobe to have been made by the natural person who is the authorized account holder assigned by an Internet access provider to the email address associated with the Submission, and that person must comply with these Official Rules. Participants may be required to show proof of being the authorized account holder.

4.3 By participating in the Promotion, each Participant accepts and agrees that Adobe, in its sole discretion, may disqualify any Participant who (whether in fact or by attempt) subverts, circumvents, or tampers with the entry process, or the lawful operation of this Promotion or the Site, or who Adobe finds to be acting in an unsportsmanlike, fraudulent, unfair, or disruptive manner, or in a manner otherwise in violation of these Official Rules.

5. DATA PROTECTION AND LICENSE

5.1. Participants' Consent to Adobe's use of Personal Data

By participating in this Promotion and submitting a Submission, each Participant consents to having personal data collected from him/her by Adobe, which personal data may be transferred, and will be used and disclosed by Adobe and its authorized agents for purposes of Promotion administration and fulfillment. By entering, each Participant consents to the collection, use and disclosure of his/her personal data as described in these Official Rules. Nothing in these Official Rules will be deemed to restrict or exclude any Participant's statutory consumer rights pertaining to personal data. Except as otherwise stated in these Official Rules or on the Site, personal data collected from Participants by Adobe is subject to Adobe's Privacy Policy at <http://www.adobe.com/privacy/policy.html> (available by region).

5.2 Participants' License and Consent to Adobe's Use of Submissions

- a) To the fullest extent permitted by applicable law, entry into the Promotion constitutes permission to use your (and any Contributor's) name, hometown, aural and visual likeness, biographical information, indicia of persona, and prize information (collectively, "Persona") for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness, biographical information, indicia of persona, and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Promotion, you consent to being contacted by Sponsor for any purpose in connection with this Promotion.
- b) Adobe does not claim ownership of Submissions, however, by participating in the Promotion and submitting an Submission (i) each Participant consents to, and grants to Adobe and its agents, a worldwide, perpetual, royalty free, fully-paid up, nonexclusive, irrevocable, transferable, sublicensable right and license, under any and all rights, to use, modify, reproduce, distribute, publicly perform and publicly display, publish (or not



publish), and create derivative works based upon, in whole or in part, the Submission (together with or without his/her Persona) in connection with the Promotion and for other advertising, marketing, and promotional purposes, and to incorporate Submissions, in whole or in part, into other works in any manner, form, media or technology now known or later developed, including the Site. You agree that it is your sole responsibility to obtain all permissions and releases necessary for the grant of the rights contained in this paragraph. You agree to take, at Adobe's expense, any further action (including execution of affidavits, tax forms, and other documents) reasonably requested by Adobe to effect, perfect or confirm Adobe's rights as set forth above in this paragraph. You will not be entitled to compensation for any use by Adobe, or its agents, licensees or assignees, of your Submission

- c) To the fullest extent permitted by applicable law, by submitting a Submission each Participant unconditionally and irrevocably waives any and all moral rights to which Participant may be entitled under applicable law, and waives and releases the Released Parties from any and all claims that he/she (and anyone by or through him/her) may have now or in the future in any jurisdiction based on "moral rights" with respect to Adobe's exploitation of his/her Submission without further notification or compensation to the Participant. "Moral Rights" means any right to (a) divulge the Submission to the public; (b) retract the Submission from the public; (c) object to any modification of the Submission; or (d) any and all rights similar to moral rights existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether such right is generally called or referred to as a moral right. If this waiver of moral rights is unenforceable or invalid, and to avoid any doubt, each Participant acknowledges and agrees that Adobe is authorized to exercise all moral rights to his/her Submission.
- d) Participation in the Promotion creates no obligation (express or implied) on the part of Adobe to use, commercialize or otherwise exploit any Participant's Submission or Persona and no Participant is entitled to any damages or other relief by reason of Adobe's use or non use of his/her Submission. Each Participant waives any right he or she may have to be mentioned as the author or creator of the Submission and Adobe has no obligation to notify you of any use of your Submission.

5.3 Participants' Right to Opt Out from Adobe's use of Personal Data

Each Participant may refuse to have his/her personal information collected, transferred, used, or disclosed by Adobe as described in these Official Rules ("Opt Out") by choosing to not participate in the Promotion.

5.4 No Opt In to future communications from Adobe required to participate

During the Promotion Period Participants may be presented the option to "Stay informed via email about Adobe products and services." ("Opt In" consent to future marketing), but Opt In consent to future marketing is not required to participate in the Promotion, and will not increase or improve a Participant's opportunity to win a prize.



6. ADOBE JUDGING PHASE; PROCEDURE FOR BREAKING TIES

6.1 Adobe Judging

The Judges will evaluate and score all eligible Submissions received and select the 100 Participants with the highest ranked Submissions in each Category (potential “winner(s)”) based on each Submission’s cumulative score using the below weighted criteria (“Judging Criteria”):

- a) Originality (30%)
- b) Effectiveness in meeting the communication objective through:
 - 1) Aesthetics (20%)
 - 2) Expression (20%); and
- 3) Skill in applying the Adobe products specified in the entry forms (30%).

6.2 Procedure for breaking ties

In the unlikely event of a tie in scoring between Submissions, a winner among the tied Submissions will be selected based on the Submission with the highest score in the “Originality” category. Judges reserve the right in their discretion to select fewer than the stated number of winners if there is an insufficient number of eligible Entries, or an insufficient number of eligible Entries meeting the minimum Judging Criteria.

6.3 Adobe XD Judging Criteria

In the unlikely event of a tie in scoring between Submissions, a winner among the tied Submissions will be selected based on the Submission with the highest score in the “Originality” category. Judges reserve the right in their discretion to select fewer than the stated number of winners if there is an insufficient number of eligible Entries, or an insufficient number of eligible Entries meeting the minimum Judging Criteria.

- a) 30% originality in use of Adobe XD to enhance the project
- b) 70% technical proficiency in use of Adobe XD as a tool

6.4 Other Judging Information

Submissions will be reviewed by the Judges and scored on a rolling basis with all Submissions receiving the same review under the applicable Judging Criteria or Adobe XD Judging Criteria, as applicable. The Judges will apply their experience and discretion when evaluating and scoring Submissions and Adobe XD Submissions in connection with the applicable judging criteria, and their decisions are final. Judges also have the right to reclassify entries from one Category to another or to select only components of the Submission for honors.



7. WINNER SELECTION AND NOTIFICATION; ODDS OF WINNING

7.1 Winner selection and Notification

Potential winner(s) will be determined on or about August 10, 2019 and notified on August 30, 2019 by an email sent to the email address specified at the time of entry

- a) Potential winners (including any Contributor on a team) may be required to complete and return a Declaration of Eligibility and, except where prohibited, Liability/Publicity Release, tax forms, or other documents in the form provided by Adobe by the date specified by Adobe to claim the prize. Only the Participant that directly submitted the Submission will be contacted in connection with the award of a prize and other Contributors are expected to check with the Participant regarding any award of a prize.
- b) If a potential winner cannot be contacted, is contacted and does not respond in a timely manner with all required information, or fails to claim the prize as directed within the time allotted following attempted notification, refuses the prize, is ineligible to accept the prize, is otherwise not in compliance with these Official Rules, or if the attempted prize notification is returned as undeliverable, then the prize at issue will be forfeited and, at Adobe's discretion, not awarded or awarded to an alternate winner with the next highest ranking Submission based on the applicable Judging Criteria. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, the prize(s) will be awarded to the person with the highest scoring Submission in accordance with the Judging Criteria from among all eligible claimants making purportedly valid claims to award the prizes available.
- c) A Participant is not a winner, even if a prize notification is received, unless and until the Participant's eligibility and the potential winning Submission has been verified and the Participant notified that verification is complete. Potential winners must continue to comply with these Official Rules.

7.2 Odds of winning

This is a skill based Contest and chance plays no part in determining the winner(s). The odds of winning a prize will depend on the number and quality of eligible Entries received, and the relative skill of each Participant.

8. TOTAL PRIZES TO BE AWARDED; PRIZE DESCRIPTION; RETAIL VALUE (RV); DISTRIBUTION OF PRIZES FOR TEAM ENTERIES

8.1 Total prizes to be awarded, descriptions, and aggregate RV

100 prizes will be awarded for each Category (600 total). 1 winner will win the XD Prize.

Category Prizes (600): Each Category winner (100 winners for each Category) will be named part of the Adobe "Top Talent of 2019" and will receive a prize consisting of: (a) Adobe Creative Cloud (1 year subscription); (b) a digital certificate; and (c) digital credentials for their LinkedIn and other social profiles. Approximate Retail Value ("ARV") of Each Prize: \$240.



Adobe XD Prize (1): One Adobe XD Prize will be awarded based on the Adobe XD Prize Judging Criteria consisting of (a) a digital certificate; (b) Adobe Creative Cloud (1 year subscription); (c) digital credentials for their LinkedIn and other social profiles; (d) an invitation to attend the Adobe MAX Conference held in Los Angeles, California, November 2 - 6, 2019 and one complimentary general student registration fee of US\$299 value; (e) round-trip coach airfare to Adobe MAX Conference up to US \$1,200; (f) three nights of shared hotel accommodations (the prize is collectively “the Trip.” ARV: \$2,600.

8.2 Prize Restrictions and Terms.

a) Limit 1 prize per participant, regardless of number of entries or categories of submissions.

b) Retail Values (RVs) quoted represent the maximum retail price or, in the absence of a maximum retail price, the prevailing market price to the best of Adobe’s knowledge. Differences in stated price and actual prize values (including differences in any stated price and the price a winner would have had to pay for such product in any jurisdiction) will not be awarded. Prizes are non transferable and all prize details, including type, color, size, etc. are at Adobe’s sole discretion. ALL PRIZES ARE AWARDED “AS IS” WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. No cash alternative to prize is available and Adobe reserves the right to substitute a prize (or portion thereof) with one of approximately equal or greater value.

Participants are responsible for all applicable federal, state, territorial, provincial, municipal and local taxes, costs associated with currency exchange, or any other costs and expenses associated with prize receipt, acceptance, or use. Use of any prize(s) that have associated use terms such as gift cards, software, online services, or subscription products is subject to any terms or conditions that may accompany such products as issued by the service or product provider. Only the advertised number of prizes and those claimed in accordance with these Official Rules will be awarded. Winners may be required to provide a shipping address and proof of residency to claim a prize. Adobe will arrange and determine mode of delivery of prizes to winners. Allow at least 21 days for delivery of a prize.

c) **Distribution of prizes involving team Submissions**

Prizes will be delivered only to the winner who submitted the Submission containing the Submission and division of the prize (among Contributors who participated in development of the Submission) is solely the winner’s responsibility.

d) **Terms in this section 9.1(C) additionally apply for any prize(s) involving a trip or travel destination (“Trip”).** Trip includes round trip economy/coach class airfare (or other travel arrangement depending on winner’s proximity to the Trip destination location) for winner from the commercial airport nearest winner’s residence to Trip destination; roundtrip airport shuttle transfer; accommodations at hotel of Adobe’s choosing (double occupancy room). Winner is solely responsible for any travel related costs or expenses exceeding the Trip RV, including any extra nights’ stay and any additional costs associated with an extended stay, as well any Trip related costs for incidentals, hotel or airline service charges or processing fees, meals, gratuities, telephone calls, facsimile charges, Internet charges, gift shop purchases, souvenirs, spa, beauty salon, laundry or other guest service charges, costs or expenses related to non Adobe designated activities, in state travel or other activities, tours or excursions, any or other costs or expenses not provided by Adobe as part of the prize. Travel and accommodations must be made through Adobe’s designated agent and service providers of Adobe’s choosing. Winner is responsible for



complying with hotel requirements, including the presentation of a major credit card at check in. All airline and accommodation provider terms, conditions and restrictions apply. Adobe will attempt to notify winner of the itinerary and proposed date(s) for travel no later than 2 weeks prior to expected date of departure, and winner must be available for travel on the dates specified by Adobe. All reservations, travel, and accommodations are subject to availability, restrictions, and airline blackout dates, so Adobe cannot guarantee Trip or related transportation will be available on the exact dates specified in these Official Rules. Adobe reserves right to change travel dates and itinerary if necessary due to unforeseeable circumstances. If on the intended initial travel departure date the winner is then located in the location of final Trip destination, or if any activity relating to the Trip component is cancelled or postponed for any reason due to circumstances beyond the Adobe's control, the balance of components comprising the Prize will be distributed to the winner in full and complete satisfaction of Prize award. Winner is responsible for complying with all applicable international and domestic travel procedures and restrictions and for obtaining all required travel documentation (acceptable valid photo ID, passport, visa, vaccinations, etc.) and any required or optional insurance prior to travel. Trip portion of Prize Trip Package may be forfeited if either (a) proper travel documents for any and all travel are unattainable for any reason within the time required by Adobe, or (b) any complications arise related to the winner's right to enter or reenter the destination jurisdiction, or the United States, or his/her country of origin.

9. PARTICIPANTS' AGREEMENT TO OFFICIAL RULES AND DECISIONS OF ADOBE AND JUDGES

Participation in the Promotion or receipt of any prize constitutes each Participant's and winner's full and unconditional agreement to and acceptance of these Official Rules, Adobe's online Terms of Use, Privacy Policy (available by region and incorporated into these Official Rules by this reference), and Adobe's and Judges' decisions which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon Participant fulfilling all applicable requirements in these Official Rules.

10. GENERAL

10.1 Adobe's right to cancel, terminate or modify the Promotion; miscellaneous

Adobe reserves the right to cancel, terminate, or modify the Promotion, or any portion thereof, if in Adobe's opinion the Promotion has been compromised, corrupted, or cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Adobe's reasonable control, including without limitation, an insufficient volume of participation or eligible Entries, and to select potential winner(s) from among eligible, non suspect Entries received on or before the termination date. While Adobe may take action against fraudulent activities of Participants, Adobe assumes no responsibility or obligation to proactively police Participants' activities, or to investigate any or all claims of fraudulent activity. Adobe's failure to enforce any provision of these Official Rules does not constitute a waiver of that provision. The use of "includes" or "including" is illustrative and not limiting.

10.2 Limitations of liability

The Released Parties (defined in Section 1.3) do not guarantee the processing or posting of any Submission, or the functioning of the Site. The Released Parties are not in any way responsible or liable for any act, omission, or breach of contract or warranty by Participants, or any infringement



or violation of any right of publicity, privacy, intellectual property or proprietary rights, or for any loss (including loss of opportunity) or other claim arising from or in relation to the Promotion, or any Submission, or for the authorized or unauthorized actions of Participants or other third parties. The Released Parties are not responsible for events requiring a cancellation or postponement of the Promotion, or for Submissions that are incomplete, illegible, lost, intercepted, misdirected, or not otherwise received by Adobe, or for hardware or software malfunctions, delayed, unavailable, or failed network connections or communications, or other errors or impediments of any kind, whether technical or non technical in nature, relating to the Promotion, its administration, the processing of Submissions or Votes, or the announcement of winners.

10.3 Release of claims

By participating in the Promotion each Participant agrees, to the maximum extent allowable under applicable law, to release and hold the Released Parties harmless from and against any and all liability whatsoever for any injuries, losses, or damages of any kind arising from, or in any way connected with, participation in the Promotion, any Promotion related activity, or any Submission submitted, or the shipping and handling, receipt, possession, loss, use or misuse of any prize awarded. The limitation of liability in this section does not apply to claims for personal injury or death caused by Adobe or its agents' negligence, or to liability of Adobe and its agents for willful misconduct or gross negligence, or any other liabilities that may not be excluded by law. Participants agree that Adobe's only obligation is to accept eligible Submissions and submit them to the Promotion Judges (and ultimately to award prizes) according to the procedures and criteria set forth in these Official Rules, that these obligations are fair and adequate consideration for any Submission submitted, and Participant is not entitled to and will not seek any further compensation.

10.4 Not an offer or contract of employment

This is a Promotion for prizes only and NOT AN OFFER OR CONTRACT FOR EMPLOYMENT. Under no circumstances will participation in this Promotion, the submission of a Submission, awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with the Adobe. Each Participant acknowledges and agrees that no confidential, fiduciary, agency, or other special relationship or implied in fact contract now exists between him/her and Adobe, and no such relationship is established by Participant's decision to submit an Submission in this Promotion.

10.5 Governing law; venue; disputes.

EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE DIVISION) OR THE APPROPRIATE STATE COURT LOCATED IN SANTA CLARA COUNTY, CALIFORNIA. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.



10.6 Winners' list

For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after August 30, 2019 and before August 30, 2020 to the address listed in Section 1 above, Attn: 2019 Adobe Design Achievement Awards. To obtain a copy of these Official Rules, visit <https://www.adobeawards.com/competition> or send a stamped, self-addressed business-size envelope to the address listed in Section 1 above, Attn: 2019 Adobe Design Achievement Awards. VT residents may omit return postage. A Winners list may be posted on the Adobe Design Achievement Awards program website, www.Adobeawards.com, by September when finalized.

10.7 Contact

Additionally, for any comments, suggestions or complaints arising from these Contest terms and conditions, please call **888-962-7483** for customer service, available from Monday to Friday from 9am – 5pm – PST.