

Adobe #makeitlayered Competition Terms and Conditions

1) ELIGIBILITY

Open to:

- UK & Ireland
- Nordics (Sweden, Finland, Denmark, Norway)
- Germany
- France
- Benelux (Belgium, Netherlands, Luxemburg)
- Spain

residents aged 18 years or over. You must have either a Twitter OR Facebook account in order to participate in this competition.

The competition excludes Promoters employees, their immediate family members, and persons living in the same household of such persons, agencies, or anyone professionally connected with the competition.

No entries from agents, third parties, organised groups or applications automatically generated by computers will be accepted. No incomplete or corrupted entries will be accepted. Any entries not in accordance with the entry instructions will be rejected. Any entries containing offensive or inappropriate content will be removed.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these terms and conditions.

2) HOW TO ENTER

To take part in the competition, participants must create an original composited artwork, using a minimum of three assets, from our supplied [CC library](#).

The artwork should be based around the concept of 'new beginnings' and should be composed by the entrant. Images used as layers within entrants' submitted work must be used with the full and correct permissions, as per local country copyright law.

Participants should submit their entries by EITHER;

- Uploaded to Twitter, using the hashtag #makeitlayered; OR,
- Uploaded to Facebook in the comments of the competition launch post on the Adobe channel

Submissions without an explanation of the artwork, and the [minimum] 3 assets named from the CC

library will not be accepted.

Only one entry will be accepted per entrant.

The winners will be determined by a jury designated by Adobe, who will, in their sole discretion, evaluate all eligible submissions received, and select the winners based on the following criteria:

- (i) their technical skill with CC displayed in the artwork;
- (ii) their understanding and interpretation of the brief;
- (iii) the overall aesthetic and creativity.

6 winners will be selected – one from each of the eligible regions. In the case of no entries from a single region, Adobe reserves the right to pick secondary winners from alternative regions, at their discretion.

Winners will be announced via a blog post on the Adobe Creative Connection Blog.

The competition will be open from 00.01 (CET) 14th January 2016 and all entries must be received by 23.59 (CET) on 7th February 2016. Any entries outside of the competition period will not be considered.

The competition winners will be contacted via email within fourteen days after the competition has closed.

By entering, Participants will be deemed to have accepted and be bound by the rules. All entry instructions form part of these Terms and Conditions.

Winners must respond to the notification of their prize within one week, otherwise the right to claim the prize will be lost and the Promoter reserves the right to re-award the prize.

No other methods of entry will be accepted. Adobe cannot guarantee that all persons attempting to enter will be able to participate. If there is a dispute as to any entry, or the identity of a participant, the entry at issue will be declared to be made by the authorised account holder and natural person assigned by an internet access provider to the email addressed associated with the entry, and he/she must comply with these terms and conditions. Participants may be required to show proof of being the authorized account holder. By participating in the competition, each participant accepts and agrees that Promoter, 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 competition, or who Promoter finds to be acting in an unsportsmanlike or disruptive manner, or in a manner otherwise in violation of these terms and conditions.

3) THE PRIZE There

will be 6 winners.

The winners will receive the following prize:

one Adobe Creative Cloud membership for 12 months: The Adobe Creative Cloud is subject to the EULA, which can be found here: <http://www.adobe.com/products/eulas/>. The 12 month subscription will end 12 months after activation and will not renew automatically.

The 12 month free Creative Cloud memberships will go to the artworks, based on the above judging criteria, in each of the European regions following: UK & Ireland, Nordics (Sweden, Finland, Denmark, Norway), Germany, France, Benelux (Belgium, Netherlands, Luxemburg), Spain; to a total of 6 winners.

No cash or other alternative in part or full will be offered in lieu of the specified prizes.

In the event of unforeseen circumstances, the Promoter reserves the right to offer alternative prizes of equal or greater value.

Prizes are not transferable and will be dispatched within 2 weeks of the competition close date. All taxes, and any incidental expenses associated with collection of the prize are the sole responsibility of the winner.

The ARV of prizes is stated in Euro values based on local currency rates can be determined by consulting an online currency converter. ARVs quoted represent the maximum retail price or, in the absence of a maximum retail price, the prevailing market price to the best of Promoter's knowledge. Differences in stated price and actual promotional item values (including differences in any stated price and the price a winner would have had to pay for such prize in any jurisdiction) will not be awarded. All prize details, including type, colour, size, etc., and sequence or combination of prize distributed in connection with this competition are at Promoter's sole discretion.

All prizes are awarded "as is" with no warranty or guarantee, either express or implied. Use of any prize that has associated use terms such as software, online services, or subscription products is subject to any terms or conditions that may accompany such promotional items as issued by the prize service or product provider. Only the advertised number of prizes and those claimed in accordance with these terms and conditions will be awarded. Participants may be required to provide a shipping address and proof of residency to claim a prize.

4) DATA PROTECTION

Promoter does not claim ownership of entries, however, by participating in this competition (i) each participant hereby consents to personal information being collected from participant by

Promoter, which will be used and disclosed, by Promoter and its authorized agents for the purposes of competition administration and prize fulfilment. By entering, each participant consents to the collection, use and disclosure of participants personal information as described in these terms and conditions. Nothing in these terms and conditions will be deemed to restrict or exclude any participant's statutory consumer rights pertaining to personal data. Except as otherwise stated in these terms and conditions, personal information collected by Promoter from participants is subject to Promoter's Privacy Policy at <http://www.adobe.com/privacy/policy.html>.

The personal information shall not be transferred to a country outside the European Economic Area unless the receiving party has certified to the Safe Harbour Framework or is has received a 'positive finding of adequacy' granted by the European Commission.

5) PROMOTER'S RIGHT TO USE PARTICIPANTS' SUBMISSION

By participating in this competition (i) each participant hereby consents to, and grants to Promoter and its agents, a perpetual, royalty-free, non-exclusive, transferable right and fully-paid up, fully-sub licensable license, to use, reproduce, distribute, publicly perform and publicly display, publish, in whole or in part, participant's entire entry, excluding any personal information associated with that entry, (collectively, "Submission"), in any media format or medium (whether now or hereafter known) and through any media channels, in and in connection with the promotion, publicity and advertising for this competition or Promoter, its products or services, without any further attribution, notification, or compensation to the participant.

Participation in this competition creates no obligation (express or implied) on the part of Promoter to use, commercialize or otherwise exploit any participant's Submission and no participant is entitled to any damages or other relief by reason of Promoter's use or non-use of his/her Submission.

6) LIMITATIONS OF LIABILITY, RELEASE OF CLAIMS

Conduct of competition and selection of winner is in Promoter's sole discretion, and Promoter's decision is final and binding. Promoter and its agents, representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies, and legal advisors ("Released Parties") are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible, or postage-due entries; (ii) any condition caused by events beyond the control of Promoter that may cause the competition to be disrupted or corrupted; (iii) any printing or typographical errors in any materials associated with the competition; (iv)

electronic hardware or software program, network, internet, or computer malfunctions, failures, or difficulties of any kind; (iv) any act, omission, or breach of contract or warranty by participants; (v) 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 this competition; (vi) failed, incomplete, garbled, or delayed computer transmissions. By participating in the competition 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 competition, any competition-related activity, or any entry 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 Promoter or its agents' negligence, or to liability of Promoter and its agents for willful misconduct or gross negligence, or any other liabilities that may not be excluded by law.

Participants agree that Promoter's only obligation is to accept eligible entries and to award prizes according to the procedures and criteria set forth in these terms and conditions that these obligations are fair and adequate consideration for any entry submitted, and participant is not entitled to and will not seek any further compensation.

7) TERMS AND CONDITIONS

The Promoter reserves the right to amend, alter or terminate this promotion at any time due to circumstances beyond its control.

The Promoter can accept no responsibility for, and reserves the right to refuse, entries which are corrupt, incomplete or fail to arrive by the closing date.

The Promoter's decision is binding in all matters.

These rules are governed by English law and subject to the exclusive jurisdiction of the English Courts.

Promoter & Data Controller: Adobe Systems Europe Ltd, **4-6 Riverwalk, City West Business Campus, Dublin 24, Ireland.**

No Opt-In Consent to Future Marketing Required: Winner and/or any participant required to disclose their personal information to Promoter must be presented the option to consent to future communications from Promoter ("Opt-In"), however, the Opt-In may be declined and is not required to participate in the competition.