



THE ADOBE HOVERING ART DIRECTOR CONTEST (A Skill-Based Contest)

Official Rules

PRELIMINARY DISCLOSURES

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. YOU MUST BE 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN YOUR JURISDICTION) OR OLDER AND A LEGAL RESIDENT OF UNITED STATES, UNITED KINGDOM, CANADA (EXCLUDING QUEBEC), MEXICO, FRANCE, SPAIN, ITALY, IRELAND, BELGIUM, NETHERLANDS, SWITZERLAND, GERMANY, AUSTRIA, NORWAY, SWEDEN, DENMARK, FINLAND, ICELAND, AUSTRALIA, NEW ZEALAND, JAPAN, SOUTH KOREA, SINGAPORE, TAIWAN, INDIA (EXCLUDING TAMIL NADU), INDONESIA, MALAYSIA, PHILIPPINES TO PARTICIPATE. VOID WHERE PROHIBITED.**

PROMOTION PARTIES

2. PROMOTION ORIGINATOR; ELIGIBLE PARTICIPANTS; INELIGIBLE PARTICIPANTS

- 2.1 **Promotion Originator.** The Adobe HOVERING ART DIRECTOR (“Contest” or “Promotion”) is originated by Adobe Systems Incorporated, 345 Park Avenue, San Jose, California, 95110, United States, its affiliates and subsidiaries (collectively, “Adobe”).
- 2.2 **Eligible Participants.** The Promotion is open only to persons meeting all the requirements recited in Section 1 (“Participant(s),” “You,” “Your”). By participating in the Promotion Participants agree to be bound by these official rules (“Official Rules”).
- 2.3 **Ineligible Participants.** No one who is an employee or independent contractor, officer, or director 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”), is eligible to enter or win, nor is 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). The Promotion is subject to all applicable federal, state, territorial, provincial, municipal and local laws and regulations and is void where prohibited or restricted by law.

PROMOTION SCHEDULE

3. PROMOTION PHASES; SCHEDULE; TIMING

- 3.1 **Promotion Phases.** The Promotion comprises the start and end times, two entry phases (the “Entry Phase”), Adobe judging phases (“Adobe Judging Phase”), and winner selection phases (“Winner Selection Phase”), all phases collectively comprising the “Promotion Period”, as detailed in the schedule below:

3.2 Schedule

	Promotion Period		
	Entry Phase	Adobe Judging Phase	Winner Selection Window
Entry Phase #1	May 8, 2017, 12:01 am May 14, 2017, 11:59 pm	May 15, 2017	On or about May 15, 2017
Entry Phase #2	May 15, 2017, 12:01 am May 21, 2017, 11:59 pm	May 22, 2017	On or about May 22, 2017



33 **Timing.** EACH PARTICIPANT IS RESPONSIBLE FOR MAKING THE NECESSARY ADJUSTMENTS FOR TIMING OF THE VARIOUS PHASES IN SECTION 3.2 ABOVE BASED ON PARTICIPANT'S LOCATION AND TIME ZONE. Adobe's computer is the official time-keeping device for the Contest.

PROMOTION TERMS

4. HOW TO ENTER; LIMITS ON ENTRIES; TEAM SUBMISSIONS; USING ADOBE CREATIVESOFTWARE

4.1 **How to Enter ("Entry Requirements").** To submit an Entry anytime during the Promotion Entry Phase:

- (A) **First:** Whether alone, or in collaboration with a team of one or more individuals (each a "**Contributor**"), Visit hoveringartdirector.com. Using the template provided, write your favorite "Hovering Art Director" line (i.e. the best piece of feedback you've received from an art director). Use of profanity or Adobe trademarked terms is prohibited. English only. Using the share button on the website, share your line on Twitter with the hashtags #AdobeStock and #contest. If you do not have a Twitter account, you can register for free at Twitter.com. (following the Submission Guidelines in Section 5.1, collectively, the "**Submission**"); and.
- (B) **Then:** Visit the website at hoveringartdirector.com ("**Site**") and follow the instructions to enter Your Submission, along with Your name, age or year of birth, mail or email address, or user ID, and other required non-personal information, and acknowledge Your acceptance of these Official Rules as directed (all elements together comprising the eligible "**Entry**" or "**Entries**").

4.2 **Limits on Entries.** Each Participant may submit (on behalf of him/herself and any associated Contributors) only 1 Entry during the Promotion Period, and regardless of the number of Entries entered, each Participant is only eligible to win 1 prize in the Promotion. Each Entry must correspond to a single Participant using a single email address. Participants may not use multiple email addresses or alternate user identities in an attempt to submit more Entries than are allowed from a single Participant. Completed Entries must be entered and received electronically during the Entry Phase to be eligible for prizes. If the Promotion consists of multiple separate entry phases, then Entries received during a given Entry Phase will only be considered for the particular Entry Phase and corresponding prize at issue, and will not be included, rolled-over, or considered for subsequent Entry Phases or prizes. Entries received by other methods will not be accepted, and no entries will be acknowledged or returned. Adobe cannot guarantee that all persons attempting to enter will be able to participate.

4.3 **Team Submissions.** If a Submission is developed by the Participant and one or more Contributors prior to entering, the Participant must procure written permission from each Contributor (including the parents/legal guardians of any Contributors who are minors between 13 and 18 years of age or not of age majority in his or her jurisdiction). If requested, Participants must be able to demonstrate proof of such permissions in a form acceptable to Adobe.

4.4 **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.

5. SUBMISSION GUIDELINES

5.1 All Entries must conform to the guidelines below ("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 Entry in this Promotion each Participant warrants and represents that (i) he/she has the legal right and necessary permission(s) to do so (including permission from any associated Contributors), and (ii) that his/her Entry (including all creative and other content comprising his/her Entry) conforms to the Submission Guidelines:

- (A) Entries must meet Entry Requirements outlined in Section 4.1 and demonstrate the Judging Criteria attributes in Section 7.1;
- (B) Entries must contain only original content (text, images, artwork, footage, audio, music, performance, and



other original materials) created by the Participant and associated Contributors, if applicable, and, if required for entry, any idea, question, or similar statement submitted by Participant, must reflect a coherent and complete thought;

- (C) Entries must not have been previously selected a winner in a prior promotion of any kind, or used for any other commercial, or non-personal public purpose;
 - (D) If the likeness of a person appears in an Entry, it should be only that of the Participant or any associated Contributors. However, if an Entry contains the likeness of persons other than the Participant and any associated Contributors, then by submitting the Entry, 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 Entry to use such person's name and/or likeness, and to grant the rights granted to Adobe in these Official Rules;
 - (E) Entries must not contain images or depictions of historical landmarks, or other 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 but not limited to trade names, trademarks, logos, privacy or publicity rights, or other intellectual property rights;
 - (F) Entries 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 Entry is sourced or submitted; and
 - (G) Entries must not violate the online terms of use or privacy policy of Adobe or the website where the Entry submitting mechanism for the Promotion may be hosted.
- 52 Proof of submission of an Entry is not proof of delivery or receipt of that Entry by Adobe. Use of a false email account will disqualify an Entry. If there is a dispute regarding an Entry, or the identity of a Participant, the Entry 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 Entry, and that person must comply with these Official Rules. Participants may be required to show proof of being the authorized account holder.
- 53 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 or disruptive manner, or in a manner otherwise in violation of these Official Rules.

6. DATA PROTECTION

6.1 Participants' Consent to Adobe's use of Personal Data. By participating in this Promotion and submitting an Entry 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 [prize/promotion item/reward] 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).

6.2 Participants' License and Consent to Adobe's use of Entries

- (A) Adobe does not claim ownership of Entries, however, by participating in the Promotion and submitting an Entry
 - (i) each Participant consents to, and grants to Adobe and its agents, a, worldwide, perpetual, royalty-free,



nonexclusive, transferable right and fully-paid up, fully-sublicensable license, under any and all rights, to use, modify, reproduce, distribute, publicly perform and publicly display, publish (or not publish), in whole or in part, the non-personal or non-identifiable data and creative elements comprising his/her Entry (together with or without his/her name, voice and/or likeness and hometown, collectively, “**Persona**”, which Persona each Participant consents to, and agrees may be used by Adobe according to these Official Rules for a period of up to 1-year from the Promotion start date as necessary for the purposes of starting and administering the Promotion, fulfilling [prizes/promotion items/rewards], and announcing winners), except as otherwise prohibited by law, in any media format or medium (whether now or hereafter known) and through any media channels, including on and through the Site and public viewing gallery, and other websites and Adobe-branded social media channels owned or controlled by Adobe, in and in connection with promotion, publicity and advertising for the Promotion without any further attribution, notification, or compensation to the Participant, his/her successors or assigns, or any other person or entity, and (ii) each Participant consents to, and grants to users of the Site a worldwide, royalty-free, license to access, distribute and display his/her Entry through the Site, and to rate, review, comment on, or tag the Entry and share the Entry using commercially available means.

- (B) To the extent permitted by law, by submitting an Entry 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 Entry without further notification or compensation to the Participant. “Moral Rights” means any right to (a) divulge the Entry to the public; (b) retract the Entry from the public; (c) object to any modification of the Entry; 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 Entry.
- (C) Participation in the Promotion creates no obligation (express or implied) on the part of Adobe to use, commercialize or otherwise exploit any Participant’s Entry 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 Entry. Each Participant waives any right he or she may have to be mentioned as the author or creator of the Entry.

63 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.

64 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.

7. ADOBE JUDGING PHASE; PROCEDURE FOR BREAKING TIES



7.1 **Adobe Judging Phase:** During the Adobe Judging Phase, a panel of qualified judges designated by Adobe (“Judges”) will, in their sole discretion, evaluate and score all eligible Entries received and select the Participants with the highest-ranked Entries (potential “winner(s)”) based on each Entry’s cumulative score using the below weighted criteria (“Judging Criteria”). A list of judges will be made available upon request.

- (A) 25% Consistency with Promotion Theme
- (B) 25% Creativity
- (C) 25% Originality
- (D) 25% Artistic Expression

7.2 **Procedures for breaking ties.** In the unlikely event of a tie in scoring after conclusion of the Adobe Judging Phase, a winner among the tying Entries will be selected based on the Entry with the highest Overall Quality. Judges reserve the right in their sole 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.

8. WINNER SELECTION AND NOTIFICATION; ODDS OF WINNING

8.1 **Winner Selection and Notification.** Potential winner(s) will be determined on or about May 15, 2017 & May 22, 2017 and notified on May 15, 2017 & May 22, 2017 via the Twitter handle specified at the time of entry.

- (A) Potential winners may be required to complete and return a Declaration of Eligibility and, except where prohibited, Liability/Publicity Release, or other documents in the form provided by Adobe by June 5, 2017 in order to claim the prize. If a potential winner is 18 years of age as required, but deemed a minor in his or her jurisdiction, then the prize will be awarded in the name of the minor’s parent or legal guardian, who will be responsible for signing any necessary documents.
- (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 sole discretion, not awarded or awarded to an alternate winner with the next highest-ranking Entry based on Community judging.
- (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 Entry has been verified and the Participant notified that verification is complete. Potential winners must continue to comply with these Official Rules.

8.2 **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.

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

9.1 **Total prizes to be awarded, descriptions, and aggregate RV.** 10 total prize(s) with a combined retail value of \$383.10 (USD/United States) will be awarded in this Promotion. Individual prize descriptions and combines retail value of all prizes is below:



Prize 1: Hovering Art Director Action Figure

Total this prize available: 10

Consisting of Talking Hovering Art Director action figure ; RV: \$38.31 (USD/United States)

ea.

- (A) 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 the 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 Six weeks for delivery of a prize.
- (B) **Distribution of prizes involving team Submissions.** Prizes will be delivered only to the winner who submitted the Entry containing the Submission and division of the prize (among Contributors who participated in development of the Submission) is solely the winner's responsibility.
- (C) **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 (and his/her guest, if applicable) from the commercial airport nearest winner's residence to Trip destination; roundtrip airport shuttle transfer; accommodations at hotel of Adobe's choosing (1 double-occupancy room). Winner (and any travel guest) 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 (and any travel guest) is responsible for complying with hotel requirements, including but not limited to 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 (and his/her guest, if applicable) 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 (and any travel guest) 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 (in which event the winner, or his/her parent or legal guardian if winner is a minor, will be solely responsible for arranging for return travel to his/her jurisdiction of residence, including any and all related costs).

10. **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.

11. GENERAL

11.1 **Adobe's right to cancel, terminate or modify the Promotion.** 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.

11.2 **Limitations of liability.** The Released Parties (defined in Section 2.3) do not guarantee the processing or posting of any Entry or Vote, 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 Entry or Vote submitted, 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 Entries or Votes 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 Entries or Votes, or the announcement of winners.

11.3 **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 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 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 Entries 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 Entry submitted, and Participant is not entitled to and will not seek any further compensation.

11.4 The Promotion is in no way sponsored, endorsed or administered by, or associated with Twitter. By entering, you understand you are providing your Promotion-related information to the Sponsor and not to Twitter. All inquiries in relation to the Promotion should be directed to the Sponsor. Personal information you provide in this Promotion will be used as provided in Section 6 of these Official Rules.

11.5 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 an Entry, awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with the Adobe.



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 Entry in this Promotion.

- 116 Governing law; venue; disputes.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Adobe and Participants, will be governed by, and construed in accordance with, the laws of the state of California, United States of America, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the State of California, and all claims must be resolved in the appropriate State Court located in Santa Clara County, California.
- 117 Winners' list.** After all winners have been determined and verified, and no later than 45 days after May 21, 2017, a winners' list may be available on the Site, posted for at least 1 week.
- 118 Inquiries.** For any comments, suggestions, or complaints arising from these rules, please call 415-832-5283 for customer service, available from M-F 9a.m. – 5 p.m. (PST).