



## SPONSORSHIP GENERAL TERMS AND CONDITIONS

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FACILITY	General Matters	Adobe's obligation to hold Adobe Event is conditioned upon the Facility making available the space applied for by Adobe on the dates specified. Adobe has the sole right to determine the eligibility of any company or product for inclusion in Adobe Event. Adobe makes no representation or warranty, express or implied, regarding the number of persons who will attend Adobe Event.
	Assignment, Use of Space	Adobe will assign space for the period of Adobe Event to Sponsor. Each such assignment is made for the period of Adobe Event only and does not imply that the same or similar space will be held or offered for future Adobe Events. Adobe reserves the right to withdraw its acceptance of this application and to cancel Sponsor's participation in Adobe Event if it determines that Sponsor is not eligible to participate or Sponsor's products or services are not eligible to be displayed. Sponsor may not assign or sublet its space, or any part of the sponsorship thereof, nor offer for sale, or advertise articles not manufactured or sold by the sponsoring company, except where such articles are necessary to the proper demonstration or operation of Sponsor's display, in which case the identification shall be limited to the manufacturer's normal, regular nameplate. Sponsor may not permit non-sponsoring company representatives to operate from or share its space. Adobe's decisions regarding use of sponsorship will, in all instances, be final and binding.
	Relocation; Floor Plan Revisions	Adobe reserves to itself the exclusive right to revise floor plans or move assigned Sponsors as it deems necessary.
	Occupancy, Payment Defaults	All participation costs must be paid when due, and in any event, paid in full prior to Adobe Event. If Sponsor fails to occupy its contracted space, fails to pay any or all fees, or fails to perform, meet, or observe any term or condition set forth herein, it will not be relieved of the obligation to pay the full cost of participation in Adobe Event and Adobe, at its discretion, may cancel this agreement and Sponsor's participation in Adobe Event and reassign the sponsorship. In the event that Sponsor tenders the fees after such reassignment, Adobe may assign to it such other sponsorship, as is then available, which Adobe deems appropriate. Sponsor will not be entitled to any refund of any part of any fee and shall remain liable for payment of all fees set forth in this agreement, subject only to the applicable cancellation schedule herein.
	Installing, Exhibiting, and Dismantling.	Hours and dates for installing, exhibiting, and dismantling will be those specified by Adobe. All displays must be fully set up prior to the opening of Adobe Event, and all exhibits must be open for business during all Adobe Event hours. In addition, Sponsor may not dismantle or pack any portion of its display until Adobe Event officially closes. Sponsor shall be liable for all storage and handling charges resulting from failure to remove exhibit material from Adobe Event before conclusion of the dismantling period. When vacated, all exhibit space shall be left in good order.
	Contractor Services and Information	Adobe will select or approve each contractor to provide support and facilities services. Adobe assumes no responsibility for failure of performance by, or the conduct of, contractor or subcontractor or its employees.
	Damage to Facility	Sponsor is liable for any damage caused to Facility floors, walls, or columns, or to other Sponsor's property, which is directly caused by Sponsor.



EVENT		
Observance of Laws and Regulations		Sponsor must abide by and observe all laws, rules, regulations, codes, and ordinances of any applicable government authority, including all rules of the Facility and the jurisdiction in which the Facility is located (now in effect or herein after promulgated), and shall indemnify Adobe against any and all costs, damages, or claims arising from any breach or violation of the same.
Attendance; Hours		Admission policies and Adobe Event hours shall remain, at all times, the prerogative of Adobe, and may be revised or amended to suit unforeseen conditions.
Breakout Sessions.		Sponsors who receive a breakout session with their sponsorship must submit required content deliverables by the due dates as requested by Adobe. If Sponsor fails to submit deliverables by their respective due dates, Adobe may cancel the Sponsor's speaker session and reassign the session at its discretion. Sponsor will not be entitled to any refund of any part of any fee and will remain liable for payment of all fees set forth in this Agreement, subject only to the applicable cancellation schedule.
Sponsor Conduct		Sponsor, and each of its employees and representatives, will conduct itself in accordance to the standards of decency and good taste. Displays must be admitted and remain from day to day solely on strict compliance with the rules herein laid down. Adobe reserves the right to reject, eject, or prohibit any display, in whole or in part, or any Sponsor or its representative or invitees, with or without given cause. If cause is not given, Adobe's liability therefore shall not exceed the return of the amount of rental unearned at the time of ejection. If Sponsor or any portion of its display is ejected for violation of applicable rules or for any other reason, no refund of sponsorship fees or payment by Adobe of other amounts will be made.
Booth Personnel		Sponsor representatives are restricted to personnel engaged in the display, demonstration, application, or sale of the company's product or services. Badges are non-transferable, and if transferred to or used by any party other than the individual to whom it is issued, may be cancelled by Adobe at its absolute discretion. All other employees of exhibiting companies must register as attendees. Adobe reserves the right to restrict or limit the number of sponsorship representatives.
Photography.		Sponsor is prohibited from taking any type of photographic or videotape of Adobe Event without Adobe's prior written consent. Unauthorised use of photography or videotape equipment is subject to confiscation by Adobe. Sponsor agrees that Adobe may take photographs of displays for any promotional use by Adobe or Adobe Event.
Taxes, Licenses		Sponsor is responsible for obtaining all licenses, permits, and approvals under local, state, or Federal law applicable to its activity at, and obtaining all tax identification numbers and paying all taxes, license fees, and other charges that become due to any governmental authority in connection with, Adobe Event.
Cancellation of Adobe Event		If for any reason beyond Adobe's control (e.g., fire, casualty, flood, epidemic, earthquake, explosion, accident, blockage, embargo, inclement weather, governmental restraints, act of public enemy, riot or civil disturbance, impairment or lack of adequate transportation, inability to secure sufficient labour, technical or other personnel, municipal, state or federal laws, or act of God), Adobe Event, or any part thereof, is prevented from being held, or the



		Facility becomes unavailable, unfit for occupancy, or substantially interfered with, Adobe may cancel Adobe Event. In such event, Adobe will not be responsible for delays, damage, loss, increased costs, or other unfavourable conditions arising there from. Upon any such termination, Adobe may refund to Sponsor no more than a prorated amount of Sponsor's total cost or participation paid after deducting all expenses and reasonable compensation to Adobe. In no case will the amount of any refund exceed Sponsor's total cost of participation actually paid.
	Postponement of Adobe Event	If for any reason Adobe determines that the location or dates of the Adobe Event should be changed, no refund will be due to Sponsor, and Adobe will assign to Sponsor, in lieu of the original space, such other space as Adobe deems appropriate, and Sponsor agrees to use such space under the terms of this Agreement. Adobe will not be financially liable or otherwise obligated in the event that Adobe Event is relocated or postponed.
	Sponsor Cancellation	If Sponsor desires to cancel this Agreement, Sponsor may only do so by giving written notice thereof to Adobe, Attention: Show Manager, specified in the Adobe Sponsorship Application. In such event, Sponsor will be liable for the following cancellation fee: 66% of the total cost of Sponsor's participation if such cancellation is effective more than 120 days prior to scheduled opening of Adobe Event; and 100% of the total cost of Sponsor's participation if such cancellation is effective within 120 days prior to scheduled opening of Adobe Event. Payment of cancellation fee must be received by Adobe within 15 days after cancellation. The effective date of any cancellation will be the date Adobe actually receives Sponsor's written notice as specified above. Sponsor understands this cancellation fee has been incorporated into this Agreement as a valid pre-estimate of damages Adobe will sustain which will not be liquidated and agreed-upon damages suffered as a result of Sponsor's cancellation, and is not a penalty. Subsequent reassignment of cancelled sponsorship will not affect this cancellation assessment. In addition all decorating expenses Adobe incurs in decorating cancelled display space will be payable to Adobe from Sponsor upon demand.
<b>GENERAL</b>	Copyrighted Material	Sponsor must not violate any copyrights with respect to writings, music, or other materials used by it at Adobe Event or at any affiliated function, and assumes sole liability and responsibility for the use and display of all copyrighted materials at Adobe Event, and must obtain any and all necessary licenses therefore. Sponsor will indemnify, defend, and hold harmless Adobe and the Facility, and their respective officers, directors, employees, agents, and representatives from and against all actions, causes of actions, claims, demands, liabilities, losses, damage, costs, and expenses of whatever kind and nature, which any one or each of them may sustain, incur, or become subject to, involving, arising from, or relating to, Sponsor's breach of any of its obligations contained herein or the use of copyrighted materials at Adobe Event or any affiliated function.
	Limitation of Liability; Indemnity	Neither Adobe nor the Facility, nor any of its officers, agents, employees, or other representatives, will be held liable for, and each is hereby released from any damage, loss, theft, harm, or injury to the person or property of Sponsor or any of its visitors, officers, agents, employees, or other representatives, resulting from Sponsor's participation in Adobe Event, licensing or use of exhibition space hereunder, or the failure of Adobe to make available the exhibit space or hold Adobe Event, for any cause, including Adobe's or any Facility's, or its officer's, agent's, employee's, or other representatives' negligence. Sponsor understands that neither Adobe nor the Facility, nor its affiliates, maintains insurance



	<p>covering Sponsors' liability or property, and Sponsor is advised to obtain, at its sole expense, insurance for its display materials and products against loss or damage, and a public liability insurance against injury to the person or property of others. Sponsor must provide evidence of such insurance to Adobe and the Facility upon request. It is understood that all property of Sponsor is in its care, custody, and control in transit to, from, or within the confines of the Facility, and neither Adobe nor the Facility assumes any responsibility therefore. In no event will Adobe be liable to Sponsor or anyone claiming through Sponsor for incidental, consequential, special, or indirect damages, including lost profits, even if Adobe has been apprised of the possibility of such loss.</p>
Amendment, Interpretation	<p>Adobe will have full power in the enforcement and interpretation of all terms, conditions, and rules, and the power to make amendments and set further terms, conditions, and rules as it deems necessary and in the best interest of Adobe Event. The connectives "and" and "or" is constructed both conjunctively and disjunctively, the term "including" means including without limitation, and words in the singular include the plural, and words in the plural include the singular.</p>
Agreement to Terms and Rules	<p>Sponsor agrees to observe and abide by the foregoing terms, conditions, and rules, and by such additional terms, conditions, and rules made by Adobe from time to time for the efficient and safe operation of Adobe Event, all of which constitutes a part of this Agreement.</p>
Entire Agreement	<p>This Agreement contains the entire understanding of the Parties relating to the subject matter and supersedes all earlier agreements, understandings, proposals, discussions, negotiations, representations, and warranties, both written and oral, regarding the subject matter.</p>
Governing Law, Venue	<p>This Agreement is governed by and construed under the laws of the jurisdictions specified below, without regard to their conflict of laws principles, and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts in that state, as follows:</p>
	<ul style="list-style-type: none"> <li>- If Sponsor is a resident in Australia or New Zealand, this Agreement is governed by and construed under the laws of the state of New South Wales, Australia.</li> </ul>
	<ul style="list-style-type: none"> <li>- If Sponsor is a resident in any country in Europe, or in India, Sri Lanka, or Myanmar, this Agreement is governed by and construed under the laws of England and the Parties irrevocably submit to the non-exclusive jurisdiction of the courts of London, England.</li> </ul>
	<ul style="list-style-type: none"> <li>- If Sponsor is resident in any other country in Asia Pacific, including a member state of the Association of Southeast Nations, excluding Myanmar (ASEAN), mainland China, Hong Kong S.A.R., Taiwan R.O.C., the Republic of Korea, Bangladesh, or Nepal, this Agreement (including the arbitration agreement contained in this clause) is governed by and construed under the laws of Singapore. Except as expressly set out in this Agreement, nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement under the Contract (Rights of Third Parties) Act. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, must be referred to and finally resolved by arbitration in Singapore under the Rules of Arbitration of the Singapore International Arbitration Centre ("SIAC") for the time being in force, which rules are deemed to be incorporated by reference in this clause. There will be one arbitrator, selected jointly by the Parties. If the arbitrator is not selected within 30 days of the written demand of a Party to</li> </ul>



		<p>submit to arbitration, the Chairman of SIAC will make the selection. The arbitration will be conducted in the English language, but any witness whose native language is not English may give testimony in the witness' native language, with simultaneous translation into English (at the expense of the Party representing the witness). Judgment upon the award rendered may be entered and will be enforceable in any court of competent jurisdiction having jurisdiction upon the parties. If disputes arising out of or in connection with this Agreement are to be referred to arbitration at the same time as disputes arising out of or in connection with other agreements between the Parties or between Adobe and Sponsor's affiliates, which other agreements contain an arbitration clause similar to this clause, the Parties will enter into an agreement (that includes Sponsor's affiliates, where applicable) to submit all of these disputes to a single arbitration proceeding in Singapore before a single arbitrator under the Rules of Arbitration of the SIAC.</p> <ul style="list-style-type: none"><li>- If Sponsor is a resident in North America or Latin America, this Agreement is governed by and construed under the laws of the state of California. The Parties irrevocably submit to the exclusive jurisdiction of the courts of competent jurisdiction in the County of Santa Clara, state of California, provided however, Adobe will have the right to pursue claims against Customer in any other jurisdiction worldwide to enforce its rights under this Agreement or to enforce its intellectual property rights. The United Nations Convention on Contracts for the International Sale of Goods does not apply.</li></ul>
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Sponsor will comply with the Adobe Business Partner Code of Conduct currently available at:  
[http://www.adobe.com/corporateresponsibility/pdfs/adobe\\_business\\_partner\\_code\\_of\\_conduct.pdf](http://www.adobe.com/corporateresponsibility/pdfs/adobe_business_partner_code_of_conduct.pdf)