

# ADOBE DIGITAL EDGE AWARDS RULES

## Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.  
VOID WHERE PROHIBITED.

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 DIGITAL EDGE AWARDS (“Contest” or “Promotion”) is originated by Adobe Inc., 345 Park Avenue, San Jose, CA, United States, its affiliates and subsidiaries (collectively, “Adobe”).

#### 1.2 Eligible Participants

Subject to Clause 1.3 below, to be eligible, participants (“Participant(s),” “You,” “Your”) must be (1) a legal resident of THE UNITED STATES; and (2) at the time of entry at least 18 years of age; and (3) be currently enrolled in an accredited institution of higher education in THE UNITED STATES (“Institution”) on May 31, 2023. 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 (including, for the avoidance of doubt, interns and individuals who have accepted an employment/internship offer from Adobe) 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 outside of THE UNITED STATES.

Any individual deemed by Sponsor in its reasonable discretion to be such will be disqualified and is not eligible to participate or win a prize.

#### 1.4 Participants’ Degree Program Subject of Study

When making an Entry into the Contest, **Participants will select their study subject area that applies to their degree program.** The five study subject areas are (i) Arts and Design, (ii) Business, (iii) Health , (iv) Social Science and (v) Engineering (“ Study Area”). If a Participant’s degree program’s subject of study is not covered by the available subject categories, please email [digedge@adobe.com](mailto:digedge@adobe.com) for assistance. If a

Participant selects an incorrect subject category, Adobe may, at its sole discretion, reassign them to the applicable subject category for their degree program.

**1.5.** 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 1.4 (as applicable), 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**

#### **21 Promotion Period**

The Promotion will begin at 12:00:01 a.m. PT on January 18, 2023 and end at 11:59:59 p.m. PT on May 31, 2023 (the "Promotion Period"). All Submissions (defined below) must be received during the Promotion Period to be eligible.

#### **22 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 timekeeping 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"), who must attend the same academic institution and each individually meet the eligibility requirements in Section 1 above, follow the instructions for each submission type as provided below at Section 3.3 related to their Study Area. All Contributors in a group submission must study the same Study Area.
- b) Then: Visit the website at <https://www.adobe.com/creativecloud/buy/students/explore/digital-edge.html> ("Site") and follow the instructions to submit your Entry, as follows.
  - 1) Provide your name, Institution email address, degree program subject category and any required non personal information, and agree to these Official Rules. Each Contributor on a team must visit the Site and provide their name, Institution email address, degree program subject category and any required non personal information (including the name of the team that he or she is joining), and agree to these Official Rules.
  - 2) Complete the web application form, which includes a Participant statement or explanation

about the Entry in 250 words or more and evidence demonstrating how the Submission made use of the Adobe tools found within Adobe Creative Cloud.

- 3) Pursuant to Section 3.1 (A), include an original work, created not earlier than September 1, 2022, within one of the Submission Types described in Section 3.3. **Entries must contain only original content that is created 100% by the Participant and associated Contributors, if applicable, or content that is in the public domain or available on Adobe Stock (text, images, artwork, footage, audio, music, performance, and other original materials), and must have been created in response to a coursework or assignment set as part of the degree program. 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, including being published academically.**
- 4) You must confirm that you agree to these Official Rules and Adobe’s Privacy Policy, available at <http://www.adobe.com/privacy/policy.htm>, that you have all necessary permissions to share the documents and information comprising your Entry, and that the submitted work was originally created in response to a coursework or assignment set as part of the degree program that contributors are enrolled in as of May 31, 2023.

**32 The work must be created primarily (50% or more) with Adobe tools found within Adobe Creative Cloud**, and be accompanied by original digital files in Adobe software if requested. The percentage will be determined at Adobe’s discretion based on the content of the files. Participants must provide evidence demonstrating how their Submission made use of the Adobe tools found within Adobe Creative Cloud.

By submitting an entry as instructed above and consistent with the applicable Submission Type 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 a panel of judges selected by Adobe (“Judges”) as set forth in Sections 6.

### **33 Entry Requirements for each Submission Type**

Instructions for each Submission Type follow:

## **VIDEO, MOTION & AUDIO**

**Category Description:** Appropriate entries are cinematic, animated or live action examples that demonstrate the ability to use Adobe tools in the process of post-production video or audio editing. Entries may include any combination of computer-generated graphics, visual effects, or digital reproductions of images. Appropriate entries include, but are not limited to, dynamic animations with any combination of computer-generated graphics, visual effects, audiobooks, podcasts and explainer videos.

**Instructions and Tools:** Follow the entry instructions on the submission portal to submit your project in the relevant digital format. For video entries, the Judges will grade the first 3 minutes of the entry, and at their discretion may grade content after 3 minutes have passed.

Entries may include 1 additional upload as a PDF to explain your purpose or process. Adobe tools must have contributed to more than 50% of the finished work in the submission upload. Tools may

include (but are not limited to) Adobe Premiere Rush, Premiere Pro, Adobe Audition or Adobe After Effects.

## PHOTOGRAPHY & DIGITAL IMAGING

**Category Description:** Appropriate entries include a single image or series of related images that are photographic in nature. Can include Image Editing and annotations to convey information around academic subjects.

**Instructions and Tools:** Follow the entry instructions on the submission portal to submit your project in the relevant digital format.

Entries may include 1 additional upload as a PDF to explain your purpose or process. Adobe tools must have contributed to more than 50% of the finished work in the submission upload. Tools may include (but are not limited to) Adobe Photoshop, Adobe Lightroom, or Adobe Photoshop Camera.

## PRINTING & PUBLISHING

**Category Description:** Appropriate entries include, but are not limited to, infographics, posters, magazines, or visual reports.

Entries may include 1 additional upload as a PDF to explain your purpose or process. Adobe tools must have contributed to more than 50% of the finished work in the submission upload. Tools may include (but are not limited to) Adobe InDesign, Adobe Illustrator, or Adobe Photoshop.

## DRAWING & ILLUSTRATION

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

Entries may include 1 additional upload as a PDF to explain your purpose or process. Adobe tools must have contributed to more than 50% of the finished work in the submission upload. Tools may include (but are not limited to) Adobe Illustrator, Adobe Fresco, or Adobe Photoshop.

## 3D & AR

**Category Description:** Appropriate entries include a single picture or a series of up to 10 related images of 1 or more 3D assets. Images must be graphical in nature and can (but are not required to) include illustrative components. Videos and interactive representations of 3D assets are also included.

For video entries, the Judges will grade the first 3 minutes of the entry, and at their discretion may grade content after 3 minutes have passed. Entries may include 1 additional upload as a PDF 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) Adobe Aero, Adobe Dimension, or Adobe Photoshop.

## UX & UI

**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, websites, mobile applications, online articles, eLearning projects.

For video entries, the Judges will grade the first 3 minutes of the entry, and at their discretion may grade content after 3 minutes have passed. Entries may include 1 additional upload as a PDF 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) Adobe XD, Adobe Dreamweaver, or Adobe Photoshop.

### 3.4. Limits on Submissions

Each Participant may submit (on behalf of him/herself and any associated Contributors) THREE TOTAL SUBMISSIONS 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, who must attend the same academic institution and each individually meet the eligibility requirements in Section 1 above. Each Contributor must register and agree to the Official Rules pursuant to Section 3.1. 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 6 individuals and subject to the limitation that any individual may only be a Participant or Contributor for three total Submissions.

### 3.6. Using Adobe Creative Software

If needed for development of a Submission, many Adobe desktop software applications, services, and touch apps including Adobe Stock 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.

## 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 a 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 the applicable Category descriptions in Section 3.

- b) Either (i) Participant is sole designer, creator, and owner of the Submission, including all visual and auditory components, or has used content available in the public domain or on Adobe Stock, 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, or (ii) 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 other than the Participant appears in a Submission, 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 that is not in the public domain or not available on Adobe Stock and 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, immoral, 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 in its sole discretion), 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 hosted;

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.

4.4. By participating in the Promotion, each Participant warrants and represents that they will not, and have not, published statements (or other content) that are grossly offensive or violate generally accepted standards of behavior or otherwise leads Adobe to believe or conclude that public association with Participant and/or the Submission would tend to subject Adobe or its brands to ridicule, contempt, controversy, embarrassment or scandal.

## **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.) 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 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 (including the highest-ranked Design Students) (potential "winner(s)") based on each Entry's cumulative score using the below weighted criteria ("Judging Criteria"):

- (A) 25% Consistency with Promotion Theme (digital literacy)
- (B) 25% Creativity
- (C) 25% Originality
- (D) 25% Overall Quality

### **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 in the sole discretion of the Judges based on the "Originality" criteria. 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. 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. The Judges will apply their experience and discretion when evaluating and scoring 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 July 1, 2023 and notified on or about July 1, 2023. Potential winners will be notified of their shortlisting via 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) Potential winners (including any Contributor on a team) may be required to attend an online qualification interview regarding their submission carried out by Adobe or an agency partner and sign additional documents as provided by Adobe or agency partner. The purpose of the call would be as part of the process to verify eligibility and that the entry has not been made fraudulently including to confirm that the potential winner can demonstrate an appropriate level of understanding of Adobe's Creative Cloud apps used within the Submission. These sessions may be recorded and used for marketing and publicity purposes pursuant to the licenses in Section 5.2 in order to promote the Contest including future editions of it.
- c) 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.
- d) A Participant is not a winner, even if a prize notification is received, unless and until the Participant's eligibility, the eligibility of any Contributors (if relevant) and that of 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; DISTRIBUTION OF PRIZES FOR TEAM ENTRIES

### 8.1. Total Prizes to be Awarded, Prize Descriptions and Retail Value (RV).

Total prizes to be awarded, descriptions, and aggregate RV. 6 total prize(s) with a combined retail value of \$17,935 (USD/United States) will be awarded in this Promotion. Individual prize descriptions and combined retail value of all prizes is below:

1 winner will win the Adobe Digital Edge Awards Prize. 5 prizes will be awarded to winners, selected across each Study Area.

**Adobe Digital Edge Awards Prize (1):** One Digital Edge Awards Prize will be awarded based on the Adobe Digital Edge Awards Judging Criteria consisting of (a) \$10,000 (USD); (b) Adobe Creative Cloud – All Apps 1 year subscription, Approximate Retail Value (“ARV”): \$240 (USD); (c) a digital certificate; and (d) digital credentials for their LinkedIn and other social profiles.

**Study Area Winners Prizes (5):** Each Study Area winner will be named part of the “Adobe Digital Edge Awards Study Area Winners” and will receive a prize consisting of: (a) \$1,000 (USD); (b) 1 in-person Student conference pass to Adobe MAX 2023\*; Approximate Retail Value (“ARV”): \$299; (c) Adobe Creative Cloud – All Apps 1 year subscription, (“ARV”): \$240 (USD); (d) a digital certificate; and (e) digital credentials for their LinkedIn and other social profiles.

\*Travel accommodations and travel expenses will not be provided by Adobe to Adobe MAX. Recipient must pay for all travel expenses related to attending Adobe MAX.

### 8.2. Prize Restrictions and Terms.

- a) Limit 1 prize per participant, regardless of number of entries or categories of submissions.
- b) 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. Cash prizes will be awarded in the form of bank transfer. All prizes will be received by August 31, 2023.

#### c) Distribution of Prizes Involving Team Submissions

Prizes will be delivered only to the winner Participant who originally submitted the winning Submission and division of the prize (among Contributors who participated in development of the Submission) is solely the winner Participant’s responsibility. Each Contributor releases Adobe from any liability for prizes delivered by Adobe to the Participant who submitted the Submission.

## **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 reasonable 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, delays, 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. 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 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 Participants' decision to submit an Submission in this Promotion.

### **10.4. 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.

**10.5. Winners' List**

After all winners have been determined and verified, and no later than 45 days after August 1, 2023, a winners' list may be available on the Site, posted for at least 1 week.

**10.6. Contact**

Additionally, for any comments, suggestions or complaints arising from these Contest terms and conditions, please email [\*\*digedge@adobe.com\*\*](mailto:digedge@adobe.com).