

## **Adobe Stock Top 30 Challenge Contest Terms and Conditions (A Retweet to Win Contest)**

### 1) ELIGIBILITY

- 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, France, Spain, Ireland, Belgium, Netherlands, Switzerland, Germany, Austria, Norway, Sweden, Denmark, Finland, Iceland. VOID WHERE PROHIBITED.
- You must have a Twitter account in order to participate in this competition and must at the time of travel as stated in Section 4 below, be legally entitled to enter the United States of America either through visa waiver, visa, citizenship or other legal means and must be in possession of an up-to-date passport. The competition excludes Adobe's 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 vote for their favorite Top 30 Challenge image as created by Adobe and its partners during OFFF 2018.

Four separate images will be identified as Top 30 Challenge images attributable to: **team beach**, **team architecture**, **team lifestyle** and **team street**. Participants must vote for their favorite team image.

To vote: re-tweet your favorite Top 30 Challenge image with the hashtags:  
#AdobeStock #OFFF18 #Contest.

To enter, you must re-tweet your favourite Top 30 Challenge image as posted by one of the following official Adobe Twitter channels:

**@AdobeES**

**@AdobeFrance**

**@AdobeDACH**

**@AdobeNederland**

**@AdobeNordic**

**@AdobeUK**

**@adobestock**

Your re-tweet must:

- Clearly indicate what team you're voting for and correspond with your favorite image from the Top 30 Challenge.

You can only vote once for your favorite Top 30 image. Multiple votes for one image or votes for different images will be discounted.

The winner will be selected at random out of all participants that have entered into the sweepstake in accordance with the terms and conditions. The winner will be shared and announced on the below Adobe Twitter pages:

**@AdobeES**

**@AdobeFrance**

**@AdobeDACH**

**@AdobeNederland**

**@AdobeNordic**

**@AdobeUK**

**@adobestock**

### 3) Rules

The competition will be open from 8:00 (BST) May 24 2018 and all entries must be received by 23.59 (BST) on May 31 2018. Any entries outside of the competition period will not be considered.

The winner will be contacted by direct message on Twitter from one of the following channels with details of how they can collect their prize:

**@AdobeES**

**@AdobeFrance**

**@AdobeDACH**

**@AdobeNederland**

**@AdobeNordic**

**@AdobeUK**

**@adobestock**

By entering, Participants confirm 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 two weeks, otherwise the right to claim the prize will be lost and Adobe 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 Twitter handle 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.

#### 4) THE PRIZE

There will be one winner. The winner will receive the following prize of cash value equivalent to \$3,000.

Return flights and transfers to Los Angeles, USA and entrance to Adobe MAX The Creativity Conference in Los Angeles California, October 15<sup>th</sup>-17<sup>th</sup> 2018.

Hotel accommodation in LA will be provided only for the nights of October 15 and 16, 2018. The hotel will be designated by Adobe.

Subsistence expenses must be covered by the winner. Associates accompanying the winner are fully responsible for their own costs.

Transfers in the form of motorized land or rail transport will be supplied and applicable in the US only and must be to and from MAX.

Return flights will be economy class, and will be applicable to a week either side of October 15 and October 17.

Attendance at MAX is compulsory and must be evidenced through a Twitter post (#AdobeMax) and through a meeting with an Adobe representative on site.

Recipients are responsible for their own travel and health insurance whilst present in the United States of America or in transit to or from the country and in their home country.

Adobe accepts no responsibility for death, illness or injury suffered by the recipient or associates whilst traveling to or present in the United States of America or anywhere in the world for the redeeming of this prize.

The recipient is not an official Adobe representative and is entirely responsible for their lawful behavior worldwide and in transit for the duration on this prize.

Adobe accepts no responsibility for failure to attend MAX due to illness, schedule changes and flight cancellations but will assist the recipient in the re-arranging of travel plans to MAX in the event of an act of God effecting his or her travel.

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

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

Prizes are not transferable and will be dispatched within two 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.

#### 5) DATA PROTECTION

Adobe 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 Adobe, which will be used and disclosed, by Adobe and its authorized agents for the purposes of competition administration and prize fulfillment. 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 Adobe from participants is subject to Adobe's Privacy Policy at <http://www.adobe.com/privacy/policy.html>.

#### 6) ADOBE'S RIGHT TO USE PARTICIPANTS' SUBMISSION

By participating in this competition (i) each participant hereby consents to, and grants to Adobe 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 participation in the Top 30 Vote, (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 Adobe, 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 Adobe 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.

## 7) LIMITATIONS OF LIABILITY, RELEASE OF CLAIMS

Conduct of competition and selection of winner is in Adobe's sole discretion, and Adobe's decision is final and binding. Adobe 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; (v) any act, omission, or breach of contract or warranty by participants; (vi) 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; (vii) 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 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 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.

## 8) TERMS AND CONDITIONS

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

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

Adobe'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 ("Adobe"), **4-6 Riverwalk, City West Business Campus, Dublin 24, Ireland.**