

#GETMETOADOBEMAX ELEVATOR PITCH CONTEST

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED. MESSAGE & DATA RATES MAY APPLY.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TWITTER

The #GetMeToAdobeMAX Elevator Pitch Contest (“Contest”) is sponsored by Adobe Systems Incorporated (“Sponsor”), 345 Park Avenue, San Jose, CA 95110-2704 and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. CONTEST PERIOD:** The Contest starts on August 17, 2018 at 2:00 PM Eastern Time ("ET") and ends on September 5, 2018 at 11:59:59 PM ET ("Contest Period"). There are three (3) separate entry periods (each, an “Entry Period”), each followed by a “Judging Period” as set forth below:

Entry Period	Start Date & Time	End Date (at 11:59:59 PM ET)	Judging Period Dates
1	8/17/18 at 2:00 PM ET	8/19/18	8/20/18 – 8/21/18
2	8/20/18 at 12:00 AM ET	8/26/18	8/27/18 – 8/28/18
3	8/27/18 at 12:00 AM ET	9/5/18	9/6/18 – 9/7/18

Entries will not be re-judged in subsequent Judging Periods. Administrator’s computer is the official Contest clock. At the end of each Judging Period, a winner or winners will be selected as set forth below. Entries must be received by the end of the applicable Entry Period. Proof of submission is not considered proof or delivery of an Entry (as defined below).

- 2. ELIGIBILITY:** This Contest is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Officers, directors and employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, members, distributors, sales representatives, advertising and promotion agencies (all such individuals and entities collectively referred to herein as the “Contest Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to comply with and abide by these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest.

- 3. HOW TO ENTER:** During an Entry Period an eligible entrant must log on to either his/her Twitter Account or Instagram Account, and create a Tweet or Post that expresses creatively why the entrant should come to the Adobe MAX Conference, including the hashtags #GetMeToAdobeMAX and #Contest (collectively, the “Entry”). Entries may include text, a photograph, and/or video. Entrant must follow @adobe on Twitter and/or Instagram during

the Contest Period and for a period of thirty (30) days thereafter for prize notification purposes. Entrants are providing information to Sponsor and not to Instagram or Twitter.

There is a limit of two (2) Entries (one (1) for Twitter and one (1) for Instagram) per day during the Contest Period. An entrant cannot submit the same text, photograph, and/or video more than once per social media platform for an Entry into the Contest.

If an entrant participates on Instagram, he/she must have an Instagram account. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires entrant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operates its services, Entries from Instagram users with "protected" accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received.

If an entrant participates on Twitter, he/she must have a Twitter account. Entrants may create a Twitter account at no cost by logging on to <http://twitter.com>. Use of Twitter will be subject to that service provider's privacy policy and terms of use. The Twitter privacy policy and terms of use are available at: <https://twitter.com/privacy/> and <https://twitter.com/tos/>. Due to the way Twitter operates its services; all relevant Tweets must be public in order for an Entry to be eligible.

By submitting an Entry, each entrant agrees that his/her Entry complies with these Official Rules, including the Entry Guidelines and Requirements set forth in Section 4 of these Official Rules. Each entrant also agrees that Sponsor or Administrator may disqualify the entrant from the Contest if Sponsor or Administrator believes, in their sole and absolute discretion, that an Entry fails to comply with these Official Rules. If Sponsor or Administrator rejects any Entry, such Entry will not appear in the gallery, will be disqualified and will not be considered a valid Entry.

By submitting an Entry, entrant hereby grants permission for the Entry to be posted on the Sponsor's website at www.adobe.com (the "Website") or other website for public view during the Contest and after the end of the Contest has ended and such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. Further, entrant hereby understands and agrees that, at Sponsor's sole discretion, his/her Entry may be posted to the Website, Sponsor's Twitter account, Sponsor's Instagram account, or other social media sites associated with the Sponsor.

If an entrant enters the Contest on his/her mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

In the event a dispute regarding the identity of the individual who actually submitted a Entry cannot be resolved to Sponsor's satisfaction, the affected Entry may be disqualified. The Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing or transmission of the Entries in the Contest. The Contest Entities assume no responsibility

or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of Submissions.

4. ENTRY GUIDELINES AND REQUIREMENTS: Each Entry:

- A.** Must be in English;
- B.** Photos/videos must comply with Twitter's or Instagram's posting requirements depending upon the platform on which the photograph/video is posted;
- C.** Must contain the hashtags #GetMeToAdobeMAX and #Contest;
- D.** Must be entirely the original work of the entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, submissions that belong to others, Entries of other people, quotes from other people, or parodies of other people);
- E.** Must not have been submitted previously in a promotion of any kind;
- F.** Must have all appropriate clearances, permissions and releases, including approval from any persons appearing in the Entry and the entrant must be able to provide express written consent of every such person appearing in the Entry to Sponsor and/or Administrator if requested; Must not have any minor's appear in the Entry (if entrant cannot, upon request, provide written proof of any of the foregoing, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Entry, or seek to secure the releases and clearances for Sponsor's benefit, or allow the applicable Entry to remain in Contest).
- G.** Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Contest;
- H.** Must not include personally identifiable information;
- I.** Must not use of any logos, brand names or trademarks, or any other material owned or controlled by third parties other than Sponsor's IP, which Sponsor has granted entrant a limited license to use for purposes of this Contest as set forth in Section 5 of these Official Rules. Sponsor reserves the right to disqualify any Entry, if Sponsor believes, in its sole and absolute discretion, that there is any inappropriate use of Sponsor's logo, brand name, or trademark;
- J.** Must comply with all other Entry Guidelines and Requirements and provisions of these Official Rules;
- K.** Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- L.** Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - i.** any cruelty to, or mistreatment in any way of animals;
 - ii.** gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - iii.** the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
 - iv.** the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- M.** Must not contain any viruses, spyware, malware, or other malicious components that

- are designed to harm the functionality of a computer in any way;
- N. Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
 - O. Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

NOTE: If any Entry fails to comply with any of these Entry Guidelines and Requirements or any other provisions of these Official Rules, Sponsor reserves the right, in its sole discretion, to disqualify the entrant and the Entry will not be eligible to win.

Any entrant who incorporates any intellectual property or material owned by a third party into his or her Entry does so at his or her own risk. Without in any way limiting, expanding or amending the Terms of Use policy residing on www.adobe.com/legal/terms.html which Terms of Use policy shall remain in full force and effect, if Sponsor is duly notified that any element of an entrant's Entry infringes upon the rights of another person and/or receives a legally valid request to remove the affected Entry from the Website because of such infringement, such Entry may be removed from the Website and/or disqualified from the Contest, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, that such entrant's Entry has been or can be sufficiently cleared for legal purposes.

- 5. SPONSOR'S IP AND GENERAL ENTRY TERMS:** By entering this Contest, each Entrant acknowledges and agrees that Sponsor grants entrants a limited, revocable, non-sublicensable, non-exclusive license to use Sponsor's name, product, trademarks and logos provided in connection with this Contest (collectively, "Sponsor's IP") for the sole purpose of participating in this Contest. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making an Entry in this Contest, and that any use of Sponsor's IP (whether in the Entry or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Each entrant retains ownership of his/her Entry. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest hereby grants to Sponsor and its affiliated companies and designated agents, successors and assigns a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right (a) to post and to make, have made, use, copy, reproduce, modify, create derivative works of, exploit and otherwise use the Entry (and his or her Likeness therein) and any materials provided by the entrant with the entrant's Entry or otherwise through the Contest ("Contest Materials"), (b) to publicly perform or display, import, broadcast or transmit, stream, distribute (directly and indirectly) license, offer to sell and sell, rent, lease, or lend copies of the Contest Materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties;

throughout the universe, in perpetuity, for any reason whatsoever, including but not limited to advertising, marketing, publicity, promotion and exploitation of the Contest, without further notice to, consent by, or payment to entrant. This license expressly includes a right (but not the obligation) for Sponsor to modify, edit, composite, morph, scan, duplicate or otherwise alter Entries for any purpose Sponsor deems necessary or desirable, including but not limited to removing any third party intellectual property, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor shall have the right to freely assign its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Entry even if the Entry is disqualified or fails to comply with these Official Rules.

Additionally, by participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in and/or winner of the Contest, each entrant irrevocably grants the Contest Entities and their respective successors, assigns and licensees the right to use such entrant's name, statements, photographs, videos, voice recordings, biological information, likeness, and other personal characteristics (collectively, such entrant's "Likeness"), as well as the Likeness of any other person appearing in the Contest Materials, in any and all media in connection with the Contest, and the advertising and promotion thereof, and each entrant and/or winner hereby releases the Contest Entities from any liability with respect thereto..

EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZES STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH ENTRY BY SPONSOR. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry.

6. **JUDGING:** During each Judging Period, Entries will be judged by qualified judges selected by Sponsor in its sole discretion ("Judges"). The Judges will score Entries according to the following weighted criteria: (i) Creativity: 34%; and (ii) Relevance to Theme: 33%; (iii) Originality 33% ("Judging Criteria"). All of these factors determine the Entry's overall "Judges' Score". The two (2) Entries from Entry Period 1, the one (1) Entry from Entry Period 2, and the one (1) Entry from Entry Period 3 with the highest overall Judges' Scores will each be named a winner, subject to verification of eligibility and compliance with these Official Rules. In the event of any ties, the highest score in criteria (ii) "Relevance to Theme" will be used to break any ties. If there is still a tie, the tied entries will be re-judged to determine the winner. If a winner is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Entry with the next-highest Judge's Score will be named the potential winner. Administrator's, Judge's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the winner, and are not subject to appeal.

7. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

- A. **Prizes (4 total, 2 from Entry Period 1, 1 from Entry Period 2, and 1 from Entry Period 3):** Each prize consists of two (2) trips for the winner only: (i) a two (2) day/one (1) night trip for the winner to visit the Adobe offices in New York, New York from September 19, 2018 to September 20, 2018 ("New York Trip"), and (ii) a four (4) day/three (3) night trip for the winner to MAX Conference in Los Angeles, California October 14, 2018 to October 17, 2018 ("MAX Trip"). New York Trip includes coach

class round trip airfare from a commercial airport near winner's residence (selected by Sponsor in its sole discretion) and a New York, New York area airport (selected by Sponsor in its sole discretion), one (1) night standard hotel accommodation (single room, single occupancy) at a hotel determined by Sponsor in its sole discretion, ground transportation while in New York, New York between airport and hotel, and hotel and Adobe offices, and \$100 awarded in the form of a check made payable to winner that may be used for travel incidentals. MAX Trip includes coach class round trip airfare from a commercial airport near winner's residence (selected by Sponsor in its sole discretion) and Los Angeles International Airport ("LAX"), three (3) nights standard hotel accommodation (single room, single occupancy) at a hotel selected by Sponsor in its sole discretion, full conference pass to MAX Conference October 15, 2018 – October 17, 2018, and ground transportation while in Los Angeles, California between airport and hotel, and hotel and MAX Conference. The ARV of each prize is \$12,950. The actual value of each trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. Four (4) prizes will be available in the Contest.

In the event the winner is under the age of majority in his or her state of residence (a "minor") such winner's parent or legal guardian must provide written permission for the minor winner to participate in the Prize, in a form and substance determined by Sponsor in its sole discretion. In the event a winner's residence is close enough to the location of the New York Trip or MAX Trip such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the applicable prize will not include air transportation from such winner's residence and no other substitution or compensation will be provided in lieu thereof. Travel must be taken on the dates specified by Sponsor or prize will be forfeited. The dates of departure and return are subject to change at Sponsor's sole discretion. Each winner is responsible for having valid travel documents including government identification and/or passports. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. Other travel restrictions and blackout dates may apply. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. The ARV for travel prizes may vary depending upon points of departure and destination and fare fluctuations. Sponsor reserves the right to structure travel routes and select hotels in its sole discretion. The ARV for travel prizes is an estimate made before the Contest begins. Winners will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for any travel prize begins and ends at the point of departure. No interest will be awarded on cash prizes.

Each winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Each winner hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Room taxes and other hotel fees are not included and if applicable may be payable at the time of check-out by the winner. Each winner will be required to provide a major credit card upon each hotel check-in, and all in-room charges will be charged to the credit card. Any damage to any room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of a prize is canceled,

postponed or becomes unavailable for any reason. Should any event, element or detail of a prize become unavailable, the Sponsor shall have no obligation to a winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail.

The prize restrictions/conditions stated herein are not all-inclusive and the prizes described above may be subject to additional restrictions/conditions, which may be stated in the Prize Claim Documents (as defined below) and/or other travel documents. In the event the a winner engages in behavior that, as determined by Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner home with no further compensation.

B. General Prize Restrictions and Limitations: In no event will more than the stated number of prizes be awarded. Only the type and quantity of prizes described in these Official Rules will be awarded. No cash alternative, prize substitution or exchange will be allowed, except by Sponsor, who reserves the right in its sole discretion to substitute a prize of equal or greater value in case of unavailability of a prize, in whole or in part, for any reason or force majeure. Prizes will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. The actual prize may vary. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion.

8. HOW TO CLAIM A PRIZE: Potential winners will be notified via Direct Message on Twitter if a winning Entry was posted on Twitter or via a posting next to a winning Entry on Instagram if the winning Entry was posted on Instagram (the "Notification") within two (2) business days from the end of a Judging Period. Sponsor shall have no liability for any Notification that is lost, intercepted or not received by the potential winner for any reason. Each potential winner must then respond to the Notification within twenty-four (24) hours and provide his/her complete first and last name (no initials), street address (no PO Boxes), city, state, ZIP Code, valid e-mail address, and date of birth. If any potential winner does not respond within twenty-four (24) hours, or if the Notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected.

Each potential winner (or, if the potential winner is a minor, their parent or legal guardian) will be required to execute an Affidavit of Eligibility, a Liability Release and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within forty-eight (48) hours from the time that the e-mail containing the documents is sent to the winner. If a potential winner (or their parent or legal guardian) fails or refuses to sign and return all Prize Claim Documents within the forty-eight (48) hour time period, the potential winner may be disqualified, at the Sponsor's sole discretion, and an alternate winner may be selected. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes, and the reporting consequences thereof, and for any other fees or costs associated with any prize won. If required by law, Sponsor reserves the right to withhold and remit to the appropriate taxing authorities the amount of any tax or taxes due. With respect to non-cash prizes, it may be legally necessary under the United States Internal Revenue

Code (as determined by Sponsor in its sole discretion) for the prize winner to pay the amount of any tax before receiving the prize. Sponsor will issue an IRS Form 1099-MISC for all winners.

If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize or, if Sponsor or its authorized designee is unable to contact the potential winner, or a prize is returned undeliverable, the prize may be forfeited, and in the Sponsor's sole discretion, the forfeited prize may be, time permitting, awarded to the entrant with the Entry that received the next-highest Judge's Score, as determined by Sponsor in its sole and absolute discretion.

Each potential winner may be required to furnish proof of identification. Sponsor is not responsible for any winner's privacy or spam filter settings which may divert any Contest message or e-mail, including any notification, to a spam or junk folder. The prizes will only be awarded to verified winners. Contest Entities shall not be held responsible for any delays in awarding a prize for any reason. Upon verification of eligibility, each winner will be contacted by Sponsor's designee to arrange travel booking.

- 9. LIMITATION OF LIABILITY:** By participating in this Contest, entrants (and any minor entrant's parent or legal guardian) agree that the Contest Entities, Twitter, Instagram, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize. The Released Parties shall not be responsible or liable for Entries that are entered by any automated computer, program, mechanism or device, for any Entries in excess of the stated limit or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Entries may, in Sponsor's sole discretion, be disqualified. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted.

If, for any reason, an Entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Entry in the Contest, the

entrant's sole remedy is to enter the Contest again to receive another Entry. If, for any reason determined by Sponsor in its sole discretion, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winner in a manner it deems fair and reasonable including the selection of the winner from among eligible Entries received prior to such cancellation, termination, modification or suspension.

In the event an insufficient number of eligible Entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor will (if possible) select the winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

By entering the Contest, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the entrant's Entries, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize, (e) any change in a prize due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any Force Majeure event any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Contest, any other Contest-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors

or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (p) the negligence or willful misconduct by entrant.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

10. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each Entrant (and any minor entrant's parent or legal guardian) represents and warrants as follows: (i) the Entry does not contain any computer virus (as applicable) and is otherwise uncorrupted, (ii) the Entry is not the subject of any actual or threatened litigation or claim; (iii) the Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; (iv) that such entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules; and (v) the Entry does not and will not violate any applicable laws. Each entrant (and any minor entrant's parent or legal guardian) hereby agrees to indemnify and hold the Contest Entities harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations, covenants, obligations or agreements of entrant hereunder.

11. DISPUTES: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA AND THE INTERNAL LAWS OF THE STATE OF MICHIGAN WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

12. ARBITRATION PROVISION: By participating in this Contest, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("**FAA**"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Oakland, Michigan; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these

Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply Michigan law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive, exemplary, special, incidental, indirect or consequential damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$125 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com

13. PRIVACY POLICY: Sponsor's privacy policy is available at <https://www.adobe.com/privacy/policy.html>.

14. PUBLICITY RIGHTS: By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her Likeness other information and content provided in connection with the Contest for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

15. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF: Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary or other special relationship, and that the entrant's decision to provide the entrant's Entry to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Entry. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to the Entry and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Entry

or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

- 16. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Entry, or to otherwise exploit any Entry or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Entry for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
- 17. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.
- 18. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.
- 19. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that a entrant has registered, entered, or attempted to register or enter the Contest using multiple e-mail addresses, identities, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that Entrant will be ineligible to participate or win a prize. In the event of a dispute as to the identity of a Winner, the winning Entry will be declared made by the authorized account holder of the e-mail address associated with the e-mail address used to submit the Entry. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or

enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Entries and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail, govern and control.

20. WINNERS LIST: To obtain any legally required list of winners, mail a self-addressed, stamped business-sized envelope to #GetMeToMax Elevator Pitch Contest – Winners List, P.O. Box 251328, West Bloomfield, MI 48325. All such requests must be received within six (6) weeks after the end of the Contest Period. These Official Rules will be posted on the Website during the Contest Period.

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