

Dribbble Playoff Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Dribbble Playoff ("Promotion") begins at 8:00:00 AM Pacific Time ("PT") on April 8, 2019 and ends at 11:59:59 PM PT on April 19, 2019 ("Promotion Period"). The promotion contains a contest of skill ("Contest"). *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

1. **ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older at the time of Promotion registration. Also eligible are legal residents of Canada (excluding Quebec) and the United Kingdom who have reached the majority age (i.e., legally adult) under applicable law in their locale at the time of Promotion registration. Employees, officers and directors of Adobe, (the "Sponsor") Dribbble (the "Administrator"), and any of its subsidiaries and affiliates, Dribbble Adobe, (the Sponsor), Realtime Media LLC (the "Administrators"), their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. **TIMING:** The Promotion will consist of three (3) phases, as detailed below:
 - **Contest Entry Period:** Begins at or about 8:00:00 AM PT on April 8, 2019 and ends at 11:59:59 PM PT on April 19, 2019

 - **Judging Period:** Begins at or about 12:00:00 AM PT on April 20, 2019 and ends at 11:59:59 PM ET on April 24, 2019

 - **Winner Announcement:** The Grand Prize Winner (as defined below) will be announced on or about April 25, 2019

3. **HOW TO PARTICIPATE:** Participants must have a valid Dribbble account ("Account") in order to participate in the Promotion. Accounts can be created for free at <https://dribbble.com> (the "Website"). On the Website, log in to your Account and access the design that has been posted by the Sponsor for this Promotion (a "Shot"). To participate in the Promotion, submit a design in reply to the Shot by clicking on the "Rebound" button (a "Rebound") and upload your design. Upon completion of your Rebound, you will earn one (1) entry into the Contest (a "Contest Entry" or "Entry") and your Entry will be posted on the Website for the public to view. All Entries must adhere to the Requirements of Contest Entries found below to be valid. **Limit of one (1) Entry per person, per email address, throughout the Contest Entry Period.**

REQUIREMENTS OF CONTEST ENTRIES: Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;

- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted contest entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than the you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

- 4. OWNERSHIP OF ENTRIES:** The ownership of your Entry remains with you and is not transferred to the Promotion Parties. By submitting an Entry, you agree to be bound by these Official Rules and grant the Promotion Parties an exclusive, fully paid-up and royalty-free, license to publicly display your Entry on <https://dribbble.com> and in any media formats through any media channels. You agree that this consent is perpetual and cannot be revoked. You agree that Promotion Parties are not responsible for any unauthorized use of your Entry by third parties.

By submitting an Entry, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. Your Entry must not include the property of third parties or contain elements not owned by you.

- 5. JUDGING:** Judging for the Contest begins at 12:00:00 AM PT on April 20, 2019 and ends at 11:59:59 PM PT on April 24, 2019. The judging panel, selected by the Sponsor, will score each Entry up to the maximum of one hundred (100) of points allowed. Judging will be based on the following criteria:
- Design Direction (50%)
 - Creativity (50%)

The Entry with the highest score from the Judges will be deemed the potential Contest Grand Prize Winner. In the event of a tie, an additional "tie-breaking" a judge will be brought in to evaluate the tied entries, based on the Judging Criteria above. Sponsor reserves the right not to award all prizes or to choose fewer than one (1) if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

- 6. WINNER NOTIFICATION:** The potential Contest Grand Prize Winner will be notified via email within three (3) day of winner selection or as soon as reasonably practicable. The potential Contest Grand Prize Winner will also sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within three (3) business days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. All prizes will be fulfilled in approximately six (6) to eight (8) weeks after the Promotion has ended. If the

potential winning entrant of any Contest prize cannot be contacted; is ineligible; fails to claim the prize; if the Prize Notification is returned undeliverable; or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize will be awarded to an alternate potential winner. The Contest Grand Prize Winner will be announced on or about April 25, 2019.

7. **PRIZE/PRIZE RESTRICTIONS:** One (1) Contest Grand Prize will be awarded during the Promotion.

CONTEST GRAND PRIZE (1): One (1) Contest Grand Prize will be awarded. The Contest Grand Prize winner will receive:

- One (1) 13" Macbook and 1 year of Creative Cloud.

The Approximate Retail Value ("ARV") of the Contest Grand Prize is 1299 +719.88 + tax

PRIZE RESTRICTIONS: Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

8. **MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law.

9. **RELEASE:** As a condition of entering the Promotion, you agree that (1) you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. By entering the promotion, you agree to release, discharge and hold harmless Promotion Parties and the respective officers, directors, and agents of each, from any and all liability for any injury, loss, or damage of any kind to persons, including death, and property, whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of prizes. -You waive all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

10. **DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors

and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 6.

CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.

- 11. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the state of [INSERT SPONSOR'S STATE], without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of [INSERT SPONSOR'S STATE] or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of [INSERT SPONSOR'S STATE]. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the state of [INSERT SPONSOR'S STATE]. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 12. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://dribbble.com/privacy>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 13. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize winner by the Administrator if they are a resident of the United States.

14. WINNERS LIST: To receive the winner list, send a #10 self-addressed stamped envelope for receipt by April 30, 2019 to: Dribbble Playoff Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Adobe Inc. 345 Park Ave, San Jose, CA 95110

ADMINISTRATORS: Dribbble, 101-524 Yates Street Victoria BC Canada V8W 1K8
Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428