ADOBE MOVIE POSTER MOVIE CONTEST  
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN.  
A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN ONLY TO ELIGIBLE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AND WHO ARE ENROLLED AS A STUDENT IN GOOD STANDING AT A HIGHER EDUCATION INSTITUTION (COLLEGE OR GRADUATE SCHOOL) AND TAKING AT LEAST TWELVE (12) CREDITS OR UNITS AT THE TIME OF ENTRY.

The Adobe Movie Poster Movie Contest (“Contest”) is sponsored by Adobe Inc. (“Sponsor”), 345 Park Ave., San Jose, CA 95110 and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

1. CONTEST PERIOD: The Contest starts on November 5, 2018 at 12:00 PM Pacific Time (“PT”) and ends on November 30, 2018 at 11:59:59 PM PT (“Contest Period”). Entries must be submitted during the Contest Period. Judging will take place on or around December 3, 2018 through December 21, 2018. Winners will be contacted on or around December 26, 2018. Administrator’s computer is the official Contest clock.

2. ELIGIBILITY: This Contest is offered only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years or older at the time of entry and who are enrolled as a student in good standing at a higher education institution (college or graduate school) and taking at least twelve (12) credits or units at the time of entry. Employees of Sponsor, Administrator, Sponsor’s promotional partners, and any of their parent and affiliate companies and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

3. HOW TO ENTER THE CONTEST: There are two (2) ways to enter the Contest as outlined below for all eligible entrants:

   A. Twitter: During the Contest Period, an eligible entrant can follow the steps below to receive one (1) entry into the Contest (“Entry”) via Twitter:
      i. Create a unique movie poster based on an original idea using Adobe Creative Cloud apps (A free trial of Adobe Creative Cloud can be downloaded at https://www.adobe.com/creativecloud/catalog/desktop.html or use Spark for free at spark.adobe.com);
      ii. Sign into his/her Twitter account;
      iii. Become a follower of @AdobeStudents (if not already following @AdobeStudents); and
iv. Compose a new Tweet of his/her movie poster, including the hashtags "#MoviePosterMovie and #Contest". Tweet must be public to be eligible. Following a valid Twitter post that complies with all of the components in these Official Rules, an entrant will receive one (1) Entry into the Contest.

If an entrant does not have a non-private Twitter account, he/she can create one at no cost by visiting www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (https://twitter.com/tos/) and Privacy Policy (https://twitter.com/privacy) (if entering using Twitter) in order to participate in the Contest. This Contest is in no way sponsored, endorsed or administered by, or associated with Twitter.

B. Instagram: During the Contest Period, an eligible entrant can follow the steps below to receive one (1) Entry via Instagram:

i. Create a unique movie poster based on an original idea using Adobe Creative Cloud apps (A free trial of Adobe Creative Cloud can be downloaded at https://www.adobe.com/creativecloud/catalog/desktop.html or use Spark for free at spark.adobe.com;
ii. Sign into his/her Instagram account;
iii. Become a follower of @AdobeStudents on Instagram (if not already following @AdobeStudents). There is no charge to sign up for Instagram or to follow @AdobeStudents; and
iv. Compose a new Instagram post that includes his/her movie poster, including the hashtags"#MoviePosterMovie and #Contest". Instagram post must be public to be eligible. Following a valid Instagram post that complies with all of the components in these Official Rules, an entrant will receive one (1) entry into the Contest.

Entrants may create an Instagram account at no cost by logging on to http://instagram.com. Creation of an Instagram account requires a contestant 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 operate its services, entries from users with protected or private 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. This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram.

By entering the Contest and using the hashtags “#MoviePosterMovie and #Contest”, the entrant hereby agrees to be bound by these Official Rules. An entrant must have a non-private Twitter and Instagram account to enter the Contest and must be a follower of @AdobeStudents on the platform used for entry until January 21, 2019 for winner notification purposes to be eligible to win/claim a prize.

If an entrant enters from his/her wireless phone, the entrant’s wireless service provider may charge the entrant. Entrants should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply.
Entry Requirements: All Entries must comply with the following restrictions:

- Entry must be an original work;
- Entries must include the hashtags “#MoviePosterMovie and #Contest”
- Entry must be in English, except for commonly understood foreign words;
- Entry cannot have been published previously by any party other than the entrant;
- Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Sponsor’s;
- Entry cannot contain infringe on the intellectual property rights of third parties;
- Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Entries must not include any personally identifiable information (e-mail address, telephone number, etc.) other than Twitter or Instagram username and name of entrant;
- Entries 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:
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Entry must not communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate.

NOTE: If any Entry fails to comply with any of these Entry Requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

Any entrant who incorporates any intellectual property owned by a third party into his/her Entry does so at his/her own risk. Without in any way limiting, expanding or amending the terms and conditions residing on the any Contest-related website, which terms and conditions 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 any Contest-related website because of such infringement, such Entry may be 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 and such entrant eligibility is verified. Each person who enters this Contest represents and warrants as follows: (i) the Entry is the
entrant's own original, previously unpublished, and previously unproduced work; (ii) the Entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, 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; and (iv) the Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each entrant 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 or agreements of entrant hereunder.

By submitting an Entry, entrant hereby grants permission for the Entry, including the entrant’s Twitter and/or Instagram handle and public profile information, to be publicly posted, at Sponsor’s sole discretion. Submitting an Entry entrant grants Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use and display the Entry in whole or in part, including entrants social media handle(s) and public profile information, for promotional or marketing purposes. The Contest Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries – all of which will be void. Sponsor reserves the right to disqualify any entrant and/or Entry in its sole and absolute discretion.

Limit: There is a limit of one (1) unique Entry per person per platform during the Contest Period, for a maximum of two (2) Entries total. If more than one (1) Entry is received from the same person and/or Twitter/Instagram account during the Contest Period, only the first Entry received may be considered valid. An entrant who attempts to enter more than the stated limit may be subject to disqualification from the Contest. If it is discovered or suspected that a person has attempted to enter or receive Entries using multiple Twitter or Instagram accounts or identities, all of that person's Entries may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited, at the Sponsor’s sole and absolute discretion.

4. CONTEST JUDGING AND WINNER SELECTION: All eligible Entries received during the Contest Period will be judged by a panel of qualified judges (“Judges”). The Judges will score the Entries according to the following weighted criteria: (i) Concept: 25%; (ii) Execution: 25%; (iii) Originality: 25%; and (iv) Looks like a movie poster: 25% (“Judging Criteria”). The entrant whose Entry receives the highest scores will be the potential grand prize winner. In the event of any ties, the Entry with the highest score in “Concept” will prevail. In the event there are still any ties, the tied Entries will be judged again and the Entry with the highest overall score will prevail.

The remaining Entries will be separated into four (4) categories (each a “Category”). The Categories include Design, Photography, Illustration, and Use of a Template. The Entries will be judged a second time by the Judges who will score the remaining Entries according to the weighted criteria for each respective Category (“Category Judging Criteria”). The Category Judging Criteria is as follows:

Design: (i) Composition: 25%; (ii) Typography: 25%; (iii) Colors: 25%; and (iv) Use of software: 25%. The entrant whose Entry receives the highest scores will be the potential first prize winner for “Best Design.” In the event of a tie, the Entry with the highest score in
“Composition” will prevail. In the event there are still any ties, the tied Entries will be judged again and the Entry with the highest overall score will prevail.

Photography: (i) Concept: 33; (ii) Composition: 34%; and (iii) Use of software: 33%. The entrant whose Entry receives the highest scores will be the potential first prize winner for “Best Photography.” In the event of a tie, the Entry with the highest score in “Composition” will prevail. In the event there are still any ties, the tied Entries will be judged again and the Entry with the highest overall score will prevail.

Illustration: (i) Concept: 33; (ii) Originality: 34%; and (iii) Use of Software: 33%. The entrant whose Entry receives the highest scores will be the potential first prize winner for “Best Illustration.” In the event of a tie, the Entry with the highest score in “Originality” will prevail. In the event there are still any ties, the tied Entries will be judged again and the Entry with the highest overall score will prevail.

Use of a Template: (i) Taking template to the next level: 50%; and (ii) Use of software: 50%. The entrant whose Entry receives the highest scores will be the potential first prize winner for “Best Use of a Template.” In the event of a tie, the Entry with the highest score in “Taking template to the next level” will prevail. In the event there are still any ties, the tied Entries will be judged again and the Entry with the highest overall score will prevail.

All winners are potential winners pending verification of eligibility and compliance with the Official Rules. If any potential 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 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 winners. In no event will there be more than five (5) winners.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”):

A. Grand Prize (1): The grand prize winner will have his/her movie poster Entry be made into a short film, and will receive a trip to Los Angeles, California to watch some of the filming of the short film, a Macbook Pro, and a one (1) year subscription to Creative Cloud (“Grand Prize”). The trip includes round-trip coach class air transportation from a major commercial airport near winner’s residence to Los Angeles, California for the winner only, two (2) nights hotel standard accommodations (single room/single occupancy) at a hotel determined by Sponsor in its sole discretion, a visit to the film set where Grand Prize winner’s movie poster Entry will be filmed, participation in a “behind the scenes” video, the opportunity to participate in an interview with the director, transportation to/from airport and hotel, and a check for $250. Winner must travel on dates determined by Sponsor or the Grand Prize will be forfeited. The actual value of the 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 Grand Prize will not be awarded. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner is responsible for having valid travel documents including government identification and/or passports. 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 Grand Prize. Travel must be booked at least fourteen (14) days in advance. 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. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail. The Approximate retail value (“ARV”) of the Grand Prize is $4,468.88. Only one (1) Grand Prize will be available in the Contest.

The writer and director of the short film based on the Grand Prize Entry will be determined by Sponsor in its sole discretion. The director will have final approval and final cut of the short film. The director will have customary approval rights over creative elements during production and post-production. The director will solely own the completed short film and any and all ancillary materials including but not limited to the winning poster Entry, screenplay and teasers.

The Grand Prize winner agrees that the winning poster Entry shall be owned exclusively and entirely by Zach Braff and the Grand Prize winner hereby assigns to Zach Braff all right, title and interest in and to the winning poster Entry. To be clear, and without limiting the generality of the foregoing, Zach Braff’s rights to the winning poster Entry shall include, but not be limited to, the exclusive right to use and otherwise exploit the winning poster Entry in any manner and in any media, whether now known or hereafter devised, throughout the world in perpetuity and shall include the right to alter, digitize, distribute, reproduce, and copyright any or all of the winning poster Entry without compensation or notification to, or permission from, the Grand Prize winner.

The Grand Prize winner understands and agrees that she or he shall have no right to use the winning poster Entry for any public purpose whatsoever.

Without limiting any other rights set forth in these Official Rules, Sponsor has the right to use the winning poster Entry and the Grand Prize Winner’s name and social media handle(s) in promotional, marketing and advertising materials for the eight (8) month period following delivery of the Short Film.

B. First Prizes (4): Each first prize winner will receive a Macbook Pro and a one (1) year subscription to Creative Cloud (“First Prize”). The ARV of each First Prize is $2,218.88. Only four (4) First Prizes will be available in the Contest.

C. Total ARV of All Prizes: The total ARV of all Prizes is: $13,344.40.

D. General: Prizes will not be redeemed or exchanged for cash, except where required by law. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes by re-judging according to the Judging Criteria in Section 5. Limit of one (1) prize per person. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize. Apple is not a
6. **HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by Sponsor by Direct Message at the Twitter or Instagram account used to enter after the judging is complete with instructions on how to claim his/her prize. Potential winners must respond to the Direct Message within seven (7) days. The potential Grand Prize winner may be subject to a background check before the Grand Prize is awarded. Sponsor reserves the right to disqualify the potential Grand Prize winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Grand Prize to any such individual might reflect negatively on the Sponsor. All winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited), a copy of his/her class schedule showing at least twelve (12) currently enrolled credits or units and a valid student ID, and any other requested documents within three (3) days from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor’s sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of winner’s right to claim a prize, and may result in the prize being awarded to an alternate winner, if time permits. Upon verification of eligibility, the winners will be contacted regarding arrangements for his/her prize. The Contest Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, or if a potential winner does not answer the initial notification, the prize may be forfeited. If a prize is forfeited for any reason, an alternate potential winner may be selected as set forth in Section 5 from all remaining non-winning Entries received during the Contest Period. If a prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Prizes are not transferable and include only the items specifically listed as part of each prize. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC for all winners. Approximate retail values are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner’s responsibility. Each prize will only be awarded to a verified winner. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize will not be re-awarded.

7. **LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information;
(vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Contest; (vii) any injury or damage, whether personal or property (including any injury related to dancing or creating the entry), to entrants or to any person's computer related to or resulting from participating in the Contest and/or accepting or using a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Contest Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including Entry requirements; (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 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) 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 (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a “Force Majeure” event or occurrence), Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible Entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible Entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at moviepostermovie.prizelogic.com.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED
WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR CONTEST ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE CONTEST, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.


10. PUBLICITY RIGHTS: By participating in the Contest and/or accepting a prize, each entrant agrees to allow Sponsor and Sponsor’s designee the perpetual right to use his/her name, biographical information, photos, likeness and performance, voice recording, video images and all related footage, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television, radio, and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. RELEASE: By participating in the Contest, each entrant releases and agrees to indemnify and hold harmless Contest Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Contest, creation of an entry, acceptance or usage of a prize, or arising out of participation in any Contest or prize related activity, whether hosted by Sponsor or a third party.

12. MISCELLANEOUS: This Contest is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her
prize. Sponsor reserves 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 the 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.

In the event of a dispute as to the identity of an entrant, the Entry will be declared made by the primary account holder of the e-mail account associated with the Twitter and/or Instagram account used to enter the Contest. Potential winners may be required to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. 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 or any prize documents will not affect the validity or enforceability of any other provision. 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 the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

13. WINNERS LIST: To obtain a list of Winners, send a properly stamped self-addressed business sized envelope to: Adobe Movie Poster Movie Contest – Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by February 21, 2019.

Twitter is a registered trademark of Twitter, Inc. All rights reserved.

Instagram is a registered trademark of Instagram, LLC. All rights reserved.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram.

Copyright © 2018 Adobe Inc. All rights reserved.