

# Adobe Express Manifesto Competition

## Terms and Conditions

### Eligibility

The 'Adobe Express Manifesto Competition' (the "Promotion") is open to all small business owners in the UK, run by Adobe Systems Europe Limited a company registered in England & Wales under company number SC101089 having its place of business at Adobe Systems Europe, Eq Accountants, 14 City Quay, Dundee, United Kingdom, DD1 3JA.

### Ineligible Participants

No one who is an employee or independent contractor, officer, or director of Adobe, or any of Adobe's agents, Adobe's Interns, representatives, advertising, promotion, publicity and fulfilment agencies, legal advisors, successors and assigns, and any other company or person that is involved with the production, design, execution, administration or distribution of this Promotion, is eligible to enter or win, nor is anyone who lives with (whether or not related), or who is an immediate family member of, any one of the Released Parties (i.e., parents, siblings, children and their respective spouses, regardless of where they reside).

### Participants

No purchase is necessary in order to enter the competition. There is no fee charged to enter into this competition providing that each Participant meets the following requirements:

- is a resident of the United Kingdom;
- is aged 18 years or older; and

Participation in the Promotion is subject to and implies acceptance of these terms and conditions. Adobe reserves the right to refuse participation in the Promotion to a Participant that has not complied with these terms and conditions, has tampered with the operation of the Promotion, or has engaged in any conduct that is detrimental or unfair to Adobe, the Promotion, or any other entrant.

### Opening/Closing Date & Time

The Promotion opens at 00:01 GMT on 17<sup>th</sup> September 2024 and closes at 23:59 GMT on 13<sup>th</sup> October 2024 (the "Promotion Period").

### Prize

In total, there will be one (1) winner and three (3) runners up selected.

The one (1) winner will receive a cash prize of £10,000 (ten thousand pounds), one (1) years premium subscription to Adobe Express and be invited to join Adobe's Express Collective.

The Express Collective is our hand-picked influencer program of Adobe Ambassadors who will be invited to attend an exclusive event with Steven Bartlett. The winner will have the option to participate in creating compensated content to support Adobe Express for a limited time. The exact details of this compensated opportunity will be agreed upon with Adobe at a later date, if the winner chooses to participate.

Should the winner wish to not participate in the Express Collective program, the invitation will be extended to the runners up.

The runners up will receive 1-years Adobe Express Premium Plan.  
Each Prize will be awarded in accordance with the Winner Selection Process outlined below.

Once the winner and runners up are announced, they will be put in contact with Adobe's third-party agency That Lot in order to start the process of joining the collective and redeem their Adobe Express Premium Plan.

The main Prize has an approximate value of £10,100 and the runner up prizes have a value of £100 each but may not be sold, transferred or substituted, except that may, at their discretion, substitute any Prize allocated with a prize of equal or greater value. Any unclaimed Prize remains the property of Adobe. Adobe are not responsible for any Prizes that are lost in transit.

All winning participants warrant to hold Adobe harmless against any claim, damage, shortfall in service or litigation related to the winning participants' use or enjoyment of the prize.

### **How to participate**

To participate in the Promotion, each Participant must, within the Promotion Period:

- Create their manifesto design using Adobe Express and to the required specifications outlined on the competition microsite (<https://www.adobe.com/express/uk/spotlight/stevenbartlett>)
- Submit their designs using the form on the microsite by the submission deadline *(23:59 GMT on 13<sup>th</sup> October 2024)*

Each winning Participant must provide a valid email address to be contacted on. All data will be held in strict compliance with all prevailing GDPR legislation.

Adobe will only accept entries that are completed and submitted in the format set out above. Incomplete entries will not be accepted. Only one entry per person. Duplicate entries are not permitted and will be disregarded.

All entries, and materials submitted to Adobe in connection with the Promotion (collectively, "Entry Materials"), along with all associated copyright and other proprietary rights, except as reserved by relevant third parties, will become the property of Adobe upon submission, and any Entry Materials will not be returned to any entrant.

### **Submission Guidelines**

All Submissions must conform to these guidelines in ("Submission Guidelines") and be in good taste and in keeping with Adobe's image, as determined by Adobe in its sole discretion. By submitting a Submission in this Promotion, each Participant warrants and represents that (1) he/she has the legal right and necessary permission(s) to do so (including permission from any associated Contributors), and (2) that his/her Submission (including all creative and other content comprising his/ her Submission) conforms to the following:

- A. Either (i) Participant is sole designer, creator, and owner of the Submission, including all visual and auditory components, or has used content available in the public domain or on Adobe Stock, and further warrants that the Submission does not contain information considered by Participant's place of business or any other third party to be confidential or prohibited or restricted for distribution or sharing in any way, or (ii) by providing a

Submission as a team of creators, the Participant (and all Contributors) warrant that they jointly designed, created, and own the visual and/or auditory Submission or have permission to use the Submission, and further warrant that the Submission does not contain information considered by Participants' place of business or any other third party to be confidential or prohibited or restricted for distribution or sharing in any way.

- B. If the name, likeness, or other indicia of persona of a person other than the Participant appears in an Submission, then by submitting the Submission, the Participant represents he/ she has permission from all recognizable persons (including all Contributors, or the parent or legal guardian of any minor child) featured in the Submission to use such person's name and/or likeness, and to grant the rights granted to Adobe in these Official Rules;
- C. Submissions must not contain content that is not in the public domain, not available on Adobe Stock and not created by the Participant and associated Contributors, if applicable, and must not infringe, violate, or use without permission the rights of any third party, including trade names, trademarks, logos, copyrights privacy or publicity rights, or other intellectual property rights;
- D. Submissions must be suitable for publication and viewing by all ages, and must not contain material that is indecent, immoral, obscene, tortious, defamatory, harassing, harmful, slanderous, libellous, disparaging, objectionable, or that promotes bigotry, racism, hatred, harm, or discrimination against any group, individual, or entity (as determined by Adobe its sole discretion), or any other material that is unlawful, or in violation of or contrary to the laws or regulations in the jurisdiction from where the Submission is sourced or submitted.

Proof of submitting the entry materials and/or parts of a Submission is not proof of delivery or receipt of that Submission by Adobe. Use of a false email account will disqualify a Submission. If there is a dispute regarding a Submission, or the identity of a Participant, the Submission at issue will be deemed to have been made by the natural person who is the authorised account holder assigned by an Internet access provider to the email address associated with the Submission, and that person must comply with these Official Rules. Participants may be required to show proof of being the authorised account holder.

By participating in the Promotion, each Participant accepts and agrees that Adobe, in its sole discretion, may disqualify any Participant who (whether in fact or by attempt) subverts, circumvents, or tampers with the entry process, or the lawful operation of this Promotion or the Site, or who Adobe finds to be acting in an unsportsmanlike, fraudulent, unfair, or disruptive manner, or in a manner otherwise in violation of these Official Rules.

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

By participating in the Promotion, each Participant passes all ownership and usage rights to Adobe . Use of the final designs and any associated images by the Participant or any other party will be strictly subject to the written permission, which will not be unreasonably withheld, of Adobe

### **Competition Timeline**

**Competition Open:** 00:01 GMT 17<sup>th</sup> September 2024

**Entry deadline:** 23:59 GMT on 13<sup>th</sup> October 2024

**Winner announced:** 09:00 GMT 18<sup>th</sup> October 2024

## **Winner Selection**

Small business owners are required to submit their designs via our microsite by *23:59 GMT on 13<sup>th</sup> October 2024*.

Once the designs are submitted, all submissions will be reviewed by Adobe representatives to create a shortlist of 10 (ten) manifesto designs and will be confirmed at Adobes sole and absolute discretion. Once this shortlist is finalised, 5 (five) manifesto designs will be presented to Steven Bartlett and an independent panel to select the winning entry.

Winner of the Prize will be notified via email no later than 5 days after the end of the Promotion Period. Prize winners will have 72 hours following contact to claim their Prize. Failure to claim their Prize within 72 hours may result in the Prize winner forfeiting the Prize entirely. Adobe will fulfil the Prize within 60 working days of receipt of the Prize winner claiming the Prize.

In the event of any dispute, the decision of Adobe, at their sole discretion, will be binding and incontestable.

By participating in Promotion, Participants consent to giving their details to Adobe for the purposes of contacting them in the event that they are winners and for the purposes of issuing the Prize.

By accepting a Prize, Participants consent to the use of their names, counties of residence, likeness or Prize information for promotional and other reasonable purposes by Adobe without further payment, except where prohibited by law. Winners may be required to participate in Adobe's reasonable marketing and promotional activities. By participating in the Promotion Participants consent to participate in such activities in the event that they are winners.

This process is final and no correspondence will be entered into. Non winners will not be notified.

## **Miscellaneous**

1. Adobe Systems Europe, (Attention: Adobe Express Manifesto Competition), **34-38 Market Street, Maidenhead, SL6 8AG, United Kingdom**. Adobe is the promoter of the Promotion.
2. Privacy Notice: All information submitted in connection with this Promotion will be treated in accordance with these terms and conditions, in full compliance with all prevailing GDPR legislation and Adobe's [Privacy Notice](#).
3. Waiver of Liability: Adobe will not be responsible or liable for: (i) any failure to receive entries due to transmission failures or other conditions beyond their reasonable control; (ii) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (iii) any disruptions, injuries, losses or damages caused by events beyond their reasonable control; or (iv) any printing or typographical errors in any materials associated with the Promotion.
4. General Release: By participating in the Promotion you release Adobe and their affiliated companies, directors, officers, employees, representatives and agencies, from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Promotion or with the acceptance, possession, or use of any Prize, except as prohibited by law.
5. Amendment: To the maximum extent permitted by applicable law, Adobe reserve the right to change these rules or cancel the Promotion at any time, in its sole discretion.
6. Copyright: The Promotion and all accompanying materials are copyright protected by Adobe and its affiliates. All rights reserved.
7. Governing law. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Promotion, or the rights and obligations of Adobe and the Participants, will be governed by, and construed in accordance with, the laws of England and Wales.