Adobe “When We All Fall Asleep” Contest
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. THE ADOBE “WHEN WE ALL FALL ASLEEP” CONTEST (THE “CONTEST” OR “PROMOTION”) IS RUN BY ADOBE INC, (THE “SPONSOR” OR “ADOBE”).

PLEASE NOTE THAT THIS IS NOT A PRIZE DRAW, IT IS A SKILLS CONTEST. THESE OFFICIAL RULES DO NOT CONSTITUTE A TENDER AND TENDER LAW REGULATIONS AND PRINCIPLES DO NOT APPLY.

CONTEST IS VOID AND NOT OPEN TO INDIVIDUALS WHEREVER PROHIBITED BY LAW. SEE BELOW FOR COMPLETE ELIGIBILITY DETAILS.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter. Any information provided is being provided to the Sponsor and not to Instagram or Twitter.

CONTEST DESCRIPTION:
Adobe and Billie Eilish invite you to create an image submission, using Adobe products, that showcases your dreams and what you see when you fall asleep.

ELIGIBILITY: Contest is open to legal residents of the United States, Canada (excluding Quebec), France, Spain, Belgium, Germany, Austria, Denmark, Ireland, UK, Australia, New Zealand, Japan, India, Indonesia, Malaysia, Philippines, South Korea, Singapore, Taiwan, Thailand , who are 13 years of age or older at time of entry, (except must be 14 years of age or older for individuals residing in Korea and Spain, 16 years of age or older for individuals from the Netherlands, and 18 years of age or older for individuals from the European Union). Eligibility Exclusions: The Contest is not open to residents of Quebec, Canada; Cuba; Iran; North Korea; Sudan, Syria and is void wherever prohibited by law. Employees of Adobe Incorporated (the “Sponsor”) or Billie Eilish, their respective parent companies, affiliates, subsidiaries, advertising agencies, The Outcast Agency, Interscope Records, a division of UMG Recordings, Inc., Marden-Kane, Inc., LASH Music, LLC, Eye Touring, LLC, and the immediate families (spouse, parents, children, siblings and their respective spouses) (collectively “Releasees”) and individuals living in the same household as such employees are not eligible to enter or win a prize. Contest is subject to all applicable federal, state, provincial, territory, and local laws. Void where prohibited or restricted by law.

Minors – Parents and Guardians: The parent or legal guardian of an Entrant under the legal age of majority in his/her jurisdiction of residence (as defined below): (a) will ensure that the Entrant in respect of whom they agree to these Official Rules will comply with these Official Rules and giving the consent contained herein. Parent or legal guardian of such Entrant must agree to indemnify the Released Parties (as defined below) for and against: (a) any claims made by them and their family against the Released Parties in connection with the Contest; and (b) any losses (including any liability) caused by any of your conduct which is inconsistent with these Official Rules.

CONTEST DATES AND TIMES: The Contest described in these Official Rules begins on April 5, 2019 at 12:00:00 a.m. Pacific Time (“PT”) and ends April 26, 2019 at 11:59:59 a.m. PT (“Contest Period” and/or Entry Submission Period). The Sponsors computer, or that of its designee, runs the official clock for the Contest and will solely determine the time by which an entry is received.

HOW TO ENTER:
Create a visual representation that shows what you see when you fall asleep with help from using tools by Adobe Creative Cloud. All entries must build upon and include one of the visuals provided in the asset kit. Share your work on Instagram or Twitter with hashtags #BILLIExADOBE and #contest and tag @AdobeStudents.

ENTRY REQUIREMENTS: To enter the Contest, you'll first need to become a registered user of www.Instagram.com or www.twitter.com, or log into your existing Instagram or Twitter account. If you do not have an account, go to www.Instagram.com or www.twitter.com to create one. Instagram and Twitter accounts are free. Data and usage rates
may apply to the download and use of the Instagram or Twitter applications. By submitting your information and creating an Instagram or Twitter account, you agree to the Instagram or Twitter Terms of Use and Privacy Notice. If you do not agree to such Terms of Use and Privacy Notice, you cannot create an Instagram or Twitter account, or participate in this Contest.

**Instagram and Twitter Entry Requirements:**
- Your Instagram or Twitter privacy options on your account settings must be set to "OFF".
- Post must include the required hashtags #BILLIExADOBE and #contest and you must tag @AdobeStudents

You can return your Instagram account to “private” any time after the winner announcement.

**LIMITATIONS:**
Only one entry per person, per platform for the duration of the promotion period.

**Important Information About Your Entry:**
- Entries received that are illegible or incomplete, will be disqualified.
- Entrant certifies that the submission is his/her original work, accurate to the Entrant’s work, and that he/she has all rights to the submission, that it has not been previously entered into another contest, published, released, or distributed; does not infringe on any third-party rights; and is suitable for the Contest.
- Sponsor is under no obligation to correspond with Entrant and Entries will not be acknowledged or returned.

By submitting an Entry, you agree that your Entry (1) conforms to the Terms of Use/Guidelines and Content Restrictions of Instagram or Twitter; (2) conforms to the Guidelines and Content Restrictions below; and (3) Sponsor and/or Administrator, in its sole discretion, and without notice, may disqualify your Entry from the Contest if it determines that your Entry fails to conform to the Guidelines and Content Restrictions or otherwise with the terms of these Official Rules.

**Guidelines and Content Restrictions:**
- Entry must not contain material that violates or infringes another’s rights, including but not limited to privacy, publicity, copyright, trademark or other intellectual property rights;
- Entry must not disparage or embarrass Sponsor, Releasees, or any other person or party affiliated with the promotion and administration of this Contest or disparage Billie Eilish or any organization associated with her;
- Entry must not feature brand names or trademarks of others except the Sponsors products, images, brand names, or likenesses in Entry solely for the purpose of this Contest;
- Entry must not contain material that is harassing, inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libelous or illegal; Entry must not contain any materials relating to politics, lotteries, gambling, tobacco, alcohol or drugs, pornography, adult-oriented content, any other sexually-explicit material or any illegal activity;
- Entry must not contain anything that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, age or illegal activity; and
- Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Entry is created.
  - Entry must adhere to the creative themes and incorporate the Billie Eilish prompt from the asset kit.
  - Entry must be Entrant’s own original work, created solely by Entrant or content that incorporates materials from the public domain; must not have previously published, released or distributed in any form; must not have won any award;
  - If any persons appear or are referred to in the Entry, Entrant is solely responsible for obtaining, prior to submitting the Entry, any and all releases and consents necessary to permit the exhibition. If any person appearing in any Entry is under the age of majority in their jurisdiction of residence, the signature of a parent or legal guardian is required on each release. Entrant agrees to provide Sponsor with written confirmation of those permissions and rights upon request.
  - Entry must not contain any personally identifiable information of any person other than the Entrant’s name. Should Entrant include personally identifiable information about Entrant in the Entry, Entrant acknowledges and agrees that such information will be disclosed publicly and Entrant is solely responsible for any consequences thereof.

If the Sponsor determines in its sole discretion that the content of the entry does not meet any of the Guidelines and/or Content Restrictions as outline above, or unacceptable for any reason, the entry will not be eligible for any prize consideration and may be withdrawn without notice from the Contest at any time at the sole discretion of the Sponsor and/or Administrator. Each entry submission must be manually key stroked and manually entered by the individual Entrant; automated and/or repetitive electronic submission of entries (including, but not limited to, entries made using any script, macro, bot or Contest service) will be disqualified and transmissions from these accounts or related e-mail or IP
addresses may be blocked. By submitting an entry and using the hashtag(s), Entrant acknowledges that he/she read, understands and agrees to the Official Rules. Entries may only be submitted by a single Entrant. Entries that do not comply with these Official Rules, as determined in Sponsor and/or Administrator’s sole discretion, will be disqualified from the Contest.

The name of the person submitting the entry must be the authorized account holder of such Instagram or Twitter account, otherwise the entry may be deemed void. In the event of a dispute over the identity of a potential winner, the entry will be declared made by the authorized holder of the Instagram or Twitter account used for entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such account. It is the sole responsibility of the Entrant to notify the Sponsor in writing if the Entrant changes their Instagram or Twitter account during the Promotion Period. Proof of submission of entry does not constitute proof of delivery of entry.

**JUDGING:** During the two week Judging/Selection Period, all eligible entries will be judged by a panel of qualified judges (including representatives from Sponsor and its marketing agencies) under the supervision of the Search Administrator on the basis of the following criteria. Billie Eilish will make the final decision on all winners. All eligible entries received will be scored based on the following judging criteria*:

- **Originality and relevance to the Contest theme** (50% of total score)
- **Creativity and artistic expression** (50% of total score)

*In the event of a tie, the Winner will be determined based on whichever Entry received the highest score in the originality category from the judging criteria. In the event of a tie in both judging criteria, the Entries will be re-judged by a different panel of judges.

The potential winners will be the Entrants who submitted the Entries that received the highest scores, as determined by the panel in its sole discretion. In the event that not enough eligible entries are received the prizes may not be awarded.

Winners of the #BILLIExADOBExHS campaign, run through a separate legal team and entity in the United States to current high school students, are not eligible to win the grand or runner up prizing.

**PRIZES:**

**One (1) Grand Prize Winner:**
- $1,000 cash (awarded in the form of a check made payable to the winner);
- Blank dream journal with a note from Billie Eilish;
- A signed vinyl copy of her new album;
- One-year subscription to Adobe Creative Cloud;
- A trip for two (winner + 1 guest) to see Billie Eilish in concert, which includes:
  - Two (2) tickets + a meet & greet from her upcoming tour (closest location to the winner’s residence);
  - Round trip coach class airfare from a major gateway airport nearest the winners home as determined by the Sponsor; and
  - Two (2) nights hotel room accommodations (one standard room double occupancy)
  - One $500 Gift Card for ground transportation and/or per diem.

Approximate Retail Value (“ARV”) of Grand Prize: $3,874

**Two (2) Runner Up Prize Winners:**
- Blank dream journal with a note from Billie Eilish;
- A signed vinyl copy of her new album; and
- One-year subscription to Adobe® Creative Cloud™; and
- Two (2) tickets to her upcoming tour (closest location to the winner’s residence ARV: $400) **OR** prize of similar value if winner cannot attend (ARV: $400):
  - **Transportation to/from the concert and lodging and any other incidentals are NOT included with Runner Up prize.**
  - Concert date and place is determined solely by the Sponsor. If winner cannot attend the concert determined by the Sponsor then winner will be provided an alternate prize, determined solely by the Sponsor with an approximate retail value of $400.

ARV of each Runner Up Prize: $874
Total ARV of all prizes: $5,622

No transfers or substitution of prizes permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion. In no event will more prizes be awarded than those listed in these Official Rules.
Additional conditions of Grand prize trip:

- The Grand Prize will be forfeited if:
  - If winner is not available to travel on dates specified by Sponsor (which will be provided at time of winner confirmation).
  - The proper documents (including travel releases from Winner and Guest) are not provided/cleared by the date specified by Sponsor.
- Ground transportation to/from grand prize winner’s home/departure airport is NOT included in the prize and are the responsibility of the winners. Winner to use the $500 gift card to cover these expenses.
- Winners’ and guests’ must possess and are responsible for obtaining and must have valid ID or other required documentation for travel.
- Guest travelling with winner must be 18 years of age or older at time of travel unless guest is a child or legal ward of the winner. If winner is a minor in his/her place of residence the prize will be awarded to a parent/legal guardian who must be the guest travelling with the minor winner.
- Winner and guest are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledges that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.
- Winner and guest are bound by the terms and conditions of all airlines, hotels and other third-party service providers used in connection with the Prize as well as the concert venue rules and regulations. In the event winner and/or guest violate any rules and regulations, he or she may be ejected from the event.
- Releasees are not responsible if tickets, travel vouchers, certificates or other similar items are lost, stolen, or misplaced by Winner and will not be replaced or if booked transportation are missed for any reason.
- The Grand Prize does not include any other incidentals not mentioned in these Official Rules such as, but not limited to, ground transportation, special seating assignments, baggage fees, alcoholic beverages, food, gratuities and tips, insurance, laundry service, merchandise, parking, room service, service charges, souvenirs and telephone calls. All other expenses not stated herein as part of the prize are the winner’s sole responsibility. Winners are encouraged to use the $500 gift card to cover these expenses.
- Exact dates and location are at the sole discretion of Sponsor. Actual value of the trip depends on winner’s residence or departure city. Specifics of prize package are subject to availability and Sponsor’s sole discretion. Complete terms and conditions of trip will be furnished with prize notification. Other restrictions may apply.
- Airline tickets issued in conjunction with the prize are not eligible for frequent flyer miles, and no code share flights may be used. The prize cannot be used in conjunction with any other promotion or offer. The Winner or the Guest must provide the hotel with a valid credit card for incidentals (including room service, mini-bar and pay-per-view television) and/or damages to the hotel room.
- If Grand Prize winner lives within a 150 mile radius of destination city, ground transportation may be provided by Sponsor in lieu of air transportation and no compensation or substitution will be provided for difference in prize value.
- In the event the concert has to be canceled for any reason whatsoever, in whole or in part, including but not limited to cancellations, postponements, an event of force majeure, or for any other reason, then the remaining components of the Prize shall constitute full satisfaction of Sponsor’s prize obligation to the prize winner and his/her guest/travel companion, and no other or additional compensation will be awarded.
- Grand Prize winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules or if Grand Prize winner elects to travel without a guest.

WINNER NOTIFICATION AND VERIFICATION: An Entrant is not deemed a winner of any prize, even if the winning notification should so indicate, unless and until (i) the Entrant’s eligibility has been verified, (ii) all requirements determined by the Sponsor in order to claim his/her prize have been fulfilled and (iii) the Entrant has been notified that the acceptance and verification process is complete. Entrants must follow Adobe Students on Instagram or Twitter—whichever platform through which they submit their entries—in order to be notified if they are selected as a winner. Notification will occur by either a private message to the potential winner’s Instagram or Twitter account or by reply from @AdobeStudents to the potential winner’s Instagram or Twitter comment. The potential winner will be required to respond to the direction in the message within forty-eight (48) hours with full contact information. Potential winner will be required to sign and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form, and, where legally permissible, a Publicity Release. Potential winners may also be required to execute additional documentation with regard to the use of the Entry materials, at Sponsor’s sole discretion. The Grand Prize winner and his/her guest will be required to complete a Travel Release and Travel Questionnaire (collectively referred to as “Documents”). If a Prize winner from the United States he/she will also be required to complete and return an IRS Form W-9 and furnish his/her social security number that will be used only for the purpose of reporting the winner’s prize earnings to the Internal Revenue Service, as required by law. If the prize is won by an eligible individual who is not of the legal age of majority in his/her country of residence (“minor”), the required documents must be confirmed and signed by winner’s parent or legal guardian. Completed Documents must be returned within forty-eight (48) hours of attempted notification. Noncompliance within this time period may result in disqualification.
and the next highest scoring Entrant will be notified, time permitting. Sponsor reserves the right to conduct a background check. Any false statement made by a potential winner will result in automatic disqualification. If a potential winner cannot be contacted, or if any notification/Document is returned as undeliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, the potential winning Entry will be disqualified and the Entry with the next highest score will be notified, at the sole discretion of the Sponsor.

LIMITATIONS OF LIABILITY: Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. Releasees and their respective affiliates, subsidiaries, promotion agencies, the prize suppliers and each of their respective directors, officers, employees and assigns, as well as Billie Eilish, their respective parent companies, affiliates, subsidiaries, advertising agencies, The Outcast Agency, Interscope Records, a division of UMG Recordings, Inc., Marden-Kane, Inc., LASH Music, LLC, Eye Touring, LLC, parents, affiliates, and subsidiaries, (collectively “Released Parties” and/or “Contest Entities”) will have no liability for any claim arising in connection with the Contest, and the entry or participation in this Contest, or the acceptance, possession, receipt, attendance at, travel related to, use, misuse, inability to use, delivery or defect of any prize. Acceptance of prize constitutes permission to use winners’ names and/or likenesses for commercial purposes without further notice and compensation, unless prohibited by law. Releasees will have no responsibility for promotional materials that may be illegible, mutilated, altered, forged, duplicated or tampered with in any way, or for printing, typographical, mechanical or other errors or for any error in the notification or announcement of the prize. In no event will Sponsor be obligated to award more prizes than the number of available prizes stated in these Official Rules. Participants agree to be bound by these Official Rules and the decisions of the judges, which are final. By participating, Entrant releases the Contest Entities from any claims arising out of any use or disclosure of an Entry/Submission consistent with these Official Rules. Releasees do not accept any liability for the publication of unlawfully reproduced video/music/lyrics. Nothing in these Official Rules should be construed so as to limit or exclude either the Released Parties or the Entrant from liability for fraudulent misrepresentation.

GENERAL: Entrants must ensure that their participation (including the acceptance of any Prize awarded) is lawful in accordance with the laws of the country of which they are a citizen and/or reside. This Contest is void where void under local national laws. The Sponsor shall not be taken to make any representations, express or implied, as to the lawfulness of any individual’s participation. All federal, state, provincial, territory and local laws and regulations apply. If an Entrant submits more than the stated number of Entries permitted, and/or if the Sponsor suspects that an Entrant attempted to obtain additional Entries by using multiple email addresses, registrations, identities or any other method, all Entries submitted by the Entrant may be declared null and void. All submitted information, registrations and Entries are subject to verification. Emails and other personal information will not be used for any marketing purposes or additional emails outside of this campaign. Prize will not be awarded if Entry is deemed void for any reason, including without limitation, if Entry is not verified or recognized as being valid. Sponsor may assign, delegate, subcontract or transfer any of its rights or obligations hereunder and may authorize any direct or indirect affiliate of Sponsor to act as Sponsor’s agent for purposes of this Agreement, including fulfillment of prizes. You hereby acknowledge and agree that the relationship between you and the Contest Entities is not a confidential, fiduciary, exclusive or other special relationship, and your decision to submit an Entry in connection with this 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 Entry, other than as set forth in these Official Rules.

SIMILAR IDEAS: You understand and acknowledge that: i) Contest Entities have wide access to ideas, stories, designs, film, tape, video, and other materials, and those new ideas are constantly being submitted to it or being developed by their own employees or third parties; ii) many ideas may be competitive with, similar to, or identical to content in your Entry; iii) You will not be entitled to any compensation as a result of Contest Entities’ use of your Entry (or any elements thereof) as well as any such similar or identical material that has or may come to Contest Entities, or any of them, in any manner, including without limitation, from other sources. Finally, you acknowledge that, with respect to any claim of yours relating to or arising out of, resulting from or related to this Contest, the damage, if any, thereby caused to you will not be irreparable or otherwise sufficient to entitle you to seek any injunctive or other equitable relief or in any way enjoin, otherwise interfere with, delay, or interrupt the production, distribution, exhibition, or other exploitation of any production based on, or allegedly based on, your Entry, and your rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law. By participating in the Contest, Entrants acknowledge and agree that: (a) Contest Entities, and each of their respective subsidiaries, affiliates, employees, agents, artists, writers, representatives or licensees (collectively “SPE”) may now have similar concepts, artwork and/or ideas in development and/or may independently develop and use similar concepts, artwork and/or ideas; (b) any similarity between any entry that Entrants submit and/or any materials already in development or independently developed hereafter by the Contest Entities shall be coincidental; and (c) Entrants shall have no rights whatsoever in or to, nor shall Entrants make any claim against, any artwork, sketches, designs, concepts or ideas already in development, or that may hereafter be independently developed, by the Contest Entities notwithstanding any similarity to any materials (including the entry) that Entrant has submitted hereunder nor with respect to any use by SPE of the entries (or elements thereof).

License/Grant of Rights. By participating in the Contest, each Entrant hereby irrevocably assigns to the Contest Entities all rights, title and interest in and to the Entry including all results and proceeds thereof including all copyrights therein and thereto and all renewals, extensions, and restorations thereof, and all rights to exploit the same throughout the universe, in perpetuity (but in any event for not less than the period of copyright and any renewals, extensions, and restorations thereof), in any and all media, and by any and all means, manner, content delivery mechanisms or technology, whether now known or hereafter devised. The winners are required to sign an Assignment and Release Form.

**NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Releasees will not be responsible for lost, late, damaged, or for any technical problems, faulty, lost, garbled, incomplete, incorrect or mis-transcribed data/phone transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person’s computer/mobile device related to or resulting from participating in or experiencing any materials in connection with this Contest. Releasees are not responsible for malfunctions or breakdown of any systems, unavailable service connections, lost, incomplete or faulty network connectivity of any kind, failures of any service providers, social media sites, or any combination thereof, which may limit a person’s ability to participate in this Contest. Proof of submission will not be deemed proof of receipt by Sponsor. Releasees assume no responsibility for undeliverable submission resulting from filtration of a user’s Internet service or wireless phone carrier network. Sponsor reserves the right to suspend, cancel or modify the Contest if it cannot be executed as planned for any reason or event beyond Sponsor’s control (a “Force Majeure” event or occurrence), including, but not limited to, if fraud or technical failures destroy the integrity of the Contest, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper play of the Contest as determined by Sponsor and/or the independent judging organization, in their sole discretion. If the Contest is so cancelled, eligible entries received prior to such action may be judged based on the judging criteria to award prizes. Any use of robotic, automatic, programmed or the like methods of participation will void all such submissions. Sponsor and/or judges reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the participant fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

**GOVERNING LAW/JURISDICTION:** Unless the laws relevant for the domicile of the Entrant provide otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of California, United States. Claims may not be resolved through any form of class action. Entrants hereby agree that any and all disputes, claims, causes of action, or controversies (“Claims”) arising out of or in connection with this Contest shall be resolved by arbitration pursuant to this provision at San Jose, California in accordance with the commercial arbitration rules of the American Arbitration Association. Said arbitration shall be conducted by a panel of three arbitrators and all proceedings shall be conducted in the English language. In any such arbitration proceedings the arbitrators shall adopt and apply the provisions of the Federal Rules of Civil Procedure relating to discovery so that each party shall allow and may obtain discovery of any matter not privileged which is relevant to the subject matter involved in the arbitration to the same extent as if such arbitration were a civil action pending in a United States District Court. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, NEITHER SPONSOR NOR ENTRANT WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC OR OTHER PERSONS SIMILARLY SITUATED, OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT ENTRANT WOULD HAVE IF ENTRANT WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. The arbitrator’s authority to resolve Claims is limited to Claims between Sponsor and entrant alone, and the arbitrator’s authority to make awards is limited to awards to Sponsor and entrant alone. Furthermore, claims brought by either party against the other may not be joined or consolidated in arbitration with Claims brought by or against any third party, unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration.

**COUNTRY SPECIFIC NOTICES:** If any provision of these rules is invalid under the law, rules or regulations of a particular country, it will only apply to the extent permitted. In addition to the tax liability disclosures in these rules, Contest winners are subject to abide by the income reporting and, if applicable, the payment of any taxes due per the laws, rules and regulations of the winners’ country of residence. By entering the Contest, Entrants hereby expressly agree and accept that for all that is related to the interpretation, performance and enforcement of these Official Rules, each of them expressly submit themselves to the laws of the United States of America and to the jurisdiction of the competent courts in the Santa
Clara County, in the State of California, United States of America, expressly waiving to any other jurisdiction that could correspond to them by virtue of their present or future domicile or by virtue of any other cause.

PERSONAL DATA: Your Personal information will be used in accordance with the Adobe Privacy Policy located online at https://www.adobe.com/privacy.html and in addition as otherwise set out in these Official Rules for the purpose of administering this Contest. You expressly agree to the use of your personal information for such purpose. Sponsor will not sell, share or otherwise disclose information collected in any manner with third parties, other than those parties necessary to fulfill the above purposes, unless you have given your prior express consent to receive additional information from Sponsor or a third party. You have a right of access to, modification and withdrawal of your personal data. You also have the right of opposition to the data collection, under certain circumstances, in accordance with applicable law. To exercise such right, write to the data controller and data recipient, Marden-Kane, Inc., Attn: “Adobe Contest”, 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416. For European Union residents, please note that Entrants’ data will be transferred outside the European Union to the United States according to EU data protection regulations for the purpose of administering this Contest. We will take all steps reasonably necessary to ensure that your personal information is treated securely and in accordance with the Adobe Privacy Policy and these Official Rules in respect of such transfer. By entering the Contest, you expressly agree to such transfer.

WINNERS LIST: To request the names of the winners (available after May 10, 2019), send an e-mail with the subject line: “Adobe Billie Eilish” to winners@mkpromosource.com. Requests must be received no later than May 24, 2019.

NO LEGAL PROCEDURE: For German residents only: Any recourse to the courts of law is excluded [●●German translation: Der Rechtsweg ist ausgeschlossen ●●].

MISCELLANEOUS: In the event of any conflict between the English version of these Official Rules and any translation, the English version shall prevail. The invalidity or unenforceability of any provision herein shall not affect in any way the validity and enforceability of any other provision in these Official Rules.

SEVERABILITY: If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

SPONSOR: Adobe. Please direct sponsor inquiries to Adobe Inc, 345 Park Avenue, San Jose, CA, 95110 USA.

Instagram is a registered trademark of Instagram. Any questions, comments or complaints regarding the Contest are to be directed to Sponsor, at the address above, not Instagram.

Twitter is a registered trademark of Twitter. Any questions, comments or complaints regarding the Contest are to be directed to Sponsor, at the address above, not Twitter.

This promotion is in no way sponsored, endorsed, or administered by, or in association with Billie Eilish. Entrants understand that you are providing your information and materials to Sponsor, and not to Billie Eilish. Any questions, comments or complaints regarding the Contest are to be directed to Sponsor, at the address noted above, not Billie Eilish.