



**THE ADOBE STOCK "FRAUEN/ BILDER"  
WORKSHOP**  
*(A Skill-Based Contest)*  
**Official Rules**

**PRELIMINARY DISCLOSURES**

- 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO BE CONSIDERED OR WIN A WORKSHOP INVITATION. YOU MUST BE 18 YEARS OF AGE (OR THE AGE OF MAJORITY IN YOUR JURISDICTION) OR OLDER AND A LEGAL RESIDENT OF GERMANY, AUSTRIA OR SWITZERLAND TO PARTICIPATE. VOID WHERE PROHIBITED.**

**CONTEST PARTIES**

**2. CONTEST ORIGINATOR; ELIGIBLE PARTICIPANTS; INELIGIBLE PARTICIPANTS**

- 2.1 Contest Originator.** The Adobe STOCK "FRAUEN/ BILDER" Workshop ("**Contest**") is originated by Adobe Systems Software Ireland Ltd., 6 Riverwalk, Naas Road 24, Dublin, Ireland, its affiliates and subsidiaries (collectively, "**Adobe**").
- 2.2 Eligible Participants.** The contest is open only to persons meeting all the requirements recited in Section 1 ("**Participant(s)**," "**You**," "**Your**"). By participating in the Contest and subsequent Workshop Participants agree to be bound by these official rules ("**Official Rules**").
- 2.3 Ineligible Participants.** No one who is an employee or independent contractor, officer, or director of Adobe, or any of Adobe's agents, representatives, advertising, promotion, publicity and fulfillment 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 contest (collectively, the "**Released Parties**"), is eligible to enter, 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). The Contest and subsequent Workshop are subject to all applicable federal, state, territorial, provincial, municipal and local laws and regulations and are void where prohibited or restricted by law.

**SELECTION SCHEDULE**

**3. SELECTION PHASES; SCHEDULE; TIMING**

- 3.1 Selection Phases.** The Contest comprises the start and end times, separate entry phase (the "**Entry Phase**"), Adobe judging phase ("**Adobe Judging Phase**") and the Invitee Notification phase (the "**Notification Phase**"), all phases collectively comprising the "**Invitee Selection Period**", as detailed in the schedule below:

**3.2 Schedule**

	Invitee Selection Period		
	Entry Phase	Adobe Judging Phase	Invitee Notification and Acceptance Phase
<b>Open</b> 09.00 a.m. CET	Sep 19, 2017	Oct 9, 2017	Oct 16, 2017
<b>Close</b> 22.00 p.m. CET	Oct 9, 2017	Oct 13, 2017	Oct 20, 2017

- 3.3 Timing.** EACH PARTICIPANT IS RESPONSIBLE FOR MAKING THE NECESSARY ADJUSTMENTS FOR TIMING OF THE VARIOUS PHASES IN SECTION 3.2 ABOVE BASED ON PARTICIPANT'S LOCATION AND TIME ZONE. Adobe's computer is the official time-keeping device for the Contest.



**Adobe**

## CONTEST TERMS

### 4. HOW TO ENTER; LIMITS ON ENTRIES; TEAM SUBMISSIONS; USING ADOBE CREATIVE SOFTWARE

4.1 **How to Enter (“Entry Requirements”).** To submit an Entry anytime during the Entry Phase:

- (A) **First:** Visit the URL <http://blogs.adobe.com/creative/de/zuende-deine-karriere-als-stockfotografin-mit-dem-adobe-stock-workshop-frauenbilder/> (“**Event Site**”) and read the provided details and instructions.
- (B) **Then:** You (the “**Contributor**”) must submit 3-5 photos, a link to an online portfolio, website, and/or CV (following the Submission Guidelines in Section 5.1, collectively, the “**Submission**”); to the email address [stockworkshop@adobe.com](mailto:stockworkshop@adobe.com), along with Your name, age or date of birth, mail or email address, user ID, and any other required non-personal information, and acknowledge Your acceptance of these Official Rules as directed (all elements together comprising the eligible “**Entry**” or “**Entries**”).

4.2 **Limits on Entries.** Each Participant may submit on behalf of him/herself only 1 Entry during the Contest Entry Phase, and regardless of the number of Entries entered, each Participant is only eligible to be considered into the Judging Phase once. Each Entry must correspond to a single Participant using a single email address. Participants may not use multiple email addresses or alternate user identities in an attempt to submit more Entries than are allowed from a single Participant. Completed Entries must be entered and received electronically during the Entry Phase to be eligible to be considered into the Adobe Judging Phase. If multiple emails are received from the same participant during the given Entry Phase, those will only be considered for the particular Entry Phase and corresponding Judging Phase, and will not be included, rolled-over, or considered for subsequent Entry Phases. Entries received by other methods will not be accepted, and no entries will be acknowledged or returned. Adobe cannot guarantee that all persons attempting to enter will be able to participate.

4.3 **Team Submissions.** No team submissions will be allowed or considered into the Adobe Judging Phase.

4.4 **Using Adobe creative software.** If needed for development of a Submission, many Adobe desktop software applications, services, and touch apps are accessible on a trial basis with Adobe Creative Cloud membership (both FREE) at <http://www.adobe.com/downloads.html>. Not all applications, services, or features are available in all languages and countries.

### 5. SUBMISSION GUIDELINES

5.1 All Entries must conform to the guidelines below (“**Submission Guidelines**”) and be in good taste and in keeping with Adobe’s image, as determined by Adobe in its sole discretion. By submitting an Entry in this Contest each Participant warrants and represents that (i) he/she has the legal right and necessary permission(s) to do so, and (ii) that his/her Entry (including all creative and other content comprising his/her Entry) conforms to the Submission Guidelines:

- (A) Entries must meet Entry Requirements outlined in Section 4.1 and demonstrate the Judging Criteria attributes in Section 6.1;
- (B) Entries must contain only original content (text, images, artwork, footage, audio, music, performance, and other original materials) created by the Participant, if applicable, and, if required for entry, any idea, question, or similar statement submitted by Participant, must reflect a coherent and complete thought.



- (C) If the likeness of a person appears in an Entry, it should be only that of the Participant. However, if an Entry contains the likeness of persons other than the Participant, then by submitting the Entry, 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 Entry to use such person's name and/or likeness, and to grant the rights granted to Adobe in these Official Rules;
  - (D) Entries must not contain content not created by the Participant, and must not infringe, violate, or use without permission the rights of any third party, including but not limited to trade names, trademarks, logos, privacy or publicity rights, or other intellectual property rights;
  - (E) Entries must be suitable for publication and viewing by all ages, and must not contain material that is indecent, obscene, tortious, defamatory, harassing, harmful, slanderous, libelous, disparaging, objectionable, or that promotes bigotry, racism, hatred, harm, or discrimination against any group, individual, or entity (as determined by Adobe), or any other material that is unlawful, or in violation of or contrary to the laws or regulations in the jurisdiction from where the Entry is sourced or submitted; and
  - (F) Entries must not violate the online terms of use or privacy policy of Adobe or the website where the Entry submitting mechanism for the Contest may be hosted.
- 5.2 Proof of submission of an Entry is not proof of delivery or receipt of that Entry by Adobe. Use of a false email account will disqualify an Entry. If there is a dispute regarding an Entry, or the identity of a Participant, the Entry at issue will be deemed by Adobe to have been made by the natural person who is the authorized account holder assigned by an Internet access provider to the email address associated with the Entry, and that person must comply with these Official Rules. Participants may be required to show proof of being the authorized account holder.
- 5.3 By participating in the Contest and subsequent Workshop, 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 Contest and Workshop or the Site, or who Adobe finds to be acting in an unsportsmanlike or disruptive manner, or in a manner otherwise in violation of these Official Rules.

## 6. DATA PROTECTION

**6.1 Participants' Consent to Adobe's use of Personal Data.** By participating in this Contest and subsequent Workshop and submitting an Entry each Participant consents to having personal data collected from him/her by Adobe, which personal data may be transferred, and will be used and disclosed by Adobe and its authorized agents for purposes of Promotion administration and Event fulfillment. By entering, each Participant consents to the collection, use and disclosure of his/her personal data as described in these Official Rules. Nothing in these Official Rules will be deemed to restrict or exclude any Participant's statutory consumer rights pertaining to personal data. Except as otherwise stated in these Official Rules or on the Site, personal data collected from Participants by Adobe is subject to Adobe's Privacy Policy at <http://www.adobe.com/privacy/policy.html> (available by region).

### 6.2 Participants' License and Consent to Adobe's use of Entries

- (A) Adobe does not claim ownership of Entries, however, by participating in the Contest and submitting an Entry
  - (i) each Participant consents to, and grants to Adobe and its agents, a, worldwide, perpetual, royalty-free, nonexclusive, transferable right and fully-paid up, fully-sublicensable license, under any and all rights, to use, modify, reproduce, distribute, publicly perform and publicly display, publish (or not publish), in whole or in part, the non-personal or non-identifiable data and creative elements comprising his/her Entry (together with or without his/her name, voice and/or likeness and hometown, collectively, "**Persona**", which Persona each Participant consents to, and agrees may be used by Adobe according to these Official Rules for a period of up to 1-year from the Workshop start date as necessary for the purposes of starting and administering the



Workshop, except as otherwise prohibited by law, in any media format or medium (whether now or hereafter known) and through any media channels, including on and through the Site and public viewing gallery, and other websites and Adobe-branded social media channels owned or controlled by Adobe, in and in connection with promotion, publicity and advertising for the Contest and Workshop without any further attribution, notification, or compensation to the Participant, his/her successors or assigns, or any other person or entity, and (ii) each Participant consents to, and grants to users of the Site a worldwide, royalty-free, license to access, distribute and display his/her Entry through the Site, and to rate, review, comment on, or tag the Entry and share the Entry using commercially available means.

- (B) To the extent permitted by law, by submitting an Entry each Participant unconditionally and irrevocably waives any and all moral rights to which Participant may be entitled under applicable law, and waives and releases the Released Parties from any and all claims that he/she (and anyone by or through him/her) may have now or in the future in any jurisdiction based on "moral rights" with respect to Adobe's exploitation of his/her Entry without further notification or compensation to the Participant. "Moral Rights" means any right to (a) divulge the Entry to the public; (b) retract the Entry from the public; (c) object to any modification of the Entry; or (d) any and all rights similar to moral rights existing under judicial or statutory law of any country or jurisdiction in the world, or under any treaty regardless of whether such right is generally called or referred to as a moral right. If this waiver of moral rights is unenforceable or invalid, and to avoid any doubt, each Participant acknowledges and agrees that Adobe is authorized to exercise all moral rights to his/her Entry.
- (C) Participation in the Contest and subsequent Workshop creates no obligation (express or implied) on the part of Adobe to use, commercialize or otherwise exploit any Participant's Entry or Persona and no Participant is entitled to any damages or other relief by reason of Adobe's use or non-use of his/her Entry. Each Participant waives any right he or she may have to be mentioned as the author or creator of the Entry.

**6.3 Participants' Right to Opt-Out from Adobe's use of Personal Data.** Each Participant may refuse to have his/her personal information collected, transferred, used, or disclosed by Adobe as described in these Official Rules ("Opt-Out") by choosing to not participate in the Contest and subsequent Workshop.

**6.4 No Opt-In to future communications from Adobe required to participate.** During the Selection Period and Workshop Participants may be presented the option to "Stay informed via email about Adobe products and services." ("Opt-In" consent to future marketing), but Opt-In consent to future marketing is not required to participate in the Contest or Workshop, and will not increase or improve a Participant's opportunity to be accepted into the Workshop.

## **7. ADOBE JUDGING PHASE; PROCEDURE FOR BREAKING TIES**

**7.1 Adobe Judging Phase:** During the Adobe Judging Phase, the **Adobe Contributor Relations Team** will, in their sole discretion, evaluate and score all eligible Entries received and select the Participants with the highest-ranked Entries (potential "**Invetee(s)**") based on each Entry's cumulative score using the below weighted criteria ("**Judging Criteria**"):

- (A) 25% Creativity
- (B) 25% Previous Photography Experience
- (C) 25% Overall Quality
- (D) 25% Artistic Expression

**7.2 Procedures for breaking ties.** In the unlikely event of a tie in scoring after conclusion of the Adobe Judging Phase, an Invetee among the tying Entries will be selected based on the Entry with the highest score in the Creativity category. The Adobe Contributor Relations Team reserves the right in their sole discretion to select fewer than the stated number of Invetees if there is an insufficient number of eligible Entries, or an insufficient number of eligible Entries meeting the minimum Judging Criteria.



## 8. INVITEE SELECTION AND NOTIFICATION/ODDS OF BEING SELECTED

8.1 **Participant Selection and Notification.** Invitees will be determined on or about Oct 16, 2017 and notified on Oct 16, 2017 by an email sent to the email address specified at the time of entry.

- (A) Potential invitees may be required to complete and return a Declaration of Eligibility and, except where prohibited, Liability/Publicity Release, or other documents in any form provided by Adobe by Oct 25, 2017 to participate in the Workshop.
- (B) If a potential Invitee cannot be contacted, is contacted and does not respond in a timely manner with all required information, or fails to attend the Workshop as directed within the time allotted following attempted notification, refuses to attend, is ineligible to attend, is otherwise not in compliance with these Official Rules, or if the Invitation notification is returned as undeliverable, then the Invitation will be forfeited and, at Adobe's sole discretion, not awarded or awarded to an alternate participant with the next highest-ranking Entry based on Adobe Contributor Relation Team's judging.
- (C) A Participant is not an Invitee, even if an Invitation notification is received, unless and until the Participant's eligibility and the potential Entry has been verified and the Participant notified that verification is complete. Potential Invitees must continue to comply with these Official Rules.

8.2 **Odds of being selected.** This is a skill-based Contest and chance plays no part in determining the Invitee(s). The odds of becoming an Invitee will depend on the number and quality of eligible Entries received, and the relative skill of each Participant, as determined by their Entry.

## 9. TOTAL INVITEES TO BE SELECTED; RETAIL VALUE; ACCEPTING THE INVITATION; ATTENDING THE WORKSHOP; REQUIRED EQUIPMENT; ADOBE STOCK CONTRIBUTOR ENROLMENT AND UPLOAD; RELEASE FOR VIDEO, AUDIO AND PHOTOGRAPHY MATERIAL.

9.1 **Total Invitations to be awarded, descriptions, and aggregate RV.** 20 Invitees will be selected to participate in this Workshop. Individual prize descriptions and combined retail value of all prizes is below:

Total of possible Invitees: 20

Consisting of Participation in a Photography Workshop in Berlin ; RV: 500 € (EURO) ea.

- (A) Retail Values (RVs) quoted represent the maximum retail price or, in the absence of a maximum retail price, the prevailing market price to the best of the Adobe's knowledge. Differences in stated price and actual prize values (including differences in any stated price and the price a winner would have had to pay for such product in any jurisdiction) will not be awarded. Invitations are non-transferable and all Invitation and Workshop details are at Adobe's sole discretion. ALL INVITATIONS ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. No cash alternative to the Invitation is available. **Participants are responsible for all applicable federal, state, territorial, provincial, municipal and local taxes, costs of travel, transportation, accommodation, or any other costs and expenses associated with accepting the invitation and attending the Workshop.** Use of any prize(s) that have associated use terms such as gift cards, software, online services, or subscription products is subject to any terms or conditions that may accompany such products as issued by the service or product provider. Only the advertised number of Invitations and those claimed in accordance with these Official Rules will be awarded. Invitees may be required to provide a shipping address and proof of residency to be awarded an Invitation. Adobe will arrange and determine mode of delivery of Invitations to selected participants.
- (B) **ACCEPTING THE INVITATION.** Invitees will be required to accept or decline the Invitation to attend the Workshop by responding to the Invitation notification, which will be delivered via Email. Participants that decline the invitation or that do not expressly accept it will have their invitation forfeited. Invitation acceptances will only be accepted if received by Oct 20, 2017. Any invitation acceptance received after Oct 20, 2017 will be deemed invalid.



- (C) **ATTENDING THE WORKSHOP.** Invitees are solely responsible for any and all travel-related costs, lodging and transportation expenses, including hotel and airline charges and/or processing fees, meals, gratuities, telephone calls, facsimile charges, Internet charges, gift shop purchases, souvenirs, spa, beauty salon, laundry or other guest service charges, costs or expenses related to designated or non-designated Adobe activities, in-state travel or other activities, tours or excursions, any or other costs or expenses not provided by Adobe as part of the invitation to participate in the Workshop. Adobe will make every reasonable effort to notify invitees of the Agenda and planned details of the Workshop by Oct 20, 2017. Invitees are expected to attend the Workshop on the place, dates and times specified by Adobe. Adobe reserves the right to change the Workshop's place, date and time if necessary due to unforeseeable circumstances. Invitees are responsible for complying with all applicable international and domestic travel procedures and restrictions and for obtaining all required travel documentation (acceptable valid photo ID, passport, visa, vaccinations, etc.) and any required or optional insurance prior to travel. Adobe is not responsible for any complications that may arise related to the Invitee's right to enter or reenter the destination jurisdiction, or his/her country of origin, including any related costs.
- (D) **REQUIRED EQUIPMENT.** All Invitees will be required to bring a 1) Digital Camera, and 2) Portable Computer/Laptop in working order. Invitees are expected to have the following software installed on their Portable Computers/Laptops: Adobe Lightroom, Adobe Bridge, Adobe Photoshop. Trial versions of these software applications are available free of charge as recited in Section 4.4. Workshop participants waive any and all claims arising from any loss or damage to the required Equipment mentioned above or any other personal property used before, during and/or after the Workshop, as recited in Section 11.3.
- (E) **ADOBE STOCK CONTRIBUTOR ENROLMENT AND UPLOAD.** All invitees will be required to open a free account at the Adobe Stock Contributor portal (<http://contributor.stock.adobe.com>) during the Workshop, and accept the Adobe Stock Contributor Agreement ([http://www.adobe.com/content/dam/acom/en/legal/servicetou/Adobe Stock Contributor Agreement-en\\_US-20160721\\_1200.pdf](http://www.adobe.com/content/dam/acom/en/legal/servicetou/Adobe%20Stock%20Contributor%20Agreement-en_US-20160721_1200.pdf)). Invitees will then be required to upload and submit for moderation at least 25 photographs produced during the Workshop by Dec 1, 2017. All use of the Adobe Stock Contributor portal will be governed by the Adobe Terms of Use for Contributors and Adobe General Terms of Use (<http://www.adobe.com/legal/terms.html>).

10. **PARTICIPANTS' AGREEMENT TO OFFICIAL RULES AND DECISIONS OF ADOBE AND JUDGES.** Participation in the Workshop or receipt of any other prize constitutes each Participant's and Invitee's full and unconditional agreement to and acceptance of these Official Rules, Adobe's online [Terms of Use](#), [Privacy Policy](#) (available by region and incorporated into these Official Rules by this reference), and Adobe's and Judges' decisions which are final and binding in all matters related to the Workshop. Being awarded an invitation to the Workshop and/or winning other prizes is contingent upon Participant fulfilling all applicable requirements in these Official Rules.

## 11. GENERAL

11.1 **Adobe's right to cancel, terminate or modify the Contest and/or Workshop.** Adobe reserves the right to cancel, terminate, or modify the Workshop, or any portion thereof, if in Adobe's opinion the Contest and/or Workshop has been compromised, corrupted, or cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Adobe's reasonable control, including without limitation, an insufficient volume of participation or eligible Entries, and to select potential winner(s) from among eligible, non-suspect Entries received on or before the termination date. While Adobe may take action against fraudulent activities of Participants, Adobe assumes no responsibility or obligation to proactively police Participants' activities, or to investigate any or all claims of fraudulent activity. Adobe's failure to enforce any



provision of these Official Rules does not constitute a waiver of that provision.

- 11.2 **Limitations of liability.** The Released Parties (defined in Section 2.3) do not guarantee the processing or posting of any Entry or Vote, or the functioning of the Site. The Released Parties are not in any way responsible or liable for any act, omission, or breach of contract or warranty by Participants, or any infringement or violation of any right of publicity, privacy, intellectual property or proprietary rights, or for any loss (including loss of opportunity) or other claim arising from or in relation to the Contest or subsequent Workshop, or any Entry or Vote submitted, or for the authorized or unauthorized actions of Participants or other third parties. The Released Parties are not responsible for events requiring a cancellation or postponement of the Contest or subsequent Workshop, or for Entries or Votes that are incomplete, illegible, lost, intercepted, misdirected, or not otherwise received by Adobe, or for hardware or software malfunctions, delayed, unavailable, or failed network connections or communications, or other errors or impediments of any kind, whether technical or non-technical in nature, relating to the Workshop, its administration, the processing of Entries or Votes, or the announcement of Invitees.
- 11.3 **Release of claims.** By participating in the Contest and subsequent Workshop each Participant agrees, to the maximum extent allowable under applicable law, to release and hold the Released Parties harmless from and against any and all liability whatsoever for any injuries, losses, or damages of any kind arising from, or in any way connected with, participation in the Contest and subsequent Workshop, any Workshop-related activity, or any Entry submitted, or the shipping and handling, receipt, possession, loss, use or misuse of any prize or Invitation awarded. The limitation of liability in this section does not apply to claims for personal injury or death caused by Adobe or its agents' negligence, or to liability of Adobe and its agents for willful misconduct or gross negligence, or any other liabilities that may not be excluded by law. Participants agree that Adobe's only obligation is to accept eligible Entries and submit them to the Adobe Contributor Relations Team (and ultimately to award Workshop Invitations) according to the procedures and criteria set forth in these Official Rules, that these obligations are fair and adequate consideration for any Entry submitted, and Participant is not entitled to and will not seek any further compensation.
- 11.4 **Not an offer or contract of employment.** This is a contest for an Invitation to a Photography Workshop only and NOT AN OFFER OR CONTRACT FOR EMPLOYMENT. Under no circumstances will participation in this Workshop, the submission of an Entry, awarding of an Invitation or any other prize, or anything in these Official Rules be construed as an offer or contract of employment with Adobe. Each Participant acknowledges and agrees that no confidential, fiduciary, agency, or other special relationship or implied-in-fact contract now exists between him/her and Adobe, and no such relationship is established by Participant's decision to submit an Entry in this contest.
- 11.5 **Governing law; venue; disputes.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Adobe and Participants, will be governed by, and construed in accordance with, the laws of the Republic of Ireland, without giving effect to any choice of law or conflict of law rules or provisions (or any other jurisdiction) that would cause the application of laws of any jurisdiction other than the Republic of Ireland, and all claims must be resolved in the appropriate Court located in Dublin, Ireland.