



NON-DISCLOSURE AND RELEASE AGREEMENT

This Non-Disclosure and Release Agreement ("NDA") is made by and between Adobe Inc., a Delaware corporation, with offices located at 345 Park Avenue, San Jose, California 95110-2704, including entities that it directly or indirectly controls or is under common control with (collectively "Adobe") and the individual (each a "Participant"), and is made effective as of the date Participant electronically accepts the terms of the NDA and registers for the Adobe Analytics Challenge (the "Effective Date").

WITNESSETH:

WHEREAS, Adobe possesses certain confidential information relating to its and/or the Sponsor Entities' (defined below) businesses, including without limitation, services, products, technology, business plans, software, marketing plans, financial information, trade secrets, know how, and other information which information Adobe is willing to disclose to each Participant orally, in writing, or by any other media together with documents and data related thereto (hereinafter such information, documents, and data shall be referred to as "Confidential Information") subject to the terms and conditions set forth herein; and

WHEREAS, each Participant is willing to receive Confidential Information subject to the terms and conditions set forth herein for the purpose of enabling each Participant to engage in the Adobe Analytics Challenge (the "Purpose") in accordance with the competition rules determined by Adobe, available [here](#) (the "Rules").

NOW THEREFORE, in consideration of the mutual promises and benefits set forth herein, the parties hereby agree as follows:

1. Adobe is willing to disclose Confidential Information to each Participant on the following terms:
 - a. Participant will treat all Confidential Information with at least the same degree of care as it treats its own information of similar sensitivity, but never with less than reasonable care to safeguard the Confidential Information so disclosed;
 - b. Participant will not disclose, reproduce, use, or disseminate the Confidential Information to third parties without first having obtained Adobe's and the applicable Sponsor Entity's written consent thereto;
 - c. Participant will not modify, reverse engineer, create other works from, or disassemble any software programs contained in the Confidential Information without Adobe's prior written consent; and
 - d. Each Participant may use the Confidential Information only in support of the Purpose, and only as provided herein;
2. Confidential Information shall not include, and each Participant will not have any responsibility hereunder to protect or otherwise keep confidential, any information which:
 - a. is lawfully known to the Participant on a non-confidential basis prior to disclosure or is information generally available to the public prior to disclosure; hereafter, through no act on the part of the Participant in violation of this NDA, becomes information generally available to the public;
 - b. consists of information furnished to the Participant on a nonconfidential basis by any third party having a legal right to do so;
 - c. was developed by or for the Participant independently of the disclosure of Confidential Information by Adobe; or
 - d. must be disclosed under applicable requirements of law, provided that (unless prohibited by law) Participant must give prior notice to Adobe and cooperate fully with any Adobe requests related to limiting any such required disclosures and/or seeking confidential treatment of any information ultimately required to be disclosed, as determined by Adobe and (where applicable) the Sponsor Entities in their collective sole discretion.
3. Nothing in this NDA, nor any disclosure made hereunder, shall be construed as granting the recipient of Confidential Information any rights by license or otherwise, either express or implied, under any patent, copyright, trade secret or other intellectual property right now or hereafter owned, obtained or licensable by



Adobe, or any other rights of any kind. Participant acknowledges that, as between Participant and Adobe, the Confidential Information received from Adobe is and remains the property of Adobe at all times and throughout the world and, as between Participant and Adobe, all applicable rights therein shall remain with Adobe, exclusively and not with Participant.

4. In consideration of the opportunity to participate in the Purpose (the “Consideration”), the Participant hereby: (i) assigns to the Sponsor Entities (defined below) any and all right, title and interest in and/or to the results and proceeds of Participant’s access to Confidential Information and/or participation in the Purpose, however denominated, including for clarity all contest entries (collectively, the “Adobe Contest Submission Materials”), throughout the world in perpetuity without receiving any notification or permission, or any consideration in addition to the Consideration, and/or payment of any compensation to Participant or Participant’s heirs and/or successors; and (ii) authorizes and consents to the use of Participant’s name, likeness, image, voice and/or biographical data in all forms and media including composite or modified representations for all purposes, including advertising, trade, or any commercial purpose throughout the world in perpetuity by and/or on behalf of Adobe and/or any Sponsor Entity in connection with the Purpose. Participant waives the right to inspect or approve versions of its image used for publication or the written copy that may be used in connection with the images and other forms of media.
5. Participant represents and warrants that: (i) Participant (together only with other authorized teammates pursuant to the Rules, with each such person hereafter referred to as a “Teammate”) is/are the sole originator(s) and creator(s) of the Adobe Contest Submission Materials; (ii) the Adobe Contest Submission Materials are free and clear of any claim of right, title, or interest of any nature on the part of any person or organization other than Participant (and any Teammate), Adobe and/or the Sponsor Entities; (iii) neither the Adobe Contest Submission Materials nor any review thereof by Adobe nor any Sponsor Entity shall violate any personal, property or proprietary rights of any third party including, but not limited to, rights of droit moral, privacy, publicity, copyright, trademark, or other intellectual property rights, nor shall the Adobe Contest Submission Materials or any review thereof by Adobe or any Sponsor Entity constitute defamation, libel, or slander against any third party; (iv) Participant has the full right and authority to submit the Adobe Contest Submission Materials in connection with the Purpose subject to all of the terms and conditions stated herein and in the Rules; and (v) Participant has fully read and understands and agrees to this NDA and the Rules.
6. Nothing in this NDA shall be deemed a representation by Adobe or any Sponsor Entity about any Confidential Information. All Confidential Information is provided “AS IS” and all warranties, express, implied, or otherwise are disclaimed.
7. Each Participant shall, at Adobe's request, return all originals, copies, summaries and any other form or embodiment made by the Participant of the Confidential Information in any tangible media within 10 days of such request or, at Adobe’s option, certify destruction of the same within 10 days of such request, and at the same time shall delete any Confidential Information from all computer files and from all computer archives or back-up media and certify to Adobe that it has done so.
8. Except upon written agreement or as required by order of any court or governmental agency, neither Adobe nor any Participant shall disclose or announce to any third party any discussions or negotiations with the other party relating to the Purpose, or relating to this NDA, or any of the terms, conditions, or other facts relating thereto, without the prior written consent of the other party, and all such information shall be Confidential Information.
9. Correspondence with the parties respecting this NDA shall be addressed to them at the addresses set forth above or as provided by Participant.
10. The maximum extent permitted by applicable law, Participant will release in perpetuity (i) Adobe and (ii) Nike, Inc., and the owners, general and limited partners, shareholders, directors, officers, employees and agents of the foregoing entities (each, a “Sponsor Entity”; collectively, the “Sponsor Entities”) from any and all liabilities, claims, demands, losses, promises and causes of action of any kind with respect to Participant’s participation in the Purpose, the use by any Sponsor Entity of any materials created or provided by Participant in connection with the Purpose (including, without limitation, Participant’s name, likeness, voice and biographical data) including, but not limited to, any claim of infringement on any of Participant’s intellectual property or other rights, false endorsement and/or right of publicity and/or privacy.



11. Regardless of conflict of laws principles, this NDA is governed by and construed in accordance with the substantive laws in force in the State of California. The parties agree that in the event of any breach or threatened breach by a Participant, Adobe may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Adobe and/or any applicable Confidential Information against such breach or threatened breach. Participant will comply with all applicable export laws and regulations in their use of Confidential Information.
12. Without limiting Participant's obligation to comply with the Rules and any other terms or agreement required by Adobe or any Sponsor Entity in connection with the Purpose, this NDA is the only agreement between the parties on this subject, and replaces and supersedes any other communications, or agreements, whether oral or written concerning the subject matter. Any modifications to this NDA shall not be effective unless in writing and signed by both parties thereto.
13. Neither party may assign this NDA or any interest herein without the other party's express prior written consent, except that Adobe may assign this NDA to any transferee of the business of Adobe.
14. If any term of this NDA is held by a court of competent jurisdiction to be invalid or unenforceable, then this NDA, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
15. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this NDA shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.
16. The English version of this NDA will be the version used if any dispute arises.