



## Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED, INCLUDING COUNTRIES LISTED IN SECTION 1.3 BELOW.**

The Contest is subject to all applicable federal, state, territorial, provincial, municipal and local laws and regulations.

## ELIGIBILITY AND COMPETITION PARTIES

### 1. COMPETITION ORIGINATOR; ELIGIBLE PARTICIPANTS; INELIGIBLE PARTICIPANTS

#### 1.1 Competition Originator/ Adobe

The Adobe Analytics Challenge (“**Contest**” or “**Competition**”) is originated and sponsored by Adobe Inc., its affiliates and subsidiaries, 345 Park Avenue, San Jose, California, USA, 95110 (collectively, “**Adobe**”).

#### 1.2 Eligible Participants

To be eligible, each participant (“**Participant(s)**,” “**You**,” “**Your**”) must, at all times during the Competition Period, be (a) enrolled in a full-time undergraduate or graduate program at an accredited academic institution (except for Faculty Mentors (defined below)); (b) a legal resident of a country not prohibited by Section 1.3; (c) at least age 18 years of age (or the age of majority in your jurisdiction of residence, whichever is older); and (d) able to speak English with sufficient fluency to present about your submission (defined below). Entrants may not participate on behalf of or as a representative of any corporate or other business entities. By participating in the Contest, Participants agree to be bound by these official rules (“**Official Rules**”).

#### 1.3 Ineligible Participants

The following persons are not eligible to participate in the Competition:

- a) Individuals who have previously been or currently are employees, interns, or independent contractors, officers, or directors of Adobe, or any of Adobe’s agents, representatives, advertising, promotion, publicity and fulfillment agencies, legal advisors, successors and assigns, or any other company or person that is involved with the production, design, execution, administration or distribution of this Competition (collectively, the “**Released Parties**”), or anyone who lives with (whether or not related), or who is an immediate family member of each (i.e., parents, siblings, children and their respective spouses, regardless of where they reside).
- b) Residents of BRAZIL, QUEBEC, CHINA, LUXEMBOURG, and or any country, state, province or territory under sanction by the U.S. Office of Foreign Assets Control, including the BALKANS, BELARUS, BURMA, CUBA, DR OF THE CONGO, IRAN, IRAQ, LEBANON, LIBYA, NORTH KOREA, SOMALIA, SUDAN, SYRIA, YEMEN, and ZIMBABWE. The list of sanctioned countries can change, so visit <https://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx> for a current list of sanction programs and country information.



- c) Individuals from an academic institution located in one of the prohibited countries identified in Section 1.3(b) above.
- d) Individuals who have interned with Adobe, been employed by Adobe, or have participated and won a prize in a prior Adobe Analytics Challenge (except that Faculty Mentors (defined below) who have won a prize in a prior Adobe Analytics Challenge are permitted to participate).
- e) Individuals who are currently enrolled in a full-time undergraduate or graduate program but, during the Competition Period (defined below), are set to graduate from their academic institution.

**If you, each Team Member (defined below) on your Team (defined below), and your Team’s Faculty Mentor (defined below) do not meet the eligibility requirements or your Submission (defined below) does not meet all other requirements in these Official Rules, you and your Submission are not eligible to enter or win.**

## COMPETITION SCHEDULE

### 2. COMPETITION PHASES; SCHEDULE; TIMING

**2.1 Competition Phases.** The Competition comprises of the following phases: (a) a registration phase where submissions will be accepted (“**Registration Phase**”); (b) a presentation phase where Teams will prepare a presentation Submission (defined below) and submit it to Adobe (“**Registration Phase**”); (c) a judging phase where Submissions will be scored by Judges (defined below) to select Semi-Finalists (defined below) and meetings with Adobe and/or Judges will be required (“**Judging Phase**”); and (d) a finals phase where the Finalists (defined below) will present their Submission (“**Finals Phase**”). The Registration Phase through the Finals Phase is collectively the “**Competition Period.**”

#### 2.2 Schedule

<b>Open</b> 10:00:01am Pacific Time	<b>Registration Phase</b>	<b>Presentation Phase</b>	<b>Adobe Judging Phase</b>	<b>Finals Phase</b>
	September 4, 2020	September 23, 2020	October 8, 2020	Finalists announced October 19, 2020
<b>Close</b> 11:59:59pm Pacific Time	September 22, 2020	October 7, 2020	October 16, 2020	Finals to be virtually held October 27, 2020

**2.3 Timing.** See Section 3 below for more details on each phase described above and the registration process. **EACH PARTICIPANT IS RESPONSIBLE FOR MAKING THE NECESSARY ADJUSTMENTS FOR TIMING OF THE COMPETITION PERIOD AND ALL DATES SPECIFIED IN THESE OFFICIAL RULES BASED ON PARTICIPANT’S LOCATION AND TIME ZONE.** Adobe’s computer is the official time keeping device for the Contest.



## COMPETITION TERMS

### 3. HOW TO REGISTER AND PARTICIPATE; LIMITS ON SUBMISSIONS; TEAM SUBMISSIONS; USING ADOBE CREATIVE SOFTWARE

**3.1 How to Register and Participate.** To register and participate, during the Registration Phase, complete the following steps:

- a) **Attend Kickoff (optional):** Attend one of the two one-hour kickoff web conferences with Adobe scheduled from 4:00:00 p.m. PT to 5:00:00 p.m. PT on September 3 and/or 9:00:00 a.m. PT to 10:00:00 a.m. PT on September 4, 2020 by visiting [adobeanalyticschallenge.com](http://adobeanalyticschallenge.com). This presentation will provide you an overview of the Contest as well as information on the analysis project. The meeting will be recorded and later made available for on-demand viewing.
- b) **Form Team:** Form a Team, as follows:
  - (i) Find and form a team of up to three Participants who attend the same academic institution and each individually meet the eligibility requirements in Section 1 above (each a “**Team Member**”) (together, a “**Team**”);
  - (ii) select one Team Member to be the leader of the Team (the “**Team Leader**”) (references to “**Participant**,” “**Team Member**,” and “**Team Leader**” in these Official Rules still refer to the single Participant in a one-person Team); and
  - (iii) find and select one faculty member of the Team’s accredited academic institution to be the Team’s faculty mentor (a “**Faculty Mentor**” who meets the eligibility requirements in Sections 1.2(b)-(c) and 1.3 above)
- c) **Complete Registration:** Once your Team is formed, complete the instructions below by the end of the Registration Phase (11:59:59 p.m. PT on September 22, 2020):
  - 1) First, the Team Leader must visit [adobeanalyticschallenge.com/register](http://adobeanalyticschallenge.com/register) (the “**Registration Page**”) to register as the Team Leader and follow the instructions, including providing a resumé (pdf only), their personal email address, Team name, Team password; signing any required non-disclosure agreements (“**NDA**”); and indicating their agreement to these Official Rules;
  - 2) After the Team Leader has registered, each Team Member and the Faculty Mentor must individually, during the Registration Phase, visit the Registration Page ([adobeanalyticschallenge.com/register](http://adobeanalyticschallenge.com/register)) and follow the instructions to register for the Contest, including by providing a resumé (pdf only) and their personal email address; signing any required non-disclosure agreements; and indicating their agreement to these Official Rules (except that Faculty Mentors do not need to provide a resumé and their registration is open through September 25, 2020).
- d) **Training (Optional):** After the Registration Phase, your Team will be invited to attend one of two live training sessions from 9:00:00 a.m. PT to 11:00:00 a.m. PT or 4:00 p.m. to 6:00 p.m. PT on September 23, 2020. The invitation will come from Adobe after registration is complete and each NDA is signed. The training session will be recorded and later made available for on-demand viewing.



- e) **Project Work and Submission:** After completing the Registration instructions above, each Team will be given access to Adobe Analytics and Adobe’s customer partners’ data (Faculty Mentors are not permitted to access this data). Teams must analyze a company’s digital data in Adobe’s analytics tools and build a PowerPoint presentation on the Team’s analysis, findings, and recommendations as set forth in these Official Rules and the instructions otherwise supplied by Adobe or posted on the webpage (the “**Submission**”). Submissions must comply with the Submission Guidelines in Section 4 below and be entirely in English. For clarity, Submission means any presentation and all other materials a Participant provides in connection with the Competition (including the Semi-Finalist Presentation and the Finalist Presentation). While teams may choose to use tools like Tableau, Excel, etc. to augment their presentations, please keep in mind that the primary analysis tool should be Adobe Analytics and each team may be required to spend three minutes showcasing their projects in Analysis Workspace in certain phases. A Teams’ ability to walkthrough Adobe Analytics may be factored into the judging process of certain phases. Each Team Leader must submit their Team’s PowerPoint presentation to their Team profile on [adobeanalyticschallenge.com](http://adobeanalyticschallenge.com) before 11:59:59 p.m. PT on October 7, 2020.

By submitting the Submission, each Team Member agrees that their Team’s Submission complies with these Official Rules and conforms to the Submission Guidelines below. Upon completion of the above steps and Adobe screening for compliance with these entry requirements, each Submission will be judged by an independent panel of judges selected by Adobe (“**Judges**”) as set forth in Sections 6.

Important: As set forth in Section 6 below, if your team is selected as a potential semi-finalist or finalist, additional steps will be required to continue to participate, including web-conferences and other meetings.

### **3.2 Limits on Submissions**

Each Participant in the Contest may only be a member of one Team and each Team may only submit one Submission (not including modifications made to Submissions during Judging Phase III) during the Competition Period. Participants or Teams may not use multiple email addresses or alternate user identities in an attempt to submit more Submissions than are allowed from a single Participant or Team. Submissions received by other methods will not be accepted, and no Submissions will be acknowledged or returned. Each entry must meet the requirements as specified below in Section 4. Any nonconforming Submissions will be disqualified. Altered, defaced, mutilated, illegible, or incomplete entry forms are not eligible. Adobe cannot guarantee that all persons attempting to enter will be able to participate. Faculty Mentors may serve as a Faculty Mentor to more than one Team.

### **3.3 Team Submissions**

If a Submission is developed by a Team composed of more than one Team Member, the Team Leader may be required to obtain additional written permissions from each Team Member. If requested, Team Leaders must be able to demonstrate proof of such permissions in a form acceptable to Adobe. As set forth in Section 1 and Section 3.1 above, each Team Member must satisfy the eligibility requirements and complete the registration process.

### **3.4 Using Adobe creative software**

If needed for development of a Submission, many Adobe Inc. desktop software applications, services,



and touch apps are accessible on a trial basis with Adobe Inc. 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.

## 4. SUBMISSION GUIDELINES

**4.1** All Submissions must conform to these guidelines in Section 4 (“**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 Competition, each Team Member warrants and represents that (1) he/she has the legal right and necessary permission(s) to do so (including permission from any associated Team Members); (2) his/her school and/or employer (as applicable) do not prohibit or restrict their participation in this Contest in any way; and (3) that his/her Submission (including all creative and other content comprising his/her Submission) conforms to the following:

- a) Submissions must be in either “.ppt” or “.pptx” format (e.g., other formats like Keynote files will not be accepted) and use the following naming format: school acronym team name (e.g., “MyU\_thundercats.pptx”). Slide quantity in Submissions is not limited, but must represent the actual content you plan to present in 10 minutes. Including 2-3 sentences of notes per slide to explain your findings are encouraged and will be considered part of the presentation. No supplemental materials will be reviewed;
- b) Submissions must satisfy the elements of the Judging Criteria attributes in Section 6 and must be entirely in English;
- c) For Teams composed of a single Participant, Team Leader is the sole designer, creator, and owner of the Submission, including all visual and auditory components, or has, permission to use copyrighted components, 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. By providing a Submission as a Team with multiple Team Members, each Team Member warrants 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 any Team Members’ place of business or any other third party to be confidential or prohibited or restricted for distribution or sharing in any way;
- d) If the name, likeness, or other indicia of persona of a person appears in a Submission, it should be only that of a Team Member. However, if a Submission contains the name, likeness, or other indicia of persona of persons other than a Team Member, then by submitting the Submission, the Team Leader represents he/she has permission from all recognizable persons (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;
- e) Submissions must not contain content created by a third-party, 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;



- f) Submissions must not have been previously submitted in a prior competition or promotion of any kind, or used for any other commercial, or non-personal public purpose;
- g) Submissions must not contain images or depictions of historical landmarks, or other content not created by the Participant and associated Team Members, if applicable, 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;
- h) Submissions (and the social media accounts associated with Participants and/or such Submissions) 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 Submission is sourced or submitted; and
- i) Submissions must not violate the online terms of use or privacy policy of Adobe or the website where the Submission submitting mechanism for the Competition may be hosted.

**4.2** By submitting a Submission in this Competition, each Participant warrants and represents that they have complied with the following rules at all times during the Competition: **(1) Participants may not make contact with employees of Adobe or Adobe customer partners; (2) Participants may not consult with or solicit help from Adobe employees or contractors, individuals who are not Team Members, or other outside professionals (however, Teams are permitted to consult published works in the field of digital analytics and solicit help from the Team's Faculty Mentor); (3) Participants may not grant access to or otherwise allow any individual or entity to view the Adobe customer partner data; and (4) Participants will not, and have not, published statements (or other content) that are grossly offensive or violate generally accepted standards of behavior 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.**

**4.3** 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 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 Submission, and that person must comply with these Official Rules. Participants may be required to show proof of being the authorized account holder.

**4.4** By participating in the Competition, each Participant accepts and agrees that Adobe, in its sole discretion, may disqualify any Team whose Participant(s) (whether in fact or by attempt) subverts, circumvents, or tampers with the entry process, or the lawful operation of this Competition 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.

## **5. DATA PROTECTION AND LICENSE**

### **5.1. Participants' Consent to Adobe's use of Personal Data**

By participating in this Competition and submitting a Submission, 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 Competition administration and 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).

## 5.2 Participants' License and Consent to Adobe's Use of Submissions

- a) To the fullest extent permitted by applicable law, entry into the Competition (as a Team Member, Team Leader, or Faculty Mentor) constitutes permission to use your name, hometown, aural and visual likeness, biographical information, indicia of persona, and prize information (collectively, "**Persona**") for advertising, marketing, and promotional purposes without further permission or compensation (including in a public-facing winner list). As a condition of being awarded any prize, except where prohibited by law, winner may be required to execute a consent to the use of their name, hometown, aural and visual likeness, biographical information, indicia of persona, and prize information for advertising, marketing, and promotional purposes without further permission or compensation. By entering this Competition, you consent to being contacted by Adobe for any purpose in connection with this Competition.
- b) Adobe Ownership of Submissions: Participant acknowledges and agrees that Adobe will be the sole owner of all right, title, and interest in and to all Submissions, together with any and all trademarks, copyrights, and other intellectual property rights therein. Participant hereby assigns and transfers to Adobe, without separate compensation, all right, title, and interest (including in all trademarks, copyrights, and other intellectual property and propriety rights therein) that Participant may have or acquire in the Submission. Without limiting the foregoing, Participant agrees that Adobe will have the perpetual, worldwide, exclusive right to exploit, reproduce, print, publish, perform, display, revise, edit, adapt, modify, translate, distribute, make derivative works of, and sell the Submission and any derivative work thereof, and the right to license the exercise of any such rights or refrain from the exercise of any such rights, in all manners and in all media now or later known, without any approval from or compensation to Participant. Participant agrees to take, at Adobe's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Adobe to effect, perfect or confirm Adobe's ownership rights as set forth above in this paragraph.
- c) To the fullest extent permitted by applicable law, by participating as a member of a Team that submits a Submission, 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 Inc.'s or it's sublicensees' and assignees' exploitation of his/her Submission without further notification or compensation to the Participant. "**Moral Rights**" means any right to (a) divulge the Submission to the public; (b) retract the Submission from the public; (c) object to any modification of the Submission; 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 Submission.

- d) Participation in the Competition creates no obligation (express or implied) on the part of Adobe to use, commercialize or otherwise exploit any Participant's Submission 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 Submission. Each Participant waives any right he or she may have to be mentioned as the author or creator of the Submission and Adobe has no obligation to notify you of any use of your Submission.

### **5.3 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 Competition.

### **5.4 No Opt In to future communications from Adobe required to participate**

During the Competition Period 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 Competition, and will not increase or improve a Participant's opportunity to win a prize.

## **6. ADOBE JUDGING PHASES; PROCEDURE FOR BREAKING TIES**

### **6.1 Adobe Judging - Phase I**

On or about October 8, 2020, the Judges will evaluate and score all eligible Submissions received and select the 20 Teams with the highest ranked Submissions (each a "**Semi-finalist Team**") based on each Submission's cumulative score using the below weighted criteria ("**Phase I Judging Criteria**"):

- a) Establish key business objectives and success metrics (15%)  
We want to confirm you understand what the company's business goals are as well as their Key Performance Indicators ("**KPIs**"). This information will be shared by the Adobe customer-partner with all of the Teams. We include this criterion to make sure you anchor your analysis and findings on what's important to the business.
- b) Analyze factors impacting success metrics (35%)  
We will be evaluating the quality, depth, uniqueness, and potential value of your analysis.
- c) Recommend opportunities for business improvement (35%)  
We expect to see a connection between your analysis findings and the recommendations you make. The more actionable and impactful your recommendations, the better.
- d) Professionalism and presentation design skills (15%)  
We are looking for polished presentations that are aesthetically appealing, grammatically correct, and appearing in a professional format.

On or about October 10, 2020, Adobe will notify the 20 potential Semi-finalist Teams that they have advanced to the Phase II (the Semi-finals), pending each potential Finalists response and verification by Adobe.

### **6.2 Judging - Phase II (Semi-finals)**





Each of the Semi-finalists Teams will be scheduled for a 20-minute web conference to take place on or about October 15 - 16, 2020. During this web conference, each Semi-finalist Team will present their Submission to the Judges (including 10 minutes to present their Submission's slides; 3 minutes to showcase their projects in Analysis Workspace; and up to five minutes at the end will be reserved for questions from the Judges) (a "**Semi-finalist Presentation**"). For the Semi-finals, the Judges will be comprised of experienced analytics consultants. Adobe requires each of the Semi-finalist Team Members to present a portion of the Semi-finalist Presentation. Semi-finalist Teams are not allowed to modify their Submissions before their Semi-finalist Presentation.

On or about October 17, 2020, the Judges will evaluate and score each Semi-finalist Team's Semi-finalist Presentation and select the 6 Semi-finalist Teams with the highest ranked Semi-finalist Presentations (each a "**Finalist Team**") based on each Semi-finalist Presentation's cumulative score using the below weighted criteria ("**Phase II Judging Criteria**").

- a) Establish key business objectives and success metrics (15%)  
We want to confirm you understand what the company's business goals are as well as their KPIs. This information will be shared by the customer partner with all of the teams. We include this criterion to make sure you anchor your analysis and findings on what's important to the business.
- b) Analyze factors impacting success metrics (35%)  
We will be evaluating the quality, depth, uniqueness, and potential value of your analysis.
- c) Recommend opportunities for business improvement (35%)  
We expect to see a connection between your analysis findings and the recommendations you make. The more actionable and impactful your recommendations, the better.
- d) Professionalism and communication skills (15%)  
We are looking for polished presentations that are rehearsed and presented in a professional manner.

On or about October 19, 2020, Adobe will notify the 6 potential Finalists that they have advanced to the Phase III (the "**Finals**"), pending each potential Finalists' response and verification by Adobe.

### **6.3 Judging Phase III (Finals Phase)**

Between the time that Teams are notified by Adobe that they qualified as a Finalist Team and 11:59:59 p.m. PT on October 25, 2020, each Finalist Team may modify their Submission slides (in accordance with the rules, Submission Guidelines, and restrictions governing Submissions identified in these Official Rules and any other instructional materials provided by Adobe) in preparation for the Phase III presentation. The Team Leader must submit the finalized version of their Team's Submission to Adobe by email prior to 11:59:59 p.m. PT on October 25, 2020.

Each of the Finalist Teams will be scheduled for a 20-minute web conference to take place on or about October 27, 2020. During this web conference, each Team will present their findings and recommendations to the Judges (15 minutes to present their finalized Submission's slides; 3 minutes live in Analysis Workspace; and approximately 5 minutes at the end to answer questions) (a "**Finalist Presentation**"). For this phase, the Judges will include representatives from Adobe, the customer-partner, as well as other industry experts. Adobe expects all of the Finalist Team Members to present a portion of the Finalist Presentation.

On or about October 17, 2020, the Judges will evaluate and score each Finalist Team's Finalist Presentation using the Phase II Judging Criteria. The Finalist Team whose Finalist Presentation



receives the highest score will be selected and, subject to verification and completion of any documents requested by Adobe, announced as the “First Place Winner.” The Finalist Teams with the next highest scores will, subject to verification and completion of any documents required by Adobe, will be named (in order of highest score to lowest) the “Second Place Winner,” the “Third Place Winner,” the “Fourth Place Winner,” the “Fifth Place Winner,” and the “Sixth Place Winner.” Each Participant in a Finalist Team and their respective Faculty Mentor are a potential “winner.”

#### **6.4 Procedure for breaking Ties**

In the unlikely event of a tie in scoring between Submissions, a Semi-finalist Presentation, or Finalist Presentation, the winner will be selected based on the Submission or presentation with the highest score in the “Analyze factors impacting success metrics” category. Judges reserve the right in their discretion to select fewer than the stated number of winners if there is an insufficient number of eligible Submissions, or an insufficient number of eligible Submissions meeting the minimum Judging Criteria. Adobe’s decisions are final with respect to all aspects of the Contest’s judging.

## **7. WINNER SELECTION AND NOTIFICATION; ODDS OF WINNING**

### **7.1 Winner selection and Notification**

Potential winners will be notified on or about November 10, 2020 during the live broadcast on [adobeanalyticschallenge.com](http://adobeanalyticschallenge.com) at 9:00:00 a.m. PT.

- a) Potential winners (including each Team Member) may be required to complete and return a Declaration of Eligibility and, except where prohibited, Liability/Publicity Release, tax forms, or other documents in the form provided by Adobe by the date specified by Adobe to claim the prize.
- b) If a potential winner cannot be contacted, is contacted and does not respond in a timely manner with all required information, or fails to claim the prize as directed within the time allotted following attempted notification, refuses the prize, is ineligible to accept the prize, is otherwise not in compliance with these Official Rules, or if the attempted prize notification is returned as undeliverable, then the prize at issue will be forfeited and, at Adobe’s discretion, not awarded, or awarded to an alternate Team Member(s) or Team with the next highest ranking Submission based on the applicable judging criteria. If, by reason of a print or other error, more prizes are claimed than the number set forth in these Official Rules, the prize(s) will be awarded to the person with the highest scoring Submission in accordance with the applicable judging criteria from among all eligible claimants making purportedly valid claims to award the prizes available.
- c) A Team and each Participant is not a winner, even if a prize notification is received, unless and until the Participant’s eligibility and the potential winning Submission has been verified and the Participant notified that verification is complete. Similarly, a Team is not a Semi-Finalist Team or Finalist Team until their Submission and each Participant’s eligibility and compliance with these Official Rules (including all representation and warranties herein) has been verified and the Team Leader is notified that verification is complete. Potential winners must continue to comply with these Official Rules.

### **7.2 Odds of winning**

This is a skill based Contest and chance plays no part in determining the winner(s). The odds of winning a prize will depend on the number and quality of eligible Submissions received, and the



relative skill of each Participant.

## 8. TOTAL PRIZES TO BE AWARDED; PRIZE DESCRIPTION; RETAIL VALUE (RV); DISTRIBUTION OF PRIZES FOR TEAM SUBMISSIONS

### 8.1 Total prizes to be awarded, descriptions, and aggregate RV

6 total Team prizes will be awarded and faculty prizes will be awarded, as follows:

- a) **First Place:** The First Place Winner will receive the following: (i) \$35,000 (divided equally among Team Members); and (ii) one gift bag containing Adobe and Nike products (total approximate retail value (“ARV”) of each gift bag: \$150).
- b) **Second Place:** The Second Place Winner will receive the following: (i) \$14,000 (divided equally among Team Members); and (ii) one gift bag containing Adobe and Nike products (ARV: \$150).
- c) **Third Place:** The Third Place Winner will receive the following: (i) \$6,000 (divided equally among Team Members); and (ii) one gift bag containing Adobe and Nike products (ARV: \$150).
- d) **Fourth Place:** The Fourth Place Winner will receive the following: (i) \$3,000 (divided equally among Team Members); and (ii) one gift bag containing Adobe and Nike products (ARV: \$150).
- e) **Fifth Place:** The Fifth Place Winner will receive the following: (i) \$1,500 (divided equally among Team Members); and (ii) one gift bag containing Adobe and Nike products (ARV: \$150).
- f) **Sixth Place:** The Sixth Place Winner will receive the following: (i) \$500 (divided equally among Team Members); and (ii) one gift bag containing Adobe and Nike products (ARV: \$150).

Faculty Mentors are not entitled to receive the above listed Team Member prizes. The Faculty Mentor of each Finalist Team will receive the following: (i) a one year subscription to Adobe Creative Cloud (ARV: \$360); and (ii) a one-hour of class instruction on Adobe Analytics provided by Adobe, Inc. (class will be virtual and must be redeemed by June 30, 2021).

### 8.2 Prize Restrictions and Terms.

- a) **Distribution of prizes involving multi-person Teams:** Each cash prize awarded to Finalist Teams will be divided equally among the Finalist Team’s Team Members and sent by Adobe to each Team Member individually. For example, if a one-person Team were selected as the Fifth Place Winner, that one person will receive \$1,500. If a two-person Team were selected as the Fifth Place Winner, each Team Member will receive \$750. If a three-person Team were selected as the Fifth Place Winner, each Team Member will receive \$500.
- b) ARVs quoted represent the maximum retail price or, in the absence of a maximum retail price, the prevailing market price to the best of 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. Prizes are nontransferable and all prize details, including type, color, size, etc. are at Adobe’s sole discretion. ALL PRIZES ARE AWARDED “AS IS” WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. No cash alternative to prize is available and Adobe reserves the right to substitute a prize (or portion thereof) with one of approximately equal or greater value. Participants are responsible for all applicable federal, state, territorial, provincial, municipal and local taxes, costs associated with currency exchange, or any other costs and expenses associated with prize receipt, acceptance, or use. 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 prizes and those claimed in accordance with these Official Rules will be awarded. Winners may be required to provide a shipping address and proof of residency



to claim a prize. Adobe will arrange and determine mode of delivery of prizes to winners. Allow at least 21 days for delivery of a prize.

## **9. PARTICIPANTS' AGREEMENT TO OFFICIAL RULES AND DECISIONS OF ADOBE AND JUDGES**

Participation in the Competition or receipt of any prize constitutes each Participant's and/or winner'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 Competition. Winning a prize is contingent upon Participant fulfilling all applicable requirements in these Official Rules.

## **10. GENERAL**

### **10.1 Adobe's right to cancel, terminate or modify the Competition; miscellaneous**

Adobe reserves the right to cancel, terminate, or modify the Competition, or any portion thereof, if in Adobe's opinion the Competition 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 Submissions, a pandemic, an epidemic, or a business interruption, and to select potential winner(s) from among eligible, non-suspect Submissions 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. The use of "includes" or "including" is illustrative and not limiting.

### **10.2 Limitations of liability**

The Released Parties (defined in Section 1.3) do not guarantee the processing or posting of any Submission, 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 Competition, or any Submission, 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 Competition, or for Submissions 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 Competition, its administration, the processing of Submissions, or the announcement of winners.

### **10.3 Release of claims**

By participating in the Competition 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 Competition, any Competition related activity, or any Submission submitted, or the shipping and handling, receipt, possession, loss, use or misuse of any prize 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 Submissions and submit them to the Competition Judges (and ultimately to award prizes) according to the procedures and criteria set forth in these Official Rules, that these obligations are fair and adequate consideration for any Submission submitted, and Participant is not entitled to and will not seek any further compensation.

#### **10.4 Not an offer or contract of employment**

This is a competition for prizes only and NOT AN OFFER OR CONTRACT FOR EMPLOYMENT. Under no circumstances will participation in this Competition, the submission of a Submission, awarding of a prize, or anything in these Official Rules be construed as an offer or contract of employment with the 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 Submission in this Competition.

#### **10.5 Governing law; venue; disputes.**

EACH ENTRANT AGREES THAT ANY DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA (SAN JOSE DIVISION) OR THE APPROPRIATE STATE COURT LOCATED IN SANTA CLARA COUNTY, CALIFORNIA. THESE OFFICIAL RULES ARE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CHOICE OF LAW OR CONFLICT OF LAWS RULES. YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMIT TO THE JURISDICTION OF THOSE COURTS.

#### **10.6 Winners' list**

For a copy of the winner list, send a stamped, self-addressed, business-size envelope for arrival after October 29, 2020 and before October 29, 2021 to the address listed in Section 1 above, Attn: 2020 Adobe Analytics Challenge. To obtain a copy of these Official Rules, visit [adobeanalyticschallenge.com](http://adobeanalyticschallenge.com) or send a stamped, self-addressed business-size envelope to the address listed in Section 1 above, Attn: 2020 Adobe Analytics Challenge. VT residents may omit return postage. A Winners list may be posted on the Adobe Analytics Challenge website, [adobeanalyticschallenge.com](http://adobeanalyticschallenge.com), after November 10, 2020 when finalized.

#### **10.7 Contact**

Additionally, for any comments, suggestions or complaints arising from these Contest terms and conditions, please call **888-962-7483** for customer service, available from Monday to Friday from 9am – 5pm – PST.