

Sweepstakes Details and Rules

ESEMINAR SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. ATTENDANCE OF ESEMINAR IS NOT REQUIRED TO ENTER OR WIN. The eSeminar Sweepstakes (the "Sweepstakes") opens October 19, 2009 and closes at the end of registration at 11:59:00pm PDT on the date of the eSeminar. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. Winners' names will be randomly drawn from all entries received. Sweepstakes is sponsored by Adobe Systems Incorporated, 345 Park Ave. San Jose, CA 95110 ("Sponsor").

(1) **ELIGIBILITY:** The Sweepstakes is open to legal residents of the U.S. and Canada only, and to non-citizens visiting the U.S. or Canada on an eligible work or student visa. Participants must be age 18 or older as of the date of entry to be eligible. Residents of jurisdictions prohibiting such promotions should consider this offer void, including residents of Quebec. All federal, state, provincial and local laws and regulations apply. In the event this Sweepstakes is compromised in any way, electronically or otherwise, that is beyond the control of Sponsor, Sponsor reserves the right to withdraw the transmission of this Sweepstakes.

(2) **HOW TO ENTER:** Participants may enter the Sweepstakes by registering for the eSeminar contained in the participant's invitation. If entry via the Web is not possible, participants may send a 3X5 postcard, containing name, address, telephone number and email address. The postcard can be sent care of:

eSeminar Sweepstakes
345 Park Ave
MAILSTOP E14-610
San Jose, CA 95110

One entry per person per eSeminar is permitted, as determined by email and/or home address. All entries become the property of Sponsor and will not be acknowledged or returned. Entries must be received by the end of the registration date 11:59:00 PDT on the day of the eSeminar, and all mail entries must be received by Sponsor by date of the eSeminar.

(3) **PRIZES:** One winner will be selected, each to receive one (1) Adobe® Creative Suite® 4 Design Premium software valued at approximately USD\$1799.00 each. No alternative prize, cash equivalent, or other substitution is permitted except by Sponsor in the event of prize unavailability. Prize is nontransferable. All federal, state and/or local taxes are the responsibility of the winners. Participants are responsible for all internet access fees, service charges, and any other fees associated with the use of the prize.

(4) **SELECTION OF WINNER:** The winners will be determined by random drawing of all eligible entries received. Odds of winning a prize are based on the number of eligible entries received. Winners will be notified by email or telephone within 5 business days of the selection, at which time a full shipping address and phone number will be required for fulfillment of the prize. Winners will have 15 days from notification to accept the prize by replying to notification email. Sponsor is not responsible for late, lost, misdirected or unsuccessful efforts to notify the winners. All taxes on prizes, including income taxes, and any incidental expenses associated with collection of a prize, are the responsibility of the winners. Winners assume all liability for any damages caused, or claimed to be caused, by participation or by any prize, and release Sponsor from any such liability. Winners may be required to sign and return a Release of

Liability, Declaration or Affidavit of Eligibility, and where lawful, a Publicity Consent Agreement, all within 15 days of receipt by winners as a condition of receiving the prize. If winner is a resident of Canada, they may be required to correctly answer a math question provided by Sponsor. Answer to the math question, if required, must be returned to Sponsor within fifteen (15) days of receipt by winner. If a selected winner cannot be contacted, is ineligible, fails to claim a prize or fails to timely return the completed and executed declaration and releases as required, prizes may be forfeited, and an alternative winner selected. Prizes will be sent no later than 6 weeks after acceptance.

(5) TERMS AND CONDITIONS: Conduct of Sweepstakes and selection of winners are at Sponsor's sole discretion, and Sponsor's decisions are final and binding. Sponsor and its agents, representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and legal advisors are not responsible for, and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible or postage-due entries; (ii) any condition caused by events beyond the control of Sponsor that may cause the Sweepstakes to be disrupted or corrupted; (iii) any printing or typographical errors in any materials associated with the Sweepstakes; (iv) any injuries, losses or damages of any kind, arising in connection with or as a result of the prize or acceptance, possession or use of the prize, or from participation in the Sweepstakes. By participating in the Sweepstakes, each participant agrees to release and hold Sponsor and the employees, officers, directors, shareholders, agents, representatives, affiliates, subsidiaries, advertising, promotion and fulfillment agencies and legal advisors, harmless from any and all losses, damages, rights, claims and actions of any kind, in connection with the Sweepstakes or resulting from participant's Sweepstakes participation, acceptance, possession or use of any prize, including, without limitation, personal injury, death and property damage, and claims based on publicity rights, defamation, or invasion of privacy. Entrants agree to abide by these Official Rules and by the decisions of Sponsor, which are final. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant and Sponsor in connection with Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of California.