

2007 Adobe® AIR™ Developer Derby: OFFICIAL RULES

The 2007 Adobe AIR Developer Derby ("**Contest**") is an international competition open to software and web application developers to showcase their skill in using Adobe AIR Beta software ("**Adobe Air**"). Contest Participants, as defined below, may compete in one or more application category (business application, community application, or "wild card," including games and general utilities) and one application will be judged "best of show." The Contest is sponsored by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA, USA, 95110 ("**Sponsor**").

1. Timing: The Contest begins on June 11, 2007 8:00 a.m. U.S. Eastern Daylight Saving Time (EDT) and ends on September 5, 2007. All entries must be submitted no later than September 5, 2007 11:59p.m. (EDT).

2. Eligibility: The Contest is open to individuals who are 18 years of age or older or who have attained the age of majority in their respective states or countries, and is open to individuals who are citizens or working or studying under a valid visa/permit in the 50 United States (including Washington D.C.), Canada, the United Kingdom, Ireland, Switzerland, France, Germany, Austria, Sweden, Norway, Finland and Denmark, The Netherlands, Belgium, Italy, Australia, New Zealand, Japan, Korea, Singapore, the People's Republic of China, Taiwan, Hong Kong, Croatia, the Czech Republic, Hungary, India, Portugal, Spain, and Turkey. Only natural persons are eligible to participate in this Contest; corporate entities and the like are ineligible. Eligible individuals are "**Contest Participants**." Contest Participants may enter individually or as part of a group (both hereafter referred to as, "**Entrants**"). For Entrants consisting of more than one Contest Participant, every Contest Participant must be listed on the entry form and must meet these eligibility requirements, and one Contest Participant must be designated on the entry form as lead team member for the group ("**Team Leader**"). Employees, independent contractors, officers, and directors of Sponsor, its affiliates, subsidiaries, partners, advertising, promotion, and fulfillment agencies, and legal advisors, the judging panel, and the immediate family members and persons living in the same household of such persons, are not eligible to participate in the Contest. All federal, state, provincial, and local laws and regulations apply. Void where prohibited.

3. How to Enter: All Entrants (individual and group) must complete the official online form for the 2007 Adobe AIR Derby available at <http://www.adobe.com/go/airderby> in its entirety. Every Contest Participant must be listed on the official online form and the Team Leader must indicate his or her assent to the terms of these Official Rules where requested on the form. By expressing assent in his or her capacity as Team Leader, the Team Leader represents and warrants that all Contest Participants constituting the Entrant agree and accept these Official Rules as binding on each of them, jointly and severally. Each Entrant must submit an application created using Adobe AIR Beta software (available for free by download at <http://labs.adobe.com>) that meets the criteria set forth below and complies with these Official Rules. Entrants' applications, together with any relevant attachments such as documentation for the application, constitute their "**Entry(ies)**" for purposes of the Contest. Entries must be accessible via a URL. . Each Entry must comply with the following:

- A.** The application must be innovative. This can mean groundbreaking development, or interesting/unusual content.
- B.** The application and any associated data sources must be accessible for up to 120

days after the winners are announced.

- C. All work must be original (no plagiarized images, text, or other content).
- D. Applications may not contain pornography or other offensive materials as solely determined by Adobe.
- E. Applications must run and function correctly on Mac and Windows® (exceptions may be made due to bugs in the Adobe AIR runtime).
- F. Applications must not include malicious code, such as spyware, easter eggs, etc., or anything that intentionally interferes with operation of user's systems or networks.
- G. Entrants must own all copyrights and other intellectual property rights in the application including any associated software code, data sources, images, and text, or have properly obtained license to such rights from a third party, to allow it and Sponsor to use, make, distribute, copy, display and otherwise exploit the application. Sponsor may request documentation and other materials needed to confirm such rights. (See Section 5 below.)

Any Entry not complying with the above entry requirements will not be eligible for any prize. LIMIT: Entrants are limited to one (1) Entry per category. Sponsor accepts no responsibility for Entries that are lost or damaged in transit.

4. Categories & Judging: Conformance of Entries with these Official Rules shall be determined by the judges, whose decisions on all matters related to this Contest are final. Altered, illegible, or incomplete entry forms will be disqualified. After each Entry is screened for compliance with the entry requirements by Sponsor, it will be judged by an independent panel of judges selected by the Sponsor in accordance with the criteria set forth below. The judges' decisions are final and binding. Judges retain the right to reclassify Entries from one category to another as it deems appropriate. In such circumstances where judges reclassify an Entry from one category to another but the Entrant has already submitted another entry in the same category, only the Entry correctly classified by the Entrant will be assessed. There will be three (3) categories in total. Each of the first two (2) categories will have two (2) winning Entrants; the third category, as listed below will have one (1) winning Entrant. Winning Entrants in these categories are "**Category Winners.**" For clarification, a Category Winner consists of one Entrant, regardless of whether the Entrant is comprised of a single Contest Participant or a group of Contest Participants. Contest Participants within a group are NOT considered separate Category Winners. One (1) "**Best of Show Winner**" will be judged from among the Category Winners. Thus, there shall be a maximum total of six (6) prizes awarded to Entrants. Entries shall be judged on a points system based on (a) innovation, (b) visual design and appeal, (c) usability, and (d) application of Adobe AIR functionality. Tied Entries will be reevaluated by the judges in accordance with the same criteria. Chance plays no part in the determination of the winners. The categories available for Entries are as follows:

A. Business Application: This category is for an application with a business and/or enterprise focus that utilizes Adobe AIR functionality. Example applications might include (but are not limited to) data entry applications, data analysis tools and/or desktop visualization of online data. Prizes will be awarded to Entrants for:

- The Best AIR application built with HTML / JavaScript; and
- The Best AIR application built with Flash® / Flex™

B. Community / Web 2.0 Application: This category is for an Adobe AIR application with a community / social focus that combines content from one or more

sources. Example applications will utilize web APIs, complement existing web applications, and take advantage of Adobe AIR functionality. Example applications include (but are not limited to) social networks, MashUps and Chat applications. Prizes will be awarded to Entrants for:

- The Best AIR application built with HTML / JavaScript /, and
- The Best AIR application built with Flash / Flex

C. Wild Card: This category is for Adobe AIR applications that cannot be defined by any of the other contest categories. This includes, but is not limited to games and general utilities. One prize will be awarded to an Entrant for this category.

D. Best of Show: The winner for this category will be selected from one of the Category Winners as the overall top application that utilizes the Adobe AIR runtime.

5. Copyright Ownership/License: By participating in the Contest, each Contest Participant warrants that his or her contribution to an Entry is original, non-infringing, and non-confidential. Contest Participant further warrants that he or she owns all copyrights and other intellectual property rights in his or her contribution to the Entry (including any associated software code, data sources, images, and text) or has properly obtained a license or written permission to such rights from a third party, to allow him or her and Sponsor to use, make, distribute, copy, display and otherwise exploit the application in accordance with these terms. Sponsor may request documentation and other materials needed to confirm such rights. A breach of the warranties set forth above will result in invalidation of the Entry to which the Contest Participant has contributed. In addition, each Contest Participant indemnifies the Sponsor (jointly and severally, if applicable) against all losses, damages and costs incurred by Sponsor arising from that Contest Participant's breach of the warranty set forth above. Sponsor, in its sole discretion, may feature any Entry submitted in this Contest on <http://www.adobe.com>, any related websites, in any promotional materials, whether related or un-related to the Contest, and at any other location, whether physical or online, that Sponsor, in its sole discretion, deems appropriate for the operation and promotion of this Contest. Furthermore, by participating in the Contest, each Contest Participant irrevocably grants to the Sponsor a royalty-free, non-exclusive, transferable, worldwide, perpetual license to use and exploit all intellectual property rights (including without limitation, copyright) in and to the Entry including, without limitation, the license to use, reproduce, distribute, publicly perform, publicly display, communicate to the public, modify for purposes of publicly performing, publicly displaying and communicating to the public, and prepare derivative works based upon the Entry, for the purposes of advertising and promoting Adobe products and services, and for inclusion in and distribution with Adobe products; and consents to the Sponsor doing any acts with respect to the Entry that may otherwise constitute an infringement of the Contest Participant's moral rights, to the extent such consent is legally enforceable under applicable copyright law. For the avoidance of doubt, the Sponsors may use all or any part of an Entry for any purposes at its discretion, including, without limitation, using the Contest Participant's Entry or contribution thereto for promotional, marketing or publicity purposes, whether with respect to this Contest, the Sponsor, or otherwise. To the extent that such a license is ineffective or unenforceable, Contest Participant shall sign a license agreement providing to Sponsor a royalty-free, non-exclusive, two-year (2), worldwide license to use, reproduce, distribute, publicly perform, publicly display, communicate to the public, modify, and prepare derivative works based upon the Entry for the purposes of advertising and promoting Adobe products, as well as to include in and distribution with Adobe products. Each Contest

Participant further agrees to execute any and all documents necessary to effectuate such license.

6. Prizes:

- Five (5) Category Winners.
 - Category Winner receives one "Ultimate Development Environment", which includes, one (1) Mac Pro 8Core with 4 gigs ram, 1.5 TB (2x75)of Storage; two (2) Dell 2707WFP 27" Widescreen Monitors; one (1) Sony Playstation 3; one (1) \$200 gift certificate to Amazon.com (approximately €149); one (1) Herman Miller Aeron Chair; one (1) copy of Adobe Creative Suite® 3 Master Collection for Macintosh; one (1) copy of Adobe Flex™ Builder™ version 3, Macintosh edition; one (1) Bose Quiet Comfort 3 Noise Canceling Headphones; and one (1) squishy stress ball. Total approximate prize value: \$9,000 US (approximately €6,693) All correspondence with the Category Winner will be addressed to the Team Leader for the Entrant and Sponsor takes no responsibility for how the Contest Participants constituting an Entrant share the individual items in the "Ultimate Development Environment."
 - In addition, the Category Winner wins a trip to Chicago, Illinois, USA for one (1) person to attend MAX 2007, September 30-October 3, 2007, including non-refundable coach (economy) class roundtrip airfare (if winner resides outside the metropolitan Chicago area), five nights accommodation in a hotel selected by Sponsor and a full conference pass to the MAX 2007. All other trip expenses will be the responsibility of the Category Winner. All travel must be booked by Sponsor's corporate travel agent. Airline will be designated by Sponsor and will be determined based on the origin of the Category Winner. Total flight and hotel accommodations value shall not exceed \$10,000 US (approximately €7,437,57) Total approximate value including MAX 2007 conference pass: \$11,400 US (approximately €7,437,57).. Alternatively, Category Winner may elect to receive one or more travel vouchers good for travel and accommodations to MAX 2007 booked through Sponsor's designated agent with a total value of up to \$10,000 US (approximately €7,437,57). All members of Category Winner who choose to travel to MAX 2007 receive a full conference pass (approximate value: \$1,400 US – approximately €1,041.21). Travel vouchers may be subject to additional terms and conditions. The alternative prize is designed to take into account that some Entrants may consist of more than one Contest Participant. Category Winner (and any member of Category Winner who chooses to travel to MAX 2007) shall be responsible exclusively for understanding which documents, such as visas and passports, are required for travel, and for attaining and maintaining such documents at his or her own cost. If after booking travel and accommodations for MAX 2007, the Category Winner fails to receive or maintain such documents, or is not available to travel at the specified dates and times, the Category Winner shall be deemed to have forfeited the prize without compensation of any kind to Category Winner.
- One (1) Best of Show Winner: The Best of Show Winner receives a travel opportunity of a lifetime: Travel valued at up to \$100,000 US (approximately €74,375). Best of Show Winner receives a travel voucher (or multiple travel

vouchers taking into account that some Entrants may consist of more than one Contest Participant) in a total amount not to exceed \$100,000 US (approximately €74,375). Best of Show Winner must work directly with travel agent designated by Sponsor to plan travel. Travel must be booked within one year from date voucher is awarded. Travel certificate covers only travel that can be booked through travel agent. All other expenses, including without limitation spending money, food and beverages, or any other incidental costs are the Best of Show Winner's responsibility exclusively. Travel vouchers may be subject to additional terms and conditions of the individual service providers. Unused portion of travel vouchers may expire. TOTAL APPROXIMATE VALUE OF PRIZE FOR CATEGORY WINNER: \$100,000 US (approximately €74,375).

Because this is a contest of skill, winning is dependent upon the quality of Entries received. All prizes will be awarded unless there are fewer eligible Entries for a Category than prizes for that Category. No alternative prize, cash, or other substitution is allowed except as set forth in these Official Rules or permitted by Sponsor, in its sole discretion, in the event of prize unavailability. Prizes are non-assignable/non-transferable. Travel vouchers must be issued in the name of a Contest Participant from a Category Winner or Best of Show Winner, as applicable. Unless otherwise informed by the winning Entrant, Sponsor will award prizes to the named team leader of the Entrant. All applicable federal, state, provincial, and local taxes, if any, are the responsibility exclusively of the winners. Prize values are approximate and winners are not entitled to any difference between the stated approximate value and the actual value.

7. Notification: Entries will be judged between September 5, 2007 and September 17, 2007. All notified potential winners are subject to verification of eligibility and compliance with the Official Rules. Upon final verification, potential Category Winners will be notified by e-mail or telephone and will have ten (10) days from receipt of notification to accept the prize by e-mail. Such acceptance will include the execution of a declaration of compliance as well as a release of liability and publicity release (except where prohibited by law). If a selected winner cannot be contacted, is ineligible, fails to acknowledge winning status within the specified time frame, or fails to comply with any term or condition of these Official Rules, including without limitation the requirement to return the executed declaration and releases described above within the specified time frame, the potential winner will be deemed to have forfeited the prize and an alternate potential winner may be selected. From the confirmed, verified winners, Sponsor will select the Best of Show Winner and notify that Entrant in the manner described above.

8. General Terms and Conditions:

- Sponsor is not responsible for and shall not be liable for: (i) lost, late, delayed, damaged, incomplete, illegible, unintelligible, or misdirected Entries; (ii) telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, or difficulties of any kind (iii) failed, incomplete, partial, garbled, or delayed computer transmissions; (iv) any condition caused by events beyond the control of Sponsor that may cause the Contest to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of a prize, or acceptance, possession, or use of a prize, or from participation in the Contest; (vi) any printing or typographical errors in any materials associated with the Contest (not applicable in Spain); (vii) any regional, state, or local laws or regulations

violated during the creation of the Entries by the Contest Participant(s). In the case of Australia, the limitations of liability in this sub-clause do not operate in respect of any implied condition or warranty the exclusion of which from these Official Rules would contravene any Australian statute or cause any part of these Official Rules to be void.

- Sponsor reserves the right to suspend, cancel, or modify the Contest if fraud or technical failure corrupts the administration, security, or proper conduct of the Contest, as determined by Sponsor in its sole discretion.
- Sponsor shall not be responsible for acts and omission of providers of travel, accommodations or other third party services connected with the prizes. Not limiting the foregoing, each Contest Participant agrees to release and hold Sponsor harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Contest, including without limitation any injury that results from loss or damage to any Entry, or resulting from acceptance, possession, or use of any prize, including without limitation, personal injury, death, property damage, and claims based upon intellectual property infringement, publicity rights, defamation, or invasion of privacy. Notwithstanding the foregoing, the preceding release of liability will not apply with respect to fraud or to personal injury, death, or damage to property caused by Sponsor negligence against Contest Participants residing in India and France, and will not apply with respect to personal injury or death caused by Sponsor negligence against Contest Participants residing in the United Kingdom, Austria, Germany, Canada, New Zealand, Korea, Hong Kong, Hungary, or Portugal. The preceding release of liability only applies to ordinary or minor negligence caused by Sponsor against Contest Participants residing in Spain, Finland, or Austria (with respect to damage to property).
- Each Contest Participant agrees that Sponsor's only obligation is to submit Entries from eligible Contest Participants to the judges according to the procedures and criteria set forth in these Official Rules, and award the prizes set forth herein to winners, subject to the terms and conditions herein. Contest Participant agrees that Sponsor's obligation is fair and adequate consideration for any Entry submitted and the license obtained to the Entry herein, and that Contest Participant is not entitled to and shall not seek any further compensation.
- Each Contest Participant agrees that by submitting an Entry, he or she allows the use of his or her personal data, name, likeness, and/or voice in publicity or advertising or for any other purpose relating to the Contest without compensation, except where prohibited. Sponsor will be collecting Contest Participants' names, their countries of residence, telephone numbers, company names, and email addresses only ("Personal Data"). The Personal Data will be held by Sponsor for the duration of the Contest and thereafter for fulfillment of prizes and for future communication about Adobe products and services. The Personal Data may be shared with selected third parties unless Contest Participant has expressly opted not to have it shared. Contest Participant has a right of access to and of modification and withdrawal of that person's own Personal Data. Contest Participants have the right of opposition to the data collection, under certain circumstances. To exercise such right, they may write to Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA, USA 95110. The data controller and the recipient of the data is Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA, USA 95110. The data collected are going to be transferred to the U.S. Except for compulsory rules of local law prevailing over the following choice of law provision,, all issues and questions concerning the construction, validity, interpretation, and

enforceability of these Official Rules, or the rights and obligations of Contest Participant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of California, USA, 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.

- Where permitted by law, Contest Participant agrees that any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded, other than the administration of the Contest or the determination of winners shall 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 California State Court located in Santa Clara County, California.

9. Winners List: A winners list will be posted on the Adobe website, <http://www.adobe.com/go/airderby> by October 5, 2007.

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