

2006 Adobe Flex Developer Derby : OFFICIAL RULES

Participation in the Adobe Flex Developer Derby ("Contest") constitutes Contestant's full and unconditional agreement to and acceptance of these Official Rules. Adobe will conduct one contest, and six (6) winners will be selected. The Contest is sponsored by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA, USA, 95110 ("Sponsor").

1. **Timing:** Contest begins on March 20, 2006, and ends on May 31, 2006. All internet entries must be received no later than 11:59 p.m. PST on May 31, 2006.

2. **Eligibility:** Contest is open to all individuals age 18 years or older who are residents of the United States or Canada (excluding the Province of Quebec) with internet access, who are using the Adobe® Flex™2.0 Beta software. Employees, independent contractors, officers, and directors of Sponsor, its affiliates, subsidiaries, 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. **Categories & Judging:** Each entry must meet the requirements, in Sponsor's sole discretion, to be considered as specified here in Section 3 and below in Section 4. Submitted application must be built with Adobe Flex 2.0 Beta software, version Beta 2 or Beta 3. Application must include interactive elements; and Application must be virus-free. Any non-conforming entries will be disqualified. Altered, defaced, mutilated, illegible, or incomplete Entry Forms are not eligible and will result in disqualification of entry. Entries that contain any content that is pornographic in nature, lewd, or sexually explicit, in Sponsor's sole discretion, will be disqualified. After each entry is screened for compliance with the entry requirements, it will be judged by an independent panel of judges selected by the Sponsor. The judges' decisions are final and binding. Each of the six (6) categories will have one Category Winner. The entries shall be judged in each category on a points system based on originality, ease-of-use, design, and use of Flex features. The categories available for entries are as follows:

A. Data Dashboards: Provide a live visual window into business processes or snapshots of business intelligence that drives insight in a variety of configurations, potentially from multiple applications or databases.

B. Mashups: Combine content from more than one source to create a new application. Content often comes from public APIs or data feeds like RSS and Atom.

C. Product Configurators / Self-service Guided Applications: A personalized, customizable shopping experience. You will generally define a base model or service type and then allow configuration or filtering based on available options, using changes to the visual presentation and associated data to guide the user to a more informed decision.

D. Communication /Collaboration: Allow two or more users to work together, in real-time and in context, to achieve a specific objective. If communication between users is required, the application uses some combination of audio, video, and text.

E. Components /Gadgets: Use components or UI gadgets in an intuitive and

appropriate way to increase usability of DHTML or standard web applications.

F. Just Freakin' Cool (aka: Wild Card): An application that can't be defined by one of the other categories.

4. How to Enter: Application [entry forms](#) are exclusively available from the Contest entry Web page. Complete the entry form online in its entirety. You will receive an email confirmation for your entry. By submitting an entry you warrant that you are authorized to submit the information on the Contest form and that the Contest form does not contain information considered by your place of business or any other third party to be confidential. Any entry not complying with the above entry requirements will not be eligible for any prize. One (1) entry per person per category. In all cases, entries become the exclusive property of Adobe and will not be acknowledged or returned. Sponsor accepts no responsibility for entries that are lost or damaged in transit. Sponsor shall use reasonable care to prevent any loss or damage to entries received by Sponsor; however, Sponsor shall not be liable for direct, indirect or consequential loss that results from the loss or damage to any entry. Unless prohibited by law, Sponsor's liability shall be limited to US\$50.00.

5. Copyright Ownership

By submitting an entry to a category, Contestant warrants that Contestant is the sole developer, creator, and owner of the source code, artwork, including all visual and auditory components, or has permission to use copyrighted components, and further warrants that the artwork does not contain information considered by Contestant's place of business or any other third party to be confidential.

6. Prizes: Six(6) winners will be selected; one from each category. Each winner will receive one (1) 42 inch Samsung plasma television, valued at \$2,999US and one (1) Microsoft® Xbox 360™ gaming system, valued at \$399US. No alternative cash prize or other substitution is allowed except by Sponsor in the event of prize unavailability. Prizes are non-assignable/non-transferable. All federal, state, provincial and local taxes are the sole responsibility of the winners.

7. Winner Notification: Entries will be judged between June 5, 2006, and June 9, 2006. Winners will be notified by courier, e-mail or telephone and will have 5 days from receipt of notification to accept the prize by U.S. mail or courier. Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. If a selected winner cannot be contacted, is ineligible, fails to claim prize or fails to comply with any term or condition of these Official Rules, prize may be forfeited and an alternate winner selected. Winners will be required to sign and return a declaration of eligibility, license agreement and, where lawful, a publicity consent agreement as a condition of receiving prize. If a selected winner fails to return in a timely manner the completed and executed declaration, license and consent as required, prize may be forfeited and an alternate winner selected.

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; (vii) any regional, state, or local laws or regulations violated during the creation of the entries by the entrant(s). Sponsor reserves the right to suspend, cancel, or modify the Contest if fraud or technical failure corrupts the administration, security, or proper play of the Contest, as determined by Sponsor in its sole discretion. Each Contestant 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 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. Each Contestant agrees that Sponsor's only obligation is to submit entries from eligible Contestants 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. Contestant agrees that Sponsor's obligation is fair and adequate consideration for any entry submitted, and that Contestant is not entitled to and shall not seek any further compensation. Each Contestant agrees that if his or her entry is selected as a winning entry, as a condition of receiving a prize, Contestant shall sign a license agreement granting to Adobe a royalty-free, non-exclusive, perpetual, worldwide license to use, reproduce, distribute, publicly perform, and publicly display for the purposes of advertising and promoting Adobe products. Each Contestant further agrees to execute any and all documents necessary to effectuate such license. Each Contestant 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 relating to the Contest without compensation. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Contestant and Sponsor in connection with the Contest, 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.

9. Winners List: A [Winners list](#) will be posted on the Adobe Web site after June 19, 2006.

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