

2010 Art Institutes Design Competition: Official Rules



The Art Institutes™

The Art Institutes is a system of over 45 education institutions located throughout North America.

Participation in the 2010 Art Institutes Design Competition ("Competition") constitutes the Competitor's full and unconditional agreement to and acceptance of these Official Rules. The Competition is co-sponsored by Adobe Systems Incorporated, 345 Park Avenue, San Jose, CA, USA, 95110 ("Adobe") and The Art Institutes International LLC ("The Art Institutes").

- **Timing:** The Competition begins on January 11, 2010, and ends on March 26, 2010. Entrants must submit entries online at www.adobeaicontest.com by March 26, 2010. Entries must be submitted online at www.adobeaicontest.com in the following format: Acrobat PDF 1MB maximum file size. Entry/release forms must be submitted to faculty representatives or Public Relations Directors by March 26, 2010. Your school's Public Relations Director or faculty representative will submit your Entry/Release Form to the Competition judges.
- **Eligibility:** The Competition is open to all individuals age 18 years or older who are currently enrolled at an Art Institutes school and will not graduate before June 2010. Employees, independent contractors, officers, and directors of Co-Sponsor Adobe and Co-Sponsor The Art Institutes, their affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors, the judge, and the immediate family members and persons living in the same household of such persons, are not eligible to participate in the Competition. All federal, state, provincial, and local laws and regulations apply. Void where prohibited.
- **Category and Entry Requirements:** "Print Design" is the only category in the Competition. Acceptable entries include posters, flyers, single-page print advertisements, and other single-page unbound documents. An entry must be created primarily (more than 50%) with Adobe tools such as Adobe® InDesign®, Adobe Illustrator®, Adobe Photoshop®, and Adobe Acrobat® software, as well as other Adobe products. Entries must be submitted in print format with accompanying original digital files in Adobe software format. Any non-conforming entries will be disqualified. Incomplete entries will be disqualified. Entries that contain any content that is pornographic in nature, lewd, or sexually explicit, in either Co-Sponsor Adobe's lone discretion or Co-Sponsor The Art Institutes' lone discretion, will be disqualified.
- **Judging:** After each entry is screened for compliance with the entry requirements, it will be judged by Art Institutes faculty members and Adobe. The judge's decisions are final and binding and non-disputable. The judges retain the right to select only components of the submission for honors. There will be a First-Place Prize, Second-Place Prize, and Third-Place Prize awarded, unless the judges determine that the entry quality does not warrant the award of all three prizes.
- **Copyright Ownership:** By submitting an entry, the Competitor warrants that the Competitor is the sole designer, creator, and owner of the artwork, including all visual components, and the Competitor further warrants that the artwork does not contain information considered by the Competitor's place of business or any other third party to be confidential. Events and publications depicted in entries must be fictional and original. No images of celebrities, historical figures, or other copyrighted images may be used.
- **Prizes:**
 - The First-Place Prize (Grand Prize) winner and a faculty sponsor will each receive an all-expenses-paid trip to attend the HOW Design Conference (Approximate value: US\$2000.00*) in Denver, CO June 6–7; and the first-place winner will also receive Adobe Creative Suite® 4 Design Premium software (Approximate value: US\$599.00) and a Canon® PowerShot digital camera (Approximate value: US\$499.00).
 - The Second-Place Prize winner will receive Adobe Creative Suite 4 Design Premium software (Approximate value: US\$599.00) and a Canon PowerShot digital camera (Approximate value: US\$449.00).
 - The Third-Place Prize winner will receive Adobe Creative Suite 4 Design Premium software (Approximate value: US\$599.00).
- **Winners Notification:** First-Place, Second-Place, and Third-Place winners will be notified by courier, e-mail or telephone about their awards by April 21, 2010. The names and schools of the First-Place, Second-Place, and Third-Place winners will be posted at <http://www.adobe.com/education/special/aicontest> by April 23, 2010. Co-Sponsor Adobe and Co-Sponsor The Art Institutes are not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify First-Place, Second-Place, and Third-Place winners. If a selected First-Place, Second-Place, or Third-Place winner cannot be contacted, is ineligible, fails to acknowledge status, or fails to comply with any term or condition of these Official Rules, the prize may be forfeited and an alternate winner selected. Winners will be required to sign and return a liability release, declaration of eligibility, license agreement, and, where lawful, a publicity consent agreement, all within 10 days of receipt by the winner as a condition of receiving the prize.
- **General Terms and Conditions:** Co-Sponsor Adobe and Co-Sponsor The Art Institutes are 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 Competition 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 Competition; or (vi) any printing or typographical errors in any materials associated with the Competition.

Co-Sponsor Adobe and Co-Sponsor The Art Institutes each reserves the right to suspend, cancel, or modify the Competition if fraud or technical failure corrupts the administration, security, or proper play of the Competition, as determined by Co-Sponsor Adobe and/or Co-Sponsor The Art Institutes in their sole or joint discretion. Each Competitor agrees to release and hold Co-Sponsor Adobe and Co-Sponsor The Art Institutes harmless from any and all losses, damages, rights, claims, and actions of any kind in connection with the Competition 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 Competitor agrees that Co-Sponsor Adobe's only obligation and Co-Sponsor The Art Institutes only obligation is to submit entries from eligible Competitors 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. The Competitor agrees that Co-Sponsor Adobe's obligation and Co-Sponsor The Art Institutes obligation is fair and adequate consideration for any entry submitted, and that the Competitor is not entitled to and shall not seek any further compensation. Each Competitor agrees that if his or her entry is selected as a winning entry, as a condition of receiving a prize, the Competitor shall sign a license agreement granting Co-Sponsor Adobe a royalty-free, non-exclusive, perpetual, worldwide license to use, reproduce, distribute, publicly perform, publicly display, modify for purposes of publicly performing and publicly displaying, and prepare derivative works based upon the Competitor's entry, for the purposes of advertising and promoting Adobe products, and for inclusion in and distribution with Adobe products. Each Competitor further agrees to execute any and all documents necessary to effectuate such license. Each Competitor agrees that by submitting an entry, he or she allows the use of his or her name, likeness, and/or voice in publicity or advertising relating to the Competition without compensation. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Competitor and Co-Sponsor Adobe and Co-Sponsor The Art Institutes in connection with the Competition, 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.

- **Winners List:** A Winners List will be posted on the Adobe Education website, at <http://www.adobe.com/education/special/aicontest>, by April 23, 2010.

*The First Place winner will receive round-trip coach class air transportation for winner and his/her faculty sponsor from the major gateway airport nearest winner's residence (as determined by Sponsor) to Denver, CO, round-trip ground transportation from airport and hotel and standard accommodations for three (3) nights at a hotel selected by Sponsor, and a daily stipend. (Approximate Value of First Place Prize: US\$2,000). Actual value will vary based on winner's location. If Sponsor is unable to provide any prize element for any reason, no compensation or substitution will be provided; however, remainder of prize package will be awarded and Sponsor will have no further obligation to winner.

Adobe, the Adobe logo, Acrobat, Illustrator, InDesign, and Photoshop are either registered trademarks or trademarks of Adobe Systems Incorporated in the United States and/or other countries. All other trademarks are the property of their respective owners.

Copyright © 2010 Adobe Systems Incorporated. All rights reserved.

Co-Sponsored by

