

# Adobe Certified Associate U.S. National Online Championship Contest

## Official Rules

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. VOID WHERE PROHIBITED.** CONTEST IS OPEN TO THE DIRECT AND INTENDED RECIPIENTS OF NCS PEARSON, INC. THAT ARE ADOBE CERTIFIED ASSOCIATES AND WHO ARE RESIDENTS OF THE 50 UNITED STATES (EXCLUDING COLORADO AND MARYLAND) AND ARE NOT STUDENTS WITHIN THE CHICAGO PUBLIC SCHOOL DISTRICT.

**PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

**BINDING AGREEMENT:** In order to participate in the Adobe Certified Associate U.S. National Online Championship Contest (the “Contest”), you must agree to these Rules. Therefore, please read these Rules prior to participating to ensure you understand and agree. You agree that participating in the Contest constitutes your agreement to these Rules. You may not participate in the Contest and are not eligible to receive any prize described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Sponsor with respect to the Contest.

**CONTEST ELIGIBILITY:** To be eligible to participate in the Contest, you must: (1) have taken a qualifying Adobe Certified Associate (ACA) exam between June 16, 2019 and May 7, 2021; (2) submitted a qualifying Adobe design project (3) have been over 13 years old at the time you took the qualifying exam and submitted the project; (4) have been under 22 at the time you took the qualifying exam and submitted the project; (5) if you are an eligible minor you must have the permission from your parents or legal guardians to participate in the Contest; (6) be enrolled in an approved academic institution (as defined by Sponsor in its sole discretion); (7) not be a resident of Colorado or Maryland; (8) not be a student at a school within the Chicago Public School District; (9) have access to the Internet as of **June 15, 2019** Contest is void in Colorado and Maryland and where prohibited by law. Students attending Chicago Public Schools are ineligible. Employees, interns, contractors, and official office-holders of Sponsor, NCS Pearson, Inc., Adobe, Inc., Certiport, Inc., and their respective parent companies, subsidiaries, affiliates, and their respective directors, officers, employees, advertising and Contest agencies, representatives, and agents (collectively, “Contest Entities”), and members of the Contest Entities immediate families (parents, siblings, children, spouses, and life partners of each, regardless of where they live) and members of the households (whether related or not) of such Contest Entities are ineligible to participate in this Contest. Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. Entrants who have previously competed in an Adobe Certified Associate U.S. National Championship final round are not eligible to compete in the 2021 ACA U.S. National Online Championship.

**SPONSOR:** The Contest is sponsored by Certiport, a business of NCS Pearson, Inc. (“Sponsor”), with a principal place of business at

Certiport, a business of NCS Pearson, Inc.  
1276 S. 820 E. Ste. 200  
American Fork, UT 84003  
USA

**CONTEST PERIOD:** The Contest will take place online at <https://gocertiport.pearsonvue.com/ACANationalOnlineChampionship> (the “Event”) and begins on June 16, 2019 at 12:00

AM Mountain Time (MT) Zone in the United States and ends on May 7, 2021 at 11:59 PM Mountain Time (MT) (“Contest Period”). PARTICIPANTS ARE RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS.

#### **HOW TO PARTICIPATE IN THE CONTEST:**

During the Event, eligible entrants may take and submit a qualifying Adobe Certified Associate (ACA) Photoshop Illustrator, or InDesign CC 2015 exam or newer and submit a design project created using one or more of the following programs: Adobe Photoshop, Illustrator, and InDesign.

All design projects must be completed using Adobe Photoshop, Illustrator, and/or InDesign to be accepted. Projects are void if they are in whole or part incomplete, altered, counterfeit, obtained through fraud, or late.

#### **WINNER DETERMINATION:**

At the conclusion of the Contest Period, a team of judges will review all project submissions, reviewing creativity, along with technical ability. The one (1) project that receives the highest overall score will be deemed a potential First Prize winner. The one (1) project that receives the next highest overall score will be deemed a potential Second Prize winner. The one (1) project that receives the next highest overall score will be deemed a potential Third Prize winner. This process will continue to identify the next 10 runner-up projects. In the event of a tie, the ACA judges will select a potential winner based on criteria in the judges’ rubric. In the event a potential winner is disqualified for any reason, the project that received the next highest total score will be chosen as the potential winner.

#### **WINNER NOTIFICATION:**

On or about **May 19, 2021**, the potential winners will be announced via email. If a potential winner does not respond to the email notification within 72 hours after it being received, then such potential winner may be disqualified and an alternate potential winner may be selected from among all eligible exams received based on the winner procedure described herein. Except where prohibited by law, each potential winner will be required to sign and return a Declaration of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. Potential winners must return all such required documents within three (3) days following attempted notification or such potential winner will be deemed to have forfeited the prize and another potential winner may be selected based on the winner procedure described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. If no entries are received, no prize will be awarded. Determinations of Sponsor are final and binding.

**WINNER ANNOUNCEMENT:** On or about June 23, 2021, the sponsor will publicly announce the 2021 ADOBE CERTIFIED ASSOCIATE U.S. National Online Champions at an awards ceremony that will be held online.

**ACA FIRST PLACE PRIZE:** A scholarship awarded in the form of a \$3,000 USD check and Wacom tablet. Approximate Retail Value (“ARV”) of each Adobe Certified Associate First Place Prize: \$3,250 USD. In the event that the Sponsor holds the 2021 ADOBE CERTIFIED ASSOCIATE World Championship (World Championships) in a live in-person format, the First-Place winner will be invited to participate in the World Championships. If the winner chooses to participate in the live in-person World Championships, Sponsor will provide airfare and lodging to and from the World Championships for the First-Place winner and a single chaperone (if winner is a minor). In the event that the Sponsor holds the World Championships in an online format, the First-Place winner will be invited to participate in the online World Championships.

**ACA SECOND PLACE PRIZE:** A scholarship awarded in the form of a \$1,500 USD check and Wacom tablet. Approximate Retail Value (“ARV”) of each Adobe Certified Associate Second Place Prize: \$1,750 USD. In the event that the Sponsor holds the 2021 ADOBE CERTIFIED ASSOCIATE World Championship (World Championships) in a live in-person format, the Second-Place winner will be invited to participate in the World Championships. If the winner chooses to participate in the live in-person World Championships, Sponsor will provide airfare and lodging to and from the World Championships for the Second-Place winner and a single chaperone (if winner is a minor). In the event that the Sponsor holds the World Championships in an online format, the Second-Place winner will be invited to participate in the online World Championships.

**ACA THIRD PLACE PRIZE:** A scholarship awarded in the form of a \$750 USD check and Wacom tablet. Approximate Retail Value (“ARV”) of each Adobe Certified Associate Third Place Prize: \$1000 USD. In the event that the Sponsor holds the 2021 ADOBE CERTIFIED ASSOCIATE World Championship (World Championships) in a live in-person format, the Third-Place winner will be invited to participate in the World Championships. If the winner chooses to participate in the live in-person World Championships, Sponsor will provide airfare and lodging to and from the World Championships for the Third-Place winner and a single chaperone (if winner is a minor). In the event that the Sponsor holds the World Championships in an online format, the Third-Place winner will be invited to participate in the online World Championships.

**ACA FOURTH-THIRTEENTH PLACE PRIZES:** A Scholarship awarded in the form of a \$100 USD check and Wacom tablet. Approximate Retail Value (“ARV”) of each Adobe Certified Associate Runner-Up Prizes: \$350 USD.

**PRIZE CONDITIONS:** No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Contest Entities have not made and Contest Entities are not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, regarding the use, value or enjoyment of the prize.

**TAXES:** RECEIPT OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO SPONSOR ALL DOCUMENTATION REQUESTED BY SPONSOR TO PERMIT IT TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, PROVINCIAL, LOCAL AND FOREIGN TAX REPORTING AND WITHHOLDING REQUIREMENTS. ALL PRIZES WILL BE NET OF ANY TAXES SPONSOR IS REQUIRED BY LAW TO WITHHOLD. ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. In order to receive a prize, potential winners may be required to submit the tax documentation requested by Sponsor or otherwise required by applicable law, to Sponsor or the relevant tax authority, all as determined by applicable law, including, where relevant, the law of the potential winner’s country of residence. The potential winners are responsible for ensuring that (s)he complies with all the applicable tax laws and filing requirements. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Sponsor may, in its sole discretion, select an alternative potential winner.

**GENERAL CONDITIONS:** All federal, state, provincial and local laws and regulations apply. Sponsor reserves the right to disqualify any participant from the Contest if, in Sponsor’s sole discretion, it reasonably believes that the participant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other participants, viewers, Sponsor, or the Judges.

**INTELLECTUAL PROPERTY RIGHTS:** As between Sponsor and the participant, the participant retains ownership of all intellectual and industrial property rights (including moral rights) in and to their exam. As a condition of exam, participant

grants Sponsor, its subsidiaries, agents and partner companies, a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to use, reproduce, adapt, modify, publish, distribute, publicly perform, create a derivative work from, and publicly display their participation in the Contest in connection with advertising and Contest via communication to the public or other groups.

**PRIVACY:** Participant acknowledges and agrees that Sponsor may collect, store, share and otherwise use any personally identifiable information provided to Sponsor throughout the Contest, including, but not limited to, name, mailing address, date of birth, email address, and any financial information collected to facilitate awarding any applicable prize. Sponsor will use this information in accordance with its Privacy Policy <http://home.pearsonvue.com/Legal/Privacy-and-cookies-policy.aspx>, including for administering the Contest and verifying a participant's identity, postal address and email address in the event a participant qualifies for a prize. Participant's information may also be transferred to countries outside the country of participant's residence, including the United States. Such other countries may not have privacy laws and regulations similar to those of the country of participant's residence. Participant has the right to request access, review, rectification or deletion of any personal data held by Sponsor in connection with the Contest by writing to Sponsor at this email address; [ACAChampionship@pearson.com](mailto:ACAChampionship@pearson.com).

**PUBLICITY.** By accepting a prize, participant agrees to Sponsor and its agencies use of his or her name and/or likeness and photo (if applicable) for advertising and promotional purposes without additional compensation, unless prohibited by law.

**WARRANTY AND INDEMNITY:** To the maximum extent permitted by law, each participant indemnifies and agrees to keep indemnified Contest Entities at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, each participant agrees to defend, indemnify and hold harmless the Contest Entities from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from (a) any exam or other material uploaded or otherwise provided by the participant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, (b) any misrepresentation made by the participant in connection with the Contest; (c) any non-compliance by the participant with these Rules; (d) claims brought by persons or entities other than the parties to these Rules arising from or related to the participant's involvement with the Contest; (e) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest; (f) any malfunction or other problem with the Contest Site; (g) any error in the collection, processing, or retention of exam information; or (h) any typographical or other error in the printing, offering or announcement of any prize or winners.

**ELIMINATION:** Any false information provided within the context of the Contest by any participant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the participant from the Contest.

**INTERNET:** Contest Entities are not responsible for any malfunction or for any late, lost, damaged, misdirected, incomplete, undeliverable, or destroyed exams due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the

Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an participant's ability to participate.

**RIGHT TO CANCEL, MODIFY OR DISQUALIFY.** If for any reason the Contest is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and if terminated, Sponsor will determine the potential winners for the Contest from among all eligible exams received prior to action taken using the judging criteria specified above. Sponsor further reserves the right to disqualify any participant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an participant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek any and all remedies available from any such participant to the fullest extent of the applicable law.

**FORCE MAJEURE.** Sponsor will not be liable, and will be excused from performance, for failure or delay to perform obligations of this Contest, which have become practicably impossible because of circumstances beyond the reasonable control of the Sponsor. Such circumstances include without limitation natural disasters or acts of God; fires; storms; floods; riots; earthquakes; acts of terrorism; labor disputes or stoppages; government acts or orders; epidemics; pandemics or outbreak of communicable disease; quarantines; national or regional emergencies; insurrection; civil disturbance; sabotage; embargos; blockades; acts of war; power failure; failure of Internet access or service communication line failures; or any other cause whatsoever beyond Sponsor's control, whether similar in kind to the foregoing or otherwise. Sponsor will provide email notice of delay, termination, or modification of the Contest format/rules or any other responsibilities of the Sponsor due to force majeure to the Participant no later than ten (10) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions Sponsor is taking regarding the Contest (e.g. postponing, cancelling, moving location, going digital, etc.).

**NOT AN OFFER OR CONTRACT OF EMPLOYMENT:** Under no circumstances shall the submission of an exam into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Sponsor, or the Contest Entities. You acknowledge that you have submitted your exam voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between you and Sponsor or the Contest Entities and that no such relationship is established by your submission of an exam under these Rules.

**FORUM AND RECOURSE TO JUDICIAL PROCEDURES:** These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Minnesota, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and all Participants expressly waive any and all such rights.

**ARBITRATION; WAIVER OF CLASS ACTION.** By entering the Contest, you agree that any dispute arising out of or relating to the Contest or these Rules, including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement"). All disputes between you and Sponsor of whatsoever kind or nature

arising out of these Rules shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in Minnesota, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred. This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU AGREE THAT, BY ENTERING THE CONTEST, YOU AND SPONSOR ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION

**WINNERS' LIST:** You may request a list of Contest winners after **June 23, 2021**, but before August 18, 2021, by sending an email with the subject line "Adobe Certified Associate U.S. National Online Championship Contest Winners" to **ACACHampionship@pearson.com** or by sending a self-addressed stamped envelope to:

Certiport, a business of NCS Pearson, Inc.  
1276 S. 820 E. Ste. 200  
American Fork, UT 84003  
USA