

# Contest Rules

## TYPE WITH PRIDE CONTEST - OFFICIAL RULES

NO PURCHASE NECESSARY.

- 1. CONTEST PERIOD:** The Type With Pride Contest (the “Contest”) begins 12:00 a.m. Pacific Time (“PT”) on May 15, 2017 and ends 11:59 p.m. PT on June 1, 2017 (the “Contest Period”). The “Administrator’s” (as defined below) computer shall be the official timekeeping device for this Contest. Please visit [www.worldtimeserver.com](http://www.worldtimeserver.com) or other world time database to determine local time.
- 2. ELIGIBILITY:** Open only to legal residents of the 50 United States & Washington, D.C., Australia, Austria, Belgium, Canada (excluding Quebec), China, Denmark, Finland, France, Germany, Iceland, India (excluding Tamil Nadu), Indonesia, Ireland, Japan, Malaysia, Netherlands, New Zealand, Norway, Philippines, Singapore, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, and the United Kingdom, who are of the age of majority in their jurisdiction of primary residence as of date of entry. Officers, directors and employees of Fontself SAS (“Sponsor” and “Administrator”), Adobe Systems Incorporated, Ogilvy & Mather, NYC Pride, NewFest (“Promotional Partners”) and each of their respective subsidiaries, divisions, affiliates, advertising and promotional agencies (all such individuals and entities collectively referred to herein as the “Released Parties”) and the immediate family members of each (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate or win. Subject to all federal, state, local, municipal and provincial laws. Void in Quebec, Tamil Nadu and wherever else prohibited or restricted by law.
- 3.** This Promotion is not sponsored by Adobe Systems Incorporated, Ogilvy & Mather, NYC Pride or NewFest. Accordingly, Adobe Systems Incorporated, Ogilvy & Mather, NYC Pride and NewFest expressly disclaim any and all liability in conjunction with the offering or conduct of the Promotion under any legal theory, including but not limited to the awarding of prizes in the Contest.
- 4. HOW TO ENTER:** During the Contest Period, visit [typewithpride.com/contest](http://typewithpride.com/contest) (“Website”) and follow the instructions to download a zipped folder containing the Gilbert font files and artwork and other content files (collectively, the “Sponsor Files”). Then, create your own original artwork based on one or several characters of the original Gilbert typeface. Follow instructions on the Website to upload your artwork (“Entry”) to Instagram or Behance with the hashtag #TypeWithPride, to be uploaded by 11:59 p.m. PT on June 1, 2017, to be entered into the Contest. The person submitting the Entry must be the creator of the Entry and will be deemed the “Entrant.” Entrants are granted a unlimited, non-exclusive, license to use the Sponsor Files in connection with this Contest and for other purposes. There is no limit on the number of

entries per person. Normal internet/phone access and data/usage charges imposed by your phone/internet service provider may apply.

5. All Entries must adhere to the Entry Guidelines indicated below, as determined by Sponsor/Administrator in their sole discretion.
6. All winning entries will be released under the Creative Commons Attribution-ShareAlike 4.0 International License. Learn more about this license and usage rights at <http://creativecommons.org/licenses/by-sa/4.0/>
7. ENTRY GUIDELINES:
  - Entry must feature the Gilbert typeface (at least one character is required)
  - Entry could be of any size, format or duration.
  - Entry could feature the rainbow flag (but this is not required)
  - Entry could feature hand-made, digitally created content, or both types of content
  - Entry could feature photos, drawings or backgrounds (but this is not required)
  - Entry may not have been submitted previously in a contest of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends, and family) through any means.
  - Entry must not (and Entrants represent and warrant that it will not), violate or infringe any third-party copyright, trademark, trade dress, or other proprietary right of any entity or person (living or deceased), including but not limited to rights of privacy, publicity or portrayal in a false light.
  - Entry must not make reference to any commercial/corporate advertising, including but not limited to corporate logos, brand names, or be otherwise objectionable, as determined in Sponsor/Administrator's sole discretion.
  - Entry must not include any representation of celebrities, athletes, musicians, or any other public or private figure living or dead, or include any anti-social, political or religious groups, any commercial solicitation or promotional materials or address, phone number, or URL address.
  - Any Entry deemed inappropriate or unsuitable, in Sponsor's/Administrator's sole discretion, will be disqualified.
  - Entry must not contain material that promotes bigotry, racism, hatred or harm against any

group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsor, the Released Parties, or their respective products and services, or other people, products or companies.
  - By submitting an Entry, you understand that if your Entry is deemed a Winner, it will be posted on websites and social channels for members of the general public to view and any such posting will be deemed made at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.
8. **PRIZE JUDGING:** All submitted Entries will be judged by a panel of expert judges (“Judges”) selected by Sponsor in its sole discretion to select up to 9 winners, including 3 Grand Prize winners - 1 per category. Limit one (1) Winner per family/household.
9. **PRIZES & APPROXIMATE RETAIL VALUES (“ARVs”):** 9 prizes available. 3 winners will be picked per category and 1 grand prize winner will be picked per category: Grand prize winning entries will be showcased during Pride Week and the June 24, 2017 Pride march in New York. The 3 grand prize winners will also get a 1-year Adobe Creative Cloud subscription, a 1-year Adobe Stock subscription, and a Fontself Bundle license for both Illustrator and Photoshop (ARV: US \$1'006 each). The 6 prize winners winners will each get a 1-year Adobe Stock subscription, and a Fontself Bundle license for both Illustrator and Photoshop (ARV: US \$407 each). ARV of all Prizes US \$5'460. No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prizes of comparable value if any prize listed is unavailable, in whole or in part, for any reason. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in any online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. The actual prize may vary. In the event there is a discrepancy or inconsistency between guidelines, disclosures or other statements contained in any such promotional materials and the terms and conditions of these Official Rules, the English version of these Official Rules shall prevail, govern and control. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsor in its sole discretion.
10. **WINNER NOTIFICATION AND VERIFICATION:** Potential winners will be contacted via the in-app messaging capabilities provided on the submission channel (Instagram or Behance) or by email/phone if available, and will then be required to complete and return via email/mail, an Affidavit (or Declaration) of Eligibility, Release of Liability/Prize Acceptance Form, a Publicity Release (where imposing such condition is lawful) and Assignment of Rights, along with the Entry's sources files, or at least high resolution images or videos to be reformatted for public exhibition (collectively, “Prize Documents”). Prize Documents for potential winners will be sent

to the email address submitted upon contact. Potential winners will be required to sign and return Prize Documents via email/mail within five (5) days of notification attempt or prize may be forfeited and an alternate winner may be determined. Return of prize notification as undeliverable may result in disqualification and an alternate may be determined. Potential winner understands and agrees that, as a condition of being considered a winner, he/she may be subject to a background check, at the sole discretion of Sponsor. At the discretion of the Sponsor, potential winner may be disqualified if the background check indicates that he/she: (a) has been charged with or convicted of a felony; (b) charged with or convicted of a misdemeanor involving moral turpitude or other conduct that Sponsor in its discretion determines may reflect unfavorably on the Contest or Sponsor; (c) has been personally involved in interaction deemed by the Sponsor as negative with government/state child & family services/protection agencies; or (d) is not eligible for the Contest or otherwise has not adhered to all requirements set forth in these Official Rules. In such event, an alternate potential winner will be selected. Winners may be required to participate in any media interviews, at the sole discretion of Sponsor, with no additional compensation, unless prohibited by law. If a U.S. winner, a 1099 tax statement will be filed with the IRS for the winner for the value of the prize in the year the prize is fulfilled. For all non-U.S. Winners, up to 30% of the Prize value may be due to the IRS to comply with U.S. tax laws. Depending on your country of residence, taxes may also be due to one or more jurisdictions.

11. **GENERAL RULES:** By downloading the Sponsor Files and/or participating in the Contest, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor/Judges. Sponsor's decisions are final on all matters relating to the Contest and are not subject to appeal. Sponsor assumes no responsibility or liability for damages, losses or injury resulting from acceptance or use of any prize. In no event will more than the stated number of prizes be awarded. **NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The Sponsor and its agencies are not responsible for technical, hardware, software or telephone malfunctions or failures of any kind, including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Contest, lost, late stolen, misdirected, damaged, incomplete and/or garbled Entries, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by the user or by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the Contest. Consequently, Sponsor and its agencies are not liable in the event your Entry is not captured due to the aforementioned reasons. The Sponsor reserves the right at its sole discretion to disqualify any

individual that tampers or attempts to tamper with the Entry/voting process or the operation of the Contest; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest or the Website, Sponsor reserves the right to cancel the Contest and determine the winners based on the judging criteria (and votes, as applicable) in accordance with these Official Rules. If the voting portion is cancelled before there are any votes, the Fan Favorite winner would be determined by the judging criteria listed above. By participating in the Contest, each Entrant agrees that the Released Parties (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. FOR RESIDENTS OF THE UNITED KINGDOM: THIS RELEASE DOES NOT APPLY TO CLAIMS FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF SPONSOR OR ADMINISTRATOR. FOR RESIDENTS OF FRANCE AND GERMANY: THIS RELEASE DOES NOT APPLY TO CLAIMS AGAINST SPONSOR, ITS REPRESENTATIVES AND ITS VICARIOUS AGENTS FOR DAMAGES BECAUSE OF PERSONAL INJURY OR DEATH, AND TO CLAIMS FOR DAMAGES IN CASE OF INTENT OR GROSS NEGLIGENCE BY SPONSOR, ITS REPRESENTATIVES OR VICARIOUS AGENTS.

12. **RELEASE AND GRANT OF RIGHTS:** By entering the Contest, each entrant acknowledges and agrees that: (a) Sponsor is granting entrants an unlimited, non-exclusive license to use the Sponsor Files in connection with the Contest, (b) entrants shall have no right, title or interest in the Sponsor Files. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant into the Contest hereby irrevocably grants Sponsor, their respective successors and assigns, a non-exclusive license (but not the obligation) to reproduce, publicly perform, stream, exploit and otherwise use the Entry throughout the universe, in perpetuity, for any reason whatsoever, including but not limited to advertising, marketing, publicity, promotion and exploitation of the Sponsor and/or the Promotional Partners, without further notice to, consent by, or payment to entrant. Without in any way limiting the foregoing,

Sponsor and Promotional Partners shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor or Promotional Partners deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein. Sponsor and Promotional Partners shall retain the rights granted in each Entry even if the Entry is disqualified. You also hereby grant to Promotional Partners and the Sponsor an unrestricted, worldwide, perpetual, irrevocable, fully paid-up, royalty-free, fully sublicensable and transferable right to use your name, nickname and biographical information (collectively "Personal Content"), in composite or distorted form or as otherwise incorporated into other creative works of authorship, in any media, format or technology, whether now known or hereafter discovered, and in any manner including all promotional, advertising, marketing, publicity, and commercial uses and ancillary uses thereof, without any further notice or payment to or permission needed from you (except where prohibited by law). Without limitation of the foregoing, submission of an Entry constitutes your agreement that the Sponsor and Promotional Partners may display the Entry online for public viewing (whether on the Sponsor's or Promotional Partners' web pages, applications or on third party web pages or applications), to incorporate the Entry in online and offline promotional advertising, marketing, and/or other commercial materials, and to reproduce, adapt and distribute the Entry in all media whether now known or later developed. You waive any right to inspect or approve uses of the Entry or to be compensated for any such uses. Entrant may include Entry in his/her personal portfolio, including Behance, after the Contest Period.

13. **REPRESENTATIONS AND WARRANTIES:** Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their Entry and all materials and matter therein: (1) (except for elements that are within the public domain or are Sponsor Files) are wholly original with such Entrant and are not a copy or imitation of any other material; (2) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (3) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her Entry to any other third party. Further, each Entrant represents and warrants that Sponsor's use of any Entry shall not violate an agreement to which such Entrant has signed. Entrants agree to indemnify and hold the Released Parties harmless from and against any third party claim, to the extent relating to any breach or alleged breach of any representation, warranty or covenant made by such Entrant in

connection with his or her acceptance of these Official Rules or Contest activities.

14. **PRIVACY:** Any personal information that an Entrant provides in connection with the Contest shall be used by Sponsor and Administrator to administer this Contest, contact Entrants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.iubenda.com/privacy-policy/8100319>. By entering this Contest, Entrant agrees to and accepts that privacy policy.
15. **NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Released Parties is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to provide the Entrant's Entry to Sponsor for purposes of the Contest does not place the Released Parties in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's Entry. Each Entrant understands and acknowledges that the Released Parties have wide access to ideas, stories, designs, and other materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas may be competitive with, similar or identical to the Entry and/or each other in theme, idea, plot, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Released Party's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Released Parties do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Entry. Finally, each Entrant acknowledges that, with respect to any claim by Entrant relating to or arising out of a Released Party's actual or alleged exploitation or use of any Entry or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable Entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief, and Entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
16. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Entry or to otherwise exploit any Entry, or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Entry for any reason, with or without legal justification or excuse, and Entrants shall not be entitled to any damages or other relief by reason thereof.
17. **DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of Entrants who will

participate in the Contest.

18. **FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Entry or other documents as Sponsor may reasonably require in order to evidence or effectuate the rights granted in these Official Rules, then each Entrant agrees to sign, authenticate and deliver the same upon Sponsor's request therefor.
19. **GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF FRANCE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
20. **ARBITRATION PROVISION:** By participating in this Contest, each Entrant (agrees: (i) that any and all disputes the Entrant may have with, or claims entrant may have against, the Released Parties relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration (ii) the arbitration shall be held in Paris, France; (iii) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Contest; (iv) the arbitrator shall apply French law, and shall honor claims of privilege recognized at law; (v) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vi) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (vii) if the Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute.
21. **SPONSOR:** Fontself SAS, 14 bis rue des Minimes, 75004 Paris France.