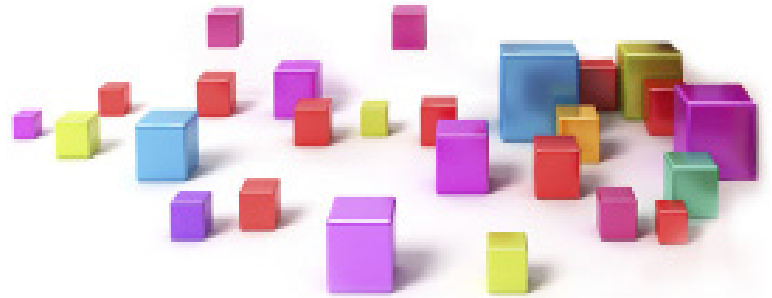


# Adobe Partner Connection



## Retail Program Guide Europe, Middle East & Africa



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## Retail Program Guide—Europe Middle East & Africa

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# Adobe® Partner Connection

## Retail/eTail Program Guide—Europe Middle East & Africa

### Introduction

Retailers and eTailers constitute a key route to market for Adobe. A specific program for Retailers and eTailers is a key component of Adobe's go to market strategy, to foster a common approach to the market by all Adobe Retailers/eTailers that qualify and to ensure that all comparable Retailers and eTailers, who qualify in accordance with the program terms and conditions, not only receive the same set of benefits but are also bound by the same set of obligations. The spirit of the program is to recognise and reward the investment by the Retailer/eTailer in the Adobe brand together with the effort involved in promoting and selling Adobe products.

The unique value of Retailers and eTailers to Adobe within the context of the Adobe Partner Connection programs is that of having the breadth and reach to make available Adobe products to large numbers of consumers and other customers, who are loyal to the respective Retailers/eTailers and purchase products through their physical or virtual outlets. When such customers purchase new hardware, this presents a large opportunity as customers benefit from the simplicity of purchasing Adobe products together with Hardware offered by Retailers and eTailers.

This document outlines the criteria for appointment, as well as program requirements and benefits applicable to Adobe Retailers and eTailers located in Europe, the Middle East and Africa. This program is to be read in conjunction with the Adobe Retail/eTail Partner Connection Agreement, which is incorporated herein by reference, as if written within the terms of this program.

Adobe retains the right to effect and announce changes to the policies and procedures described in this document, which may be posted to the Adobe on-line Channel Sales Portal (the Adobe Partner Connection Portal), or other similar partner communication websites, by fax or via email and such notices and additional terms and conditions if applicable shall be incorporated by reference herein, as if written within the terms of this program. Any changes will be effective 30 days from the date of posting of such announcement. All support and resources provided by Adobe are subject to availability.

### Retailer/eTailer Levels & Criteria

#### Qualitative Criteria:

In order to participate in the Retail/eTail Program, Retailers and eTailers must meet and continue to meet all of the following criteria and any additional criteria and/or amendments that may be published by Adobe from time to time:

Retailer/eTailer must range major software vendors in design/photography (i.e. Corel, Magix) & business software (MSFT Office)

Retailer/eTailer must not be an active member of any other Adobe Partner Connection Channel Program (Distributor or Reseller), anywhere in EMEA. That being the case, Retailer/eTailer may elect which program it wishes to participate in and notify Adobe in writing accordingly. Retailer/eTailer has not used or dealt with Unauthorised Adobe Products as defined herein. In the event that Retailer/eTailer is in breach of this section, Adobe shall be entitled to terminate Retailer/eTailer's right to participate in the program with immediate effect upon written notice.

Retailer/eTailer must be able to sell subscription products in at least one of the below form factors:

- point of sale activation (POSA)
- print to receipt (PTR)
- and/or electronic software distribution (ESD) capabilities

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Retailer/eTailer must have strong marketing department with ability to carry out marketing activities (merchandising, email or search campaigns) on behalf of Adobe.

For the purpose of this program, Retailers/eTailers' same brand subsidiaries and sister organisations will be treated as one entity. Franchise groups are required to report as one entity, itemising detail for all entities. In the event Retailer/eTailer does not meet any of the above criteria Adobe may terminate the Retailer/eTailer's membership in the program in accordance with the Retail/eTail Program Agreement.

**Quantitative Criteria and Program Level:**

Upon meeting the above qualitative criteria, partner will be assigned a program level based on the below Quantitative Level Criteria:

Level	Criteria	Benefits
Certified	<p>Qualitative criteria, plus;</p> <p>Complete the Adobe Business Partner Code of Conduct training. (Minimum of one representative who holds responsibility for overseeing compliance)</p>	<p>Access to products and resources on Adobe Partner Connection Portal</p> <p>Eligibility for promotions (via self service tool Adobe Channel Partner)</p> <p>Communication of promotions via Adobe Sales Assistant</p> <p>Participation in Attach Program</p> <p>Access to Marketing Development funds (via self service tool Adobe Channel Partner)</p>
Gold	<p>All qualitative criteria, plus;</p> <p><b>\$500,000 Qualifying Perpetual &amp; Subscription Revenue</b> (see definitions) over the last 4 completed Adobe fiscal quarters</p> <p>Direct contact between Adobe and Retailer representative</p> <p>eTailer must have a minimum traffic through its eTail website(s) in EMEA of at least 100,000 unique visitors per month.</p> <p>eTailer needs to have attach capability on Hardware product detail page</p> <p>Retail/eTailer must be able to offer Adobe funded attach discount to end customers at time of purchase</p> <p>Retail/eTailer must have a CRM system to be able to target customers based on purchase history</p>	<p>All Certified Benefits, plus:</p> <p>Dedicated Adobe Account Manager that helps with forecasting and ensuring stock availability at preferred distribution</p> <p>Quarterly marketing planning with Adobe marketing manager</p> <p>Quarterly strategy planning with Adobe Territory Sales Manager</p> <p>Participation in Volume incentive Rebate Program – Gold Level payouts</p>

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Level	Criteria	Benefits
Platinum	<p>All qualitative criteria, plus;</p> <p><b>\$1M Qualifying Subscription Revenue</b> (see definitions) over the last 4 completed Adobe fiscal quarters</p> <p>The aggregate overall revenue of Retailer/eTailer in EMEA must be a minimum of <b>\$20M</b></p>	<p>All Certified and Gold Benefits, plus:</p> <p>Marketing &amp; promotion claiming on Retailer behalf thru Adobe 3rd party agency</p> <p>Eligible to gain Adobe support for customer events, sales training etc.</p> <p>Support with funded head</p> <p>Engagement with Adobe executives</p> <p>Participation in Volume incentive Rebate Program – Platinum Level payouts</p>

**Retailer/eTailer Revenue Incentives**

Starting at Gold Level, qualifying Retailers and eTailers will be eligible to take part in the Retailer/eTailer Volume incentive Rebate Program as set out below.

**Quarterly Volume Incentive Rebate**

This rebate is calculated as a percentage of Qualifying Revenue (as defined below). The applicable percentage of rebate will be determined according to the achievement tables as set out in the Quarterly Rebate Letter and will be based on the Quarterly Revenue Goals, also detailed in the Quarterly Rebate Letter (one for subscription, one for perpetual) set by Adobe and made available on a quarterly basis.

The revenue achievement, used to determine whether this criterion is met, in each specific quarter, shall be based on distribution price of products in USD sold to end customers, exclusive of returns, tax, shipping, and insurance costs.

Qualifying Revenue for the purposes of calculating the Quarterly Revenue Goal rebate is defined as the value to Adobe of sales to the end customer via all of the following formats

- Shrinkwrap/Box
- ESD (Electronic software download)
- POSA (point-of-sale activated)
- PTR (print-to-receipt)

Retailer must report on a monthly basis all sales to end customers excluding returns on Adobe SKU level and if applicable detailed out by market level.

When purchased directly from Adobe, the respective cost prices shall be the basis for the calculation of qualifying revenue and when purchased through an Adobe Authorised Distributor the calculation shall be based on the distribution price.

For the avoidance of doubt transfers to other Adobe resellers or distributors are not eligible for rebate.

A list of Adobe Authorised Distributors is available on the partner portal or upon request from your Adobe Sales representative.

Non-meeting of the Revenue Goals for 3 or more consecutive fiscal quarters may result in the termination of Retailer/eTailer's participation in the program upon Adobe's sole discretion.

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## Retailer/eTailer Benefits

### Retail Marketing Funds

In order to assist Retailer/eTailer in the effective marketing of Adobe products, Adobe provides the possibility of applying for and claiming marketing funds as outlined below.

Requests for Retail Marketing Funds will be assessed by the business goal and whether a fair market value has been applied at Adobes sole discretion.

Once approved, retail/eTail marketing funds may be utilised to fund or co-fund marketing activities and market development activities such as the below:

- Advertising/Media such as print and online material, including newsletters, signs, inserts and banners, and
- non-standard catalogue placements
- Point-of-sale materials such as brochures, flyers, data sheets for point-of-sale activities
- Online or instore assets to highlight Adobe Retail/eTail promotions
- In-Store merchandising and training activities with Sales staff for Retailers
- Engaging content that drives conversion on Product detail pages for eTailers
- Attach executions instore in hardware aisle or online on hardware product detail pages

Once approved, funds will expire without exception, at the end of the quarter in which they were issued. Upon receipt of authorisation to perform a marketing activity, Retailer/eTailer may perform such activity and when completed will submit via the Adobe Channel Partner Portal and in the manner determined by Adobe, a claim for the reimbursement of expenses incurred in the carrying out of such marketing activity. All claims for expenses must be supported by details of the activity, its results and by incontrovertible proof of execution that the claimed activities have been executed (pictures, screenshots etc.).

All marketing activities shall be carried out in accordance with applicable laws and regulations, even if Adobe has approved such an activity with respect to the funding and Retailer/eTailer agrees that Adobe is in no manner whatsoever responsible for rendering legal or financial consultation services to Retailer/ eTailer.

## Retailer/eTailer Obligations

### POSA end of life process

For POSA products that have become end of life, Retailer in-field destruction is not allowed & all discontinued product must be returned to the Retailer's Adobe distributor. Retailer is responsible for understanding the Distributor's return policy and must work with the Distributor to ensure product is returned within the given timeframe.

### Purchase of products

Unless otherwise agreed between the parties, Retailer/eTailer shall purchase Adobe products only from Adobe Authorised Distributors in the Territory. Products purchased from other sources such as sub-distribution or from outside of the EMEA territory will not be applicable for the Volume Incentive Rebate.

### Sale of products

Retailer/eTailer shall supply Adobe products to end users located in the Territory. Provided that Retailer/eTailer meets the above criteria, then Retailer/eTailer will be entitled to sell, to end users, inventory for all available products within the Acrobat, Elements, Creative Cloud and Document Cloud families across Commercial and Education segments that Adobe sees appropriate to position with the respective Retailer's online store/instore presence based on their customer segments. End users are defined as individuals, companies or organisations that purchase Adobe products to satisfy their own internal needs and whose primary business is not the resale or redistribution of software products to end users. Sales of Adobe product outside of the Territory are specifically prohibited.

### Quarterly Business Plan and Quarterly Business Review

On a quarterly basis, no later than twenty (20) working days after the beginning of each Adobe fiscal quarter, Retailer/eTailer, the Adobe Retail/eTail Representative and the Adobe Retail/eTail Marketing Representative shall discuss and agree a Quarterly Business Plan for the forthcoming fiscal quarter and document such agreement using an appropriate format.

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## Conclusion

The Adobe Partner Connection Retailer/eTailer Program has been specifically designed to increase the ability of Adobe Retailer/eTailer to effectively market and sell Adobe products in their chosen market, ensure that Retailer/eTailer activities are fully aligned with Adobe's strategic and tactical goals and reward, proportionally to the level of effort employed, Retailer/eTailer who wish to engage with Adobe in developing the market, resulting in better results for both parties. The Adobe Partner Connection Retailer/eTailer Program has also been designed to easily adapt over time to the changing characteristics of a rapidly evolving marketplace and meets and will continue to meet the needs of our valued Retail/eTail partners. The Adobe Retail/eTail Managers are always available to advise Retailer/eTailer on how to best leverage the benefits herein provided and on how to meet and continue meeting the program's obligations, driving increased success and business benefits for both parties.

## Definitions

- A. **"Europe"** means all full member states of the European Union and Norway, Iceland, Liechtenstein and Switzerland. For clarity Europe will also mean the United Kingdom should the United Kingdom exit the European Union without a withdrawal agreement.
- B. **"Territory"** means (1) Europe if Reseller has its registered seat within Europe and (2) if Reseller is located in Middle East, Africa or a country not in Europe then "Territory" means the country of the address supplied by Reseller at the time of registration with Adobe via its online portal. Reseller shall not distribute outside the Territory. In no event will the Territory include Iran, Syria, Sudan, Cuba and North Korea, or other countries identified as restricted by applicable law or regulation.
- C. **"Unauthorised Products"** mean Software products that have been diverted from an intended channel into another channel and/or that may have been made to appear as full commercial versions and/or to obscure or disguise the fact that they were initially distributed by Adobe as educational software products, governmental software products, Upgrades, OEM versions or products originally distributed or intended for distribution outside Retailer/eTailers designated Territory.
- D. **"Qualifying Perpetual & Subscription Revenue"** is defined as the value to Adobe of sales to the end customer via all of the following formats: Shrinkwrap/Box, ESD (Electronic software download), POSA (point-of-sale activated) and PTR (print-to-receipt). When purchased directly from Adobe, the respective cost prices shall be the basis for the calculation of qualifying revenue and when purchased through an Adobe Authorised Distributor the calculation shall be based on the distribution price. For the avoidance of doubt transfers to other Adobe resellers or distributors are not eligible for rebate.
- E. **"Qualifying Subscription Revenue"** is defined as the value to Adobe of subscription product sales to the end customer via all of the following formats: ESD (Electronic software download), POSA (point-of-sale activated), Live Cards and PTR (print-to-receipt). When purchased directly from Adobe, the respective cost prices shall be the basis for the calculation of qualifying revenue and when purchased through an Adobe Authorised Distributor the calculation shall be based on the distribution price. For the avoidance of doubt transfers to other Adobe resellers or distributors are not eligible for rebate.

