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12 April 2013

Jessica Hargreaves
Administrative Officer
Standing Committee on Infrastructure and Communications
R1-121
Parliament House
Canberra ACT 2600

Dear Ms Hargreaves,

Thank you for email of 25 March 2013 and for the opportunity to clarify the transcript of the public hearing and respond to questions taken on notice. I have attached the transcript separately with changes made in track, while answers to questions on notice are below, in the order they appear in the transcript.

I would like to thank the Committee for the opportunity to address members at the public hearing on 22 March 2013 and I hope the information provided assists the Committee with its report.

Adobe is committed to investing in Australia and looks forward to continuing to grow our business here.

Yours faithfully,

Paul Robson.

Managing Director

Adobe, Australia and New Zealand

Questions on Notice:

1. **Regarding Creative Cloud take up rates (pg. 20):** 76% of customers who choose to procure Adobe's Creative Professional perpetual or cloud products on our Australian online store are selecting Adobe Creative Cloud, and we see a similar result in the US.
2. **Regarding GST (pg. 23):** Adobe abides by all Australian tax laws; where GST is applicable, it is included and the prices advertised to Australian consumers are GST inclusive as required by law.
3. **Regarding accounting practices (pg. 23):** Adobe complies with all Australian tax laws and completes financial statements in adherence with relevant laws and accounting standards.
4. **Regarding Creative Cloud storage when a subscription ends (pg. 27):** Customers are provided with a grace period of 90 days after an Adobe Creative Cloud subscription ends to download or delete the files/content that they have uploaded to the Creative Cloud. This information is available to customers both at the time they subscribe to Creative Cloud and also by email at the time the subscription comes to an end. After the grace period, Adobe is contractually entitled to delete the files and would do so in accordance with ordinary commercial considerations. In addition, for any length of time that Adobe retains files (before, during or after the subscription and grace periods come to an end), it will comply with Australian privacy laws.
5. **Regarding assisting law enforcement agencies (pg. 29):** Adobe has guidelines in place to assist law enforcement agencies where necessary; guidelines are available at: http://www.adobe.com/misc/law_enforcement_guidelines.html
6. **Regarding pricing in other regions (pg.29):** Pricing information is available on country-specific Adobe websites.

Australia: http://www.adobe.com/au/products/catalog/software._sl_id-contentfilter_sl_catalog_sl_software_sl_mostpopular_au.html

United States: http://www.adobe.com/products/catalog/software._sl_id-contentfilter_sl_catalog_sl_software_sl_mostpopular.html?promoid=KAWQN

Singapore: http://shop.adobe.com/store/adbehap/en_SG/DisplayHomePage/

South Africa: <http://www.adobe.com/africa/purchase/>

United Kingdom: http://www.adobe.com/uk/products/catalog/software._sl_id-contentfilter_sl_catalog_sl_software_sl_mostpopular_uk.html

7. **Regarding agreements with retailers (pg. 30):** Adobe's agreements with retailers like Amazon typically grant resale rights in specified territories. The US and Australia are typically treated as separate territories.