



Official Rules and Terms of Agreement

Esri Human Health and Climate Change App Challenge 2015 ("Contest")

NO PURCHASE REQUIRED TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. Sponsor:** Environmental Systems Research Institute, Inc. (Esri), 380 New York Street, Redlands, California 92373 USA ("Sponsor").
- 2. Participation:** You ("Applicant") must submit the web mapping application ("Application") that has been independently developed using the ArcGIS Platform. The Application must be fully functional and capable of running from any web-enabled directory without any special permissions or security as more fully described in Section 6 herein.
- 3. Eligibility:** This Esri Human Health and Climate Change App Challenge ("Contest") is open to all developers who are the legal age of majority in their country of residency, including Sponsor's business partners, except for developers who are residents of Cuba, Iran, North Korea, Sudan, Syria, and Province of Quebec and where prohibited by national, state, provincial, or any other governmental laws or regulations. Sponsor's international distributors, its affiliates or sister companies, and its respective employees, including those individuals who were former employees within the last six months prior to the announcement date of the Contest, and the immediate family (spouse, parents, siblings, and children) as well as household members of each such employee or person are not eligible to enter.

This Contest is a trade promotion and open to Sponsor's developer community.

Note: It is Applicant's sole responsibility to review and understand Applicant's employer's policies regarding eligibility to participate in this Contest. If Applicant is participating in violation of such employer's policies, Applicant may be disqualified from entering or receiving prizes. Sponsor disclaims any and all liability or responsibility for disputes arising between Applicant and Applicant's employer related to this matter, and prizes will only be awarded in compliance with Applicant's employer's policies.

Government Employees: As a result of government gift and ethics rules, government employees may not be eligible to enter this Contest. For Sponsor to consider any submission made by government employees, Applicant is required to submit to Sponsor authorization from Applicant's ethics officer when entering this Contest.

- 4. How to Enter:** All Application entries must be submitted by 5:00 pm (PDT/PST), Friday August 14, 2015 at the Hacker League site. All Applications must be shared publicly and made accessible during the Contest Period for consideration. Complete instructions for entering this Contest will be communicated through direct email.
- 5. Number of Entries:** Applicant may enter this Contest multiple times so long as each submission is a unique Application and is submitted separately. Applicant may not submit the same Application more than once during this Contest.
- 6. Contest Period:** Application may be submitted after 8:00 am (PDT/PST) Monday May 31, 2015 and must be received no later than 5:00 pm (PDT/PST), Friday August 14, 2015 ("Contest Period"). Application received before or after these dates and times will not be considered. Application is considered received when

a) Applicant submits an Application at the Hacker League site ("Submission"), including team members. All requested information must be true, accurate, current, and complete to enter the Contest and be eligible to win any of the prizes.

b) The Submission provides a link to a working desktop, mobile, or web app that uses the ArcGIS Platform provided through a subscription to <http://developers.arcgis.com> or a Term License for ArcGIS Desktop. The app must be capable of being successfully installed on mobile devices and at all times running, or accessible through a URL, in each case, as determined by the Judges.

c) The Submission provides a link to a demonstration video consisting solely of footage that walks through and clearly explains the Application's features and functionality. The video shall be no longer than ten (10) minutes in length and shall clearly demonstrate the key features and functionality implemented with the ArcGIS Platform and explain how it applies to climate resiliency.

d) The Submission provides a way for the Judges to access and test the Application by including an installation file with the Submission, sharing a test build, or by providing a URL where the Application can be accessed or provide instructions on how to install a desktop Application for testing and judging. If the Submission includes other hardware technology, Applicant may be required to provide the hardware needed to test the Application.

- 7. Judging:** Esri staff and representatives from outside organizations will vote for winners based on the usability, creativity, and coding style of the Application. In the event of a tie, Esri staff will decide the final winner.

Criteria (with equal weight):

- Innovative and Creative Use of the ArcGIS Platform as evidenced in
 - Originality of Idea
 - Technically challenging implementation
- User Experience/User Interface
- Potential for Real-World Application
- Articulation of What Application Does and How It Applies To Human Health and Climate Change

- 8. Odds:** Odds of winning will vary depending on the number of submitted valid Application(s) and the skill and quality of the submitted Application based on the judging criteria described above.

- 9. Prizes:** Prizes will be awarded to entries based on Judges' decisions. Applicant may win only one (1) of the three (3) winning spots (that is, 1st, 2nd, or 3rd place).

First Place: US\$10,000.00 cash or equivalent retail value in Esri Software

Second Place: US\$5,000.00 cash or equivalent retail value in Esri Software

Third Place: US\$2,000.00 cash or equivalent retail value in Esri Software

Please Note: Failure of a winner to claim the prize awarded may result in disqualification and selection of an alternate winner. Prizes are nontransferable, and no substitutions will be made. Winner is solely responsible for any taxes on the prizes, and Sponsor may withhold such taxes from the prize amount prior to award to winners. Distribution of prizes is subject to and must fully comply with U.S. export laws and all other applicable laws.

Travel, accommodations/lodging, and other related expenses of the Applicant, if any, are the financial responsibility of the Applicant.

- 10. Notification of Winners:** Winners will be announced no later than Wednesday September 16, 2015. Applicants do not need to be present to win. Winners will be notified by phone and/or e-mail. If Sponsor is unable to reach the winner by phone and/or e-mail within three (3) separate attempts, the corresponding prize will be awarded to an alternate winner. Should multiple Applicants using the same e-mail account enter this Contest and a dispute thereafter arises regarding the identity of Applicant, the authorized account subscriber of said e-mail account at the time of Submission will be considered the Applicant. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address.

Winners will be required to verify their eligibility. A list of the winners can be found at www.esri.com.

- 11. Publicity:** Except where prohibited, participation in this Contest constitutes consent for Sponsor to use Applicant's name, likeness, voice, opinions, country of residence, and Application for promotional purposes in any media without payment or consideration. As a condition of prize acceptance, Contest winners agree to allow Sponsor to publish their name, their organization's name, and a description of the work on esri.com as well as in all media of communication now known or later developed. Contest winners agree to execute an Affidavit of Eligibility and Waiver/Release of Liability and Publicity.
- 12. Statement of Originality and Redistribution Rights:** By submitting an Application, Applicant asserts that the Application is original and has been independently produced. Any Application that is not produced by Applicant or that violates patent, copyright, trademark, or trade secret laws is ineligible.

BY SUBMITTING APPLICATION, APPLICANT REPRESENTS AND WARRANTS THAT APPLICANT HAS ALL RIGHTS, TITLE, AND INTEREST IN THE APPLICATION. APPLICANT AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY.

- 13. Disclaimers:** Applicant shall assume all responsibility for ensuring Applicant's Submission is received by Sponsor within the Contest Period. No liability or responsibility is assumed by Sponsor resulting from Applicant's participation in or attempt to participate in this Contest or download any information in connection with participating in this Contest. No responsibility or liability is assumed by Sponsor for technical problems or technical malfunctions that may affect the operation of this Contest including, but not limited to, any of the following occurrences: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity or other online communication problems; errors or limitations of any Internet service providers, servers, or hosts; garbled, jumbled, or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed, or intercepted e-mail transmissions; inaccessibility of the Sponsor Web site or Hacker League site, in whole or in part, for any reason; traffic congestion on the Internet or the Sponsor Web site or Hacker League site ; unauthorized human or nonhuman intervention in the operation of this Contest including, without limitation, unauthorized tampering, hacking, theft, viruses, bugs, or worms; destruction of any aspect of this Contest; or loss, miscount, misdirection, inaccessibility, or unavailability of an account used in connection with this Contest. Sponsor is not responsible for any typographical errors in the announcement of prizes or these official rules or any inaccurate or incorrect data contained on the Sponsor Web site or Hacker League site. Use of the Sponsor Web site or Hacker League site is at Applicant's own risk. Sponsor is not responsible for any personal injury or property damage or losses of any kind that may be sustained to Applicant's or any other person's computer equipment resulting from participation in this Contest, use of the Sponsor Web site or Hacker League site, or the download of any information from the Sponsor Web site or Hacker League site. By participating in this Contest, Applicant thereby releases and indemnifies Sponsor from any and all claims, damages, or liabilities arising from or relating to such Applicant's participation in this Contest and agrees to resolve any dispute individually, without resort to any class action. By accepting a prize in this

Contest, winners agree that Sponsor shall not be liable for any loss or injury resulting from participation in this Contest, acceptance or use of any prize, or any travel related thereto.

Applicant agrees to comply with all export laws, rules, and regulations applicable to the Submission in this Contest and agree not to submit any Submission except in compliance with such laws, rules, and regulations.

SPONSOR RESERVES THE RIGHT TO DISCONTINUE THIS CONTEST WITHOUT PRIOR NOTICE OR TO NOT GRANT ANY PRIZES IF THE SUBMITTED ENTRIES DO NOT MEET THE CRITERIA SET FORTH HEREIN. ALL JUDGING IS FINAL AND IS NOT SUBJECT TO APPEAL.

APPLICANT EXPRESSLY CLAIMS OWNERSHIP OF ANY APPLICATION SUBMITTED AND AGREES TO HOLD SPONSOR HARMLESS FOR ANY CLAIMS OF OWNERSHIP OR RIGHTS TO THE APPLICATION BY THIRD PARTIES. APPLICANT AGREES TO DEFEND, INDEMNIFY, AND HOLD SPONSOR HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, COST, OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, THAT MAY BE INCURRED BY SPONSOR AGAINST ANY CLAIMS, ACTIONS, OR DEMANDS BY A THIRD PARTY ALLEGING THAT THE APPLICATION INFRINGES THE RIGHTS OF A LEGITIMATE PATENT, COPYRIGHT, TRADEMARK, OR TRADE SECRET.

IN NO EVENT SHALL SPONSOR BE LIABLE TO APPLICANT FOR COSTS RELATED TO THE DEVELOPMENT OF THE SUBMISSION; COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS OR WINNINGS; LOST SALES OR BUSINESS EXPENDITURES, INVESTMENTS, OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS CONTEST, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY AND WHETHER OR NOT SPONSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

- 14. Privacy Policy:** Sponsor's privacy policy will apply to this Contest and to all information that Sponsor receives from Applicant's Submission. By entering this Contest, Applicant gives express consent for the collection, reproduction, use, storage, and distribution of personal information as it relates to this Contest, including, but not limited to, use, storage and distribution of personal information into and out of the European Union. Sponsor's privacy policy can be found at <http://www.esri.com/legal/privacy.html>.
- 15. Governing Law and Severability:** This Contest is governed by the laws of the state of California, United States, with venue in San Bernardino County, California, United States, and all claims must be resolved in the federal or state courts of San Bernardino County, California, United States. Laws in Applicant's country of residence may give Applicant the right to file claims before the courts of that country and may provide that some laws of that country are also applicable to this Contest. However, if any provision of the official rules or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable, or void, such decision shall not have the effect of invalidating or voiding the remainder of the official rules, it being the intent and agreement of the parties that the official rules shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting another provision that is valid, legal, and enforceable so as to give effect to Sponsor's intent.

Questions

Questions or comments about this Contest may be sent to appchallenge@esri.com.

Accepted and Agreed:

Applicant:

Signature

Name

E-mail address

Phone Number