



# 2023 Esri Hacktoberfest Contest

## Official Rules and Terms of Agreement

### Official Rules

#### 2023 Esri Hacktoberfest Contest

#### ("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 (hereinafter referred to as "**Sponsor**").
- 2. Participation: You ("Applicant")** must submit pull requests to [github.com/Esri/esri-leaflet](https://github.com/Esri/esri-leaflet), [github.com/Esri/esri-leaflet-vector](https://github.com/Esri/esri-leaflet-vector), [github.com/Esri/esri-leaflet-geocoder](https://github.com/Esri/esri-leaflet-geocoder), [github.com/Esri/calcite-design-system](https://github.com/Esri/calcite-design-system), [github.com/Esri/arcgis-rest-js](https://github.com/Esri/arcgis-rest-js), [github.com/Esri/arcgis-js-vscode-snippets](https://github.com/Esri/arcgis-js-vscode-snippets), [github.com/Esri/arcade-expressions](https://github.com/Esri/arcade-expressions), [github.com/koopjs/koop](https://github.com/koopjs/koop), repositories and be accepted and merged, or labeled as "Hacktoberfest approved" by the maintainers to be judged on the basis of number of points collected (the "Entry[ies]"). Specific instructions on how to enter are set forth herein.
- 3. Eligibility:** This Contest is open to all individuals who are the legal age of majority in their country or province of residency, including Sponsor's business partners, except for individuals who are residents of Cuba; Iran; North Korea; Syria; Crimea Region of the Ukraine;

Donetsk People's Republic (DNR); Luhansk People's Republic (LPR) of the Ukraine; Russia; Belarus; and the province of Quebec, Canada; and where prohibited by national, state, provincial, or any other governmental laws or regulations. Employees of Sponsor and its international distributors, affiliates, and sister companies, including those individuals who were former employees within the last six months prior to the announcement date of the Contest, and such employees' immediate families (spouses, 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 user 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. Applicant is encouraged to verify with his/her ethics officer whether Applicant may participate in this Contest.



- 4. How to Enter:** To enter this Contest, Applicant must submit a pull request to the previously mentioned repositories and be accepted and merged or labeled as "Hacktoberfest approved." All Entries submitted for this Contest must be submitted during the Contest Period for consideration.

SUBMITTING AN ENTRY(IES) INDICATES APPLICANT'S ACCEPTANCE OF THE OFFICIAL RULES'S TERMS AND CONDITIONS OF THIS CONTEST, ELIGIBILITY REQUIREMENTS, AND ANY ADDITIONAL TERMS AND CONDITIONS THAT SPONSOR MAY INSTITUTE IN ITS DISCRETION.

- 5. Number of Entries:** Applicant may enter this Contest multiple times so long as each submission is a unique, original Entry and is submitted separately. Applicant may not submit the same Entry(ies) more than once during this Contest.
- 6. Contest Period:** This Contest begins on Sunday, October 1, 2023. All Entries must be received no later than **11:59 p.m. Pacific standard time (PST) on Tuesday, October 31, 2023** ("Contest Period"). Entry(ies) received after this date and time will not be considered. Each Entry is considered received when accepted by Sponsor.
- 7. Judging:** Judges appointed by the Sponsor will determine the winner. Entries will be judged on the basis of the number of points an Applicant earns. Points are earned by submitting a pull request to a properly labeled issue and then having it accepted. The only two valid labels for this Contest are: "good first issue" and "help wanted". The "good first issue" label is worth 10 points, and the "help wanted" label is worth 15 points. Any one Applicant may only earn points for a maximum of one "good first issue". The Applicant who accumulates the

most points will be declared the winner. In the event of a tie, the Applicant who submitted their last accepted pull request first will be deemed the winner.

- 8. Odds:** Odds of winning will vary depending on the number of submitted valid Entries and the skill and quality of the submitted Entries based on the judging criteria described above.
- 9. Prizes:** The top prize winner will be awarded one (1) Developer Summit ticket to attend the summit at a location of the winner's choice:
- Esri European Developer Summit 2023;
  - Esri Developer Summit 2024; or
  - Esri European Developer Summit 2024.

**Please Note:** Failure of the winner to claim the prize awarded may result in disqualification and selection of an alternate winner. Prizes are not transferable, 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 the winner. Travel, accommodations/lodging, and other related expenses are the financial responsibility of the winner.

- 10. Notification of Winner:** The winner will be announced in the ArcGIS Blog on November 7<sup>th</sup>, 2023. Winner will be required to verify their eligibility. If Sponsor is unable to reach the winner by GitHub 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 entry will be considered the Applicant. "Authorized account subscriber" is defined as the natural person assigned an e-mail address associated to a GitHub account by an Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses or the domain associated with the e-mail address used.

- 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 Entry(ies) for promotional purposes in any media without payment or consideration. As a condition of prize acceptance, Contest winner agrees to allow Sponsor to publish their name, and a description of the work as well as in all media of communication now known or later developed. Contest winner agrees to execute an Affidavit of Eligibility and Waiver/Release of Liability and Publicity.
- 12. Statement of Originality and Redistribution Rights:** This Contest is intended for the free exchange of samples and tools related to Sponsor's software products. By submitting Entry, Applicant asserts that the Entry(ies) is original to the Applicant and is not the resultant output of a generative AI tool (e.g., GitHub Copilot) and has been independently produced and grants Sponsor and its agents the unconditional, irrevocable, royalty-free, worldwide right to publish, redistribute, use, adapt, edit, (re)broadcast, publicly display, and/or modify such Entry(ies) in any way, in any and all media, without limitation and without consideration to Applicant, whether or not such Entry(ies) is selected as a winning Entry(ies). Any Entry(ies) that is not produced by Applicant or that violates patent, copyright, trademark, or trade secret laws is ineligible.

BY SUBMITTING ENTRY(IES), APPLICANT REPRESENTS AND WARRANTS THAT APPLICANT HAS ALL RIGHTS, TITLE, AND INTEREST NECESSARY TO GRANT SPONSOR THE ROYALTY-FREE, WORLDWIDE, IRREVOCABLE, AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, REDISTRIBUTE, EDIT, (RE)BROADCAST, PUBLICLY DISPLAY, AND/OR MODIFY SUCH ENTRY(IES) IN ANY WAY AND POST THE ORIGINAL ENTRY(IES) ON THE INTERNET OR USE THE ORIGINAL ENTRY(IES) IN ANY OTHER WAY, AND APPLICANT AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY.

By submitting Entry(ies), Applicant agrees that Applicant's submission is gratuitous and made without restriction and will not place Sponsor under any obligation, and that Sponsor is free to disclose the ideas contained in the Entry(ies) on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to Applicant. Applicant acknowledges that, by acceptance of the submission, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, developed by its employees, or obtained from sources other than Applicant.

- 13. Disclaimers:** Applicant shall assume all responsibility for ensuring Applicant's entry 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; lost, late, delayed, or intercepted mail; inaccessibility of the Website, in whole or in part, for any reason; traffic congestion on the Internet or the Website; 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 the prize or these official rules or any inaccurate or incorrect data contained on the Website. Use of the Website 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 Website, or the download of any information from the Website. 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 the prize in this Contest, the winner agrees 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 entry in this Contest and agrees not to submit any Entry 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 PRIZE 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 ENTRY(IES) SUBMITTED AND AGREES TO HOLD SPONSOR HARMLESS FOR ANY CLAIMS OF OWNERSHIP OR RIGHTS TO THE ENTRY(IES) 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 APPLICANT AGAINST ANY CLAIMS, ACTIONS, OR DEMANDS BY A THIRD-PARTY ALLEGING THAT THE ENTRY(IES) 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 ENTRY; 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.

## Questions

Questions or comments about this Contest may be sent to [DeveloperOutreach@esri.com](mailto:DeveloperOutreach@esri.com).

- 14. Privacy Policy:** Sponsor's privacy policy will apply to this Contest and to all information that Sponsor receives from Applicant's entry. 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. Sponsor's privacy statements may be found at <https://www.esri.com/en-us/privacy/overview>.
- 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.