

2019 Tribal Story Map Challenge

Official Rules and Terms of Agreement

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 provide Esri with the URL to your original Esri Story Maps app submission (the "Entry[ies]") per the contest instructions 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 partners, except for individuals who are residents of Cuba; Iran; North Korea; Sudan; Crimea; Syria; 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 and such employees' immediate families (spouses, parents, siblings, and children), including household members of each such employee or person, are not eligible to enter. Story maps that were created for customers by Esri or Esri distributors, or that were created in collaboration with Esri or Esri distributors, are not eligible for the contest. Story maps created by Esri partners or created by Esri partners for their customers *are* eligible and may be submitted to the contest.

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 receive a prize in this Contest. Prior to entering this Contest, Applicant must verify with his/her organization whether Applicant may participate in this Contest. Applicant must provide written authorization from their organization prior to receiving any prize.

4. **How to Enter:** To enter this Contest, Applicant must complete and submit an Entry form located at go.esri.com/TSMC. Each Entry must make use of one of the Esri Story Maps apps. The story map may be hosted anywhere, including by Esri, but the code for each Entry needs to have originated with one of the Esri Story Maps apps. Contest participants may—and are encouraged to—alter or customize the Esri Story Maps apps to suit their needs. All Contest Entries must be submitted during the Contest Period for consideration.

Completion of the entry form, including, but not limited to, name, address, phone number, and email address, is required. Complete instructions for entering this Contest are available at go.esri.com/TSMC.

NO PURCHASE IS REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. OFFER IS VOID WHERE PROHIBITED

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SUBMITTING AN ENTRY(IES) INDICATES APPLICANT'S ACCEPTANCE OF THE 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 up to three (3) times so long as each submission is unique. Applicants will be sent email instructions on how to submit their story map URLs. Applicant may not submit the same Entry(ies) more than once during this Contest.
6. **Contest Period:** This Contest begins on Monday, February 4, 2019. All Entries must be received no later than 5:00 p.m. Pacific daylight time (PDT) on Wednesday, April 10, 2019 ("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 Sponsor will determine the winners. Entries will be judged on the basis of effectiveness in making subject matter interesting and understandable; providing an engaging user experience; and overall design, impact, and creativity. In the event of a tie, Esri staff will decide the final 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:** A total of three (3) prize packages overall will be awarded. Prize packages consist of:
 - One (1) Plaque
 - One (1) certificate per team member
 - one (1) one-year five (5) user Plan for ArcGIS Online (or the equivalent in credits- total of 2,500 credits)
 - Complimentary Esri training course not to exceed \$2,500.

Winners are limited to one (1) prize overall.

Please Note: Failure of a 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. Winners are solely responsible for any taxes on the prizes, and Sponsor may withhold such taxes from the prize amount prior to awarding to winners. Travel, accommodations/lodging, and other related expenses are the financial responsibility of the winners.

10. **Notification of Winners:** Winners will be announced by email during the week of April 15, 2019. Winners will also be listed online at go.esri.com/TSMC on or before the week of June 24, 2019. Plaques and certificates will be presented to winners on Wednesday, July 10, 2019 at the Esri User Conference in San Diego, California. Applicants do not need to be present to win. Winners will be required to verify their eligibility. If Sponsor is unable to reach the winner by phone and/or email within three (3) separate attempts, the corresponding prize will be awarded to an alternate winner. Should multiple Applicants using the same email account enter this Contest and a dispute thereafter arises regarding the identity of Applicant, the authorized account subscriber of said email account at the time of submission will be considered the Applicant. "Authorized account subscriber" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other

organization that is responsible for assigning email addresses or the domain associated with the submitted email address.

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 winners agree to allow Sponsor to publish their name, their organization's name, and a description of the work as well 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:** This Contest is intended for the free exchange of samples and tools related to Sponsor's software products. By submitting an Entry(ies), Applicant asserts that the Entry(ies) is original and has been independently produced and grants Sponsor and its agents the unconditional, irrevocable, royalty-free, worldwide right to publish, redistribute, use, adapt, edit, rebroadcast, 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 AN 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 an 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 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 email transmissions to be sent or received; lost, late, delayed, or intercepted email transmissions; lost, late, delayed, or intercepted mail; inaccessibility of the Esri contest 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 prizes 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 by Applicant's or any other person's computer equipment resulting from participation in this Contest, use of the website, the download of any information from the website, or use of the prizes. 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 resorting 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 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 PRIZES IF THE SUBMITTED ENTRY(IES) DOES 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(IES); 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 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 policy can be found at 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

tribalstorymapchallenge@esri.com.

Accepted and Agreed

Applicant Name

Signature

Email Address

Phone Number



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