

2020 ArcGIS StoryMaps Competition for the Sustainable Development Goals

Official Rules and Terms of Agreement

The 2020 ArcGIS StoryMaps Competition for the Sustainable Development Goals (“Competition”)

- 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 story made with ArcGIS StoryMaps or a classic Esri story maps template (the “Entry”) per the Competition instructions set forth herein.
- 3. Eligibility:** This Competition is open to all individuals who have reached 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. Stories 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 Competition. Stories created by Esri partners or created by Esri partners for their customers are eligible and may be submitted to the Competition.

This Competition 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 Competition. 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 Competition. Prior to entering this Competition, Applicant must verify with their organization whether Applicant may participate in this Competition. Applicant must provide written authorization from their organization prior to receiving any prize.

4. How to Enter: To enter this Competition, Applicant must complete and submit an entry form located at esri.com/storymaps/contest. Applicant must submit the entry through only one (1) of two (2) tracks: Professional track or Student track. Eligible Applicant with an ArcGIS account, including students, may submit an entry form through the Professional track. Eligible Applicant with an ArcGIS account and also registered or enrolled at least part-time at a two or four-year institution of higher education may submit an entry form through the Student track. Although an Applicant may meet the criteria for both Professional and Student tracks, the Applicant may only submit an entry through one track. The entry must be hosted on the Esri platform and be owned by the Applicant, Applicant’s employer, or associated academic institution. By submitting the entry to the Competition, Applicant authorizes the Sponsor to make a duplicate copy of the story and all underlying assets on the ArcGIS platform. The entry must be submitted during the Competition Period for consideration. The entry form must include,

but is not limited to, the following: professional or student track, name, address, phone number, email address, and university of record for student track. Complete instructions for entering this Competition are available at esri.com/storymaps/contest.

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

SUBMITTING AN ENTRY INDICATES APPLICANT'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS COMPETITION, ELIGIBILITY REQUIREMENTS, AND ANY ADDITIONAL TERMS AND CONDITIONS THAT SPONSOR MAY INSTITUTE AT ITS DISCRETION.

5. Number of Entries: Applicant may enter this Competition one (1) time with a new and unique submission. An Applicant may be defined as an individual (or) a group of individuals submitting one Entry together. Applicant may not submit the same Entry more than once during this Competition.

6. Competition Period: This Competition begins at 11:00 a.m. Pacific daylight time (PDT) on Thursday, August 6, 2020, and ends at 5:00 p.m. Pacific daylight time (PDT) on Wednesday, November 25, 2020 ("Competition Period"). All Entries must be received during the Competition Period. Entry(ies) received after the Competition Period will not be considered. Each Entry is considered received when accepted by Sponsor.

Judging: Sponsor will review eligible submissions and select ten (10) finalists for a Student track and ten (10) finalists for a Professional track, for a total of 20 finalists. Esri anticipates announcing the 10 Student track finalists and 10 Professional track finalists at a public event in December 2020, with details pending global health restrictions and subject to change. Guest Judges will select first, second, and third-place winners from the finalists for each track. Entries will be judged by Sponsor and Guest Judges on the basis of overall design, impact, and originality; effective use of GIS and Esri's storytelling platform; effective communication of the importance of one or more SDGs; solutions-oriented narratives around the SDGs. Each entry should be a new and original story. Each entry must address one or more of the UN Sustainable Development Goals. The Applicant shall have copyright permission(s) to use all third party materials within the entry.

7. 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.

8. Prizes: One first-place, second-place, and third-place prize will be awarded for the Professional track and one first-place, second-place, and third-place prize will be awarded for the Student track. All six (6) winners will receive a 2020 Storyteller of the Year certificate; be featured on the SDGs Today global hub and ArcGIS StoryMaps website. The two (2) first and the two (2) second-place winners also will be included in an ArcGIS Learn Lesson about the Sustainable Development Goals. The two (2) first-place winners will have the opportunity to present alongside Esri's StoryMaps team and the Sustainable Development Solutions Network during a technical session, workshop, or Special Interest Group at the 2021 Esri User Conference. Applicable attendance fees for the user conference will be waived. The prize does not include travel to and from or lodging and expenses related to the user conference. Winners may participate in the presentation remotely or through pre-recorded video. In the event a conflict arises with the user conference, winners will be scheduled to speak at another Esri corporate event with the Sponsor of this competition.

Notification of Winners: The Competition ends at 5:00 p.m. Pacific daylight time (PDT) on Wednesday, November 25, 2020 and winners will be announced in February 2021 and online at esri.com/storymaps/contest. 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 Competition 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.

9. Publicity: Except where prohibited, participation in this Competition 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, Competition 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. Competition winners agree to execute an Affidavit of Eligibility and Waiver/Release of Liability and Publicity.

10. Statement of Originality and Redistribution Rights: This Competition is intended for the free exchange of stories related to Sponsor's software products. By submitting an Entry, Applicant asserts that the Entry 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 in any way, in any and all media, without limitation and without consideration to Applicant, whether or not such Entry is selected as a winning Entry. Any Entry that is not produced by Applicant or that violates patent, copyright, trademark, or trade secret laws is ineligible.

BY SUBMITTING AN ENTRY, 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 USE, ADAPT, PUBLISH, REDISTRIBUTE, EDIT, (RE)BROADCAST, PUBLICLY DISPLAY, AND/OR MODIFY SUCH ENTRY(IES) IN ANY WAY AND POST THE ORIGINAL ENTRY ON THE INTERNET OR USE THE ORIGINAL ENTRY IN ANY OTHER WAY, AND APPLICANT AGREES TO INDEMNIFY AND HOLD SPONSOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY.

By submitting an Entry, 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 on a nonconfidential 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.

11. Disclaimers: Applicant shall assume all responsibility for ensuring that Applicant's entry is received by Sponsor within the Competition Period. No liability or responsibility is assumed by Sponsor resulting from Applicant's participation in or attempt to participate in this Competition or to download any information in connection with participating in this Competition. No responsibility or liability is assumed by Sponsor for technical problems or malfunctions that may affect the operation of this Competition including, but not limited to, any of the following occurrences: hardware or software errors; 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

Competition 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 Competition including, without limitation, unauthorized tampering, hacking, theft, viruses, bugs, or worms; destruction of any aspect of this Competition; or loss, miscount, misdirection, inaccessibility, or unavailability of an account used in connection with this Competition. Sponsor is not responsible for any typographical errors in the announcement of prizes or these official rules or for 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 Competition, use of the website, the download of any information from the website, or use of the prizes. By participating in this Competition, 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 Competition and agrees to resolve any dispute individually, without resorting to any class action. By accepting a prize in this Competition, winners agree that Sponsor shall not be liable for any loss or injury resulting from participation in this Competition, 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 Competition and agrees not to submit any Entry except in compliance with such laws, rules, and regulations.

SPONSOR RESERVES THE RIGHT TO DISCONTINUE THIS COMPETITION 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 COMPETITION, 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.

12. Privacy Policy: Sponsor's privacy policy will apply to this Competition and to all information that Sponsor receives from Applicant's entry. By entering this Competition, Applicant gives express consent for the collection, reproduction, use, storage, and distribution of personal information as it relates to this Competition. Sponsor's privacy policy can be found at esri.com/legal/privacy.html.

13. Governing Law and Severability: This Competition 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 Competition. However, if any provision of the official rules or the application of any such provision to any person or circumstance is 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 or comments about this Competition may be sent to mthomas@esri.com.