Esri What in the World? Challenge
Official Rules — Terms and Conditions

The Esri What in the World? Challenge (“Contest”)

1. Sponsor: Environmental Systems Research Institute, Inc., 380 New York Street, Redlands, California 92373 USA (hereinafter referred to as either "Esri" or “Sponsor”).

2. Participation: You (“Applicant”) must answer questions related to and about four sets of change pairs and the differences between each change pair per the Contest's Official Rules as set forth herein.

3. Eligibility: This Contest is open to all attendees of the 2019 Esri User Conference, 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 Sponsors, Sponsors’ international distributors, their affiliates or sister companies, and their respective employees, including those individuals who were former employees within the last six (6) 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 user community.

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

Minors: If Applicant is not of the age of majority in their country or province of residency (e.g., under 18 years of age), then a parent or guardian must agree to accept and be responsible for all the terms and conditions set forth in the Official Rules on behalf of the Applicant/minor child.

4. How to Enter: To enter this Contest, Applicant must complete and submit an Entry form that uses the Survey123 app located at one of the five laptop stations at the What in the World display in the public area of the San Diego Convention Center. Applicant’s Contest Entry 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.

Note: Use of other digital technology other than the equipment provided at the What in the World display is not permitted.

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

5. **Number of Entries:** Applicant may enter this Contest only once.

6. **Contest Period:** This Contest begins at 10:00 a.m. PDT on Monday, July 8, 2019. All Entries must be received no later than 12:00 p.m. Pacific daylight time (PDT) on Thursday, July 11, 2019 (“Contest Period”). Entries received after this date and time will not be considered. Each Entry is considered received when accepted by Sponsor.

7. **Judging:** At the end of each day Monday July 8th-Wednesday July 10th and after 12:00 noon on Thursday, July 11th, that day’s Applicant(s) with the most correct answers will be deemed the winners of the Contest. If there is more than one Applicant with the correct number of answers, Esri will use a random number generator to pick the winning row (i.e., number 8 is picked, the 8th row on the spreadsheet of highest scorers is the deemed the winner).

8. **Odds:** Odds of winning will vary depending on the number of submitted valid Entries and the knowledge and skill of the Applicants.

9. **Prizes:** Daily prizes will be awarded as swag bags provided by Esri and the contest sponsors, which may be picked up at the Imagery area of the Expo, until 4:00 p.m., Thursday, July 11, 2019.

**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 notified on or before July 19, 2019 and their names will be publicly announced online at the UC Get Involved page, and via the Esri Insider Blog. 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.

11. **Publicity:** Except where prohibited and as a condition of prize acceptance, participation in this Contest constitutes consent for Esri and the What in the World? contest sponsors to use Applicant’s name, likeness, voice, opinions, country of residence, personal data, and organization's name for promotional purposes in all media of communication now known or later developed without payment or consideration. Contest winners agree to execute an Affidavit of Eligibility and Waiver/Release of Liability and Publicity.

12. **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 or mail; inaccessibility of the Esri Contest website, in whole or in part, for any reason; traffic congestion on the Internet or the Esri Contest 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 Esri Contest website. Use of the Esri Contest website is at Applicant’s own risk. Sponsor is not responsible for any personal injury, death, 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 Esri Contest website, or the download of any information from the Esri Contest 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 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 U.S. 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 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 SUBMITTED AND AGREES TO HOLD SPONSOR HARMLESS FOR ANY CLAIMS OF OWNERSHIP OR RIGHTS TO THE ENTRY 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 INFRINGES OR MISAPPROPRIATES 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.

13. Privacy Policy: Sponsor’s privacy statement 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 according to the terms of this agreement. Sponsor’s privacy statement can be found at www.esri.com/legal/privacy.html.

14. 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 a claim 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 UCSpecialDisplays@esri.com.