

### 2022 ArcGIS StoryMaps Competition

### Official Rules and Terms of Agreement

## The 2022 ArcGIS StoryMaps Competition ("Competition")

#### 1. Sponsor:

Environmental Systems Research Institute, Inc. (Esri), 380 New York Street, Redlands, California 92373 USA (hereinafter referred to individually as "Sponsor").

#### 2. Participation:

You ("Applicant") must provide Esri with the URL to your original story made with ArcGIS StoryMaps (the "Entry") per the Competition instructions set forth herein.

#### 3. Eligibility:

This Competition is open globally to individuals at least 18 years old, except for individuals who are residents of Cuba; Iran; North Korea; Crimea Region of the Ukraine; Syria; province of Quebec, Canada; Donetsk People's Republic (DNR); Luhansk People's Republic (LPR); Russia; Belarus; and where prohibited by national, state, provincial, or any other governmental laws or regulations. Any access to Esri software, documentation, technical data and technology is subject to all applicable U.S. export control and trade sanctions laws and 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 Competition, 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 Sponsor's distributors, or that were created in collaboration with Sponsor's distributors, are not eligible for 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 his/her organization whether Applicant may participate in this Competition. Applicant must provide written authorization from their organization prior to receiving any prize.

**How to Enter:** Entries must be submitted to one of five categories through the official entry form located at esri.com/storymaps/contest.



- 1. Digital humanities and popular culture
- 2. Health and safety
- 3. Humanitarian and social justice
- 4. Nature and physical science
- 5. Planning and infrastructure

The entry must be submitted during the Competition Period for consideration.

The entry form must include, but is not limited to, the following: Applicant name, address, email address, and story title and URL.

**Account:** Entries may be created and submitted from one of four types of accounts (but not a public account):

- A student account at an institution of <u>higher</u> education;
- ArcGIS Creator or Professional;
- ArcGIS for Personal Use; or
- ArcGIS Enterprise account.

The entry must be able to remain publicly visible without login through at least November 2024 (i.e., two years minimum past the close of this event).

**Login:** Entries must be visible without requiring a login. Entries engaging "premium data" (login required, such as premium content from Living Atlas) must set the display to permit access without needing a login. *See* <u>helpful note</u>.

Complete instructions for entering this Competition are available at <a href="mailto:esri.com/storymaps/contest">esri.com/storymaps/contest</a>.

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.

**Number of Entries:** An applicant may enter this Competition one (1) time with a unique submission. An Applicant may be defined as an individual (or) a group of individuals submitting one Entry together.

#### 4. Competition Period:

This Competition begins at 11:00 a.m. Pacific daylight time (PDT) on Monday, July 11, 2022, and ends at 5:00 p.m. Pacific daylight time (PDT) on Friday, October 7, 2022 ("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:** Guest judges will select one (1) winner and one (1) runner up for each of the five (5) submission categories.

Guest judges will select the winners and runners up in each category based on the following criteria:

- Overall design, impact, and originality
- Effective use of GIS and the ArcGIS StoryMaps service
- Innovative data visualization



Esri's StoryMaps team will select the winners of three special categories:

- Story with the best map choreography
- Most effective visual language
- Most innovative use of data for storytelling

Entries must be "original work," conceived, created, and completed entirely by the Applicant submitting the Entry. Entries may use data or content generated by outside persons or institutions, so long as the use of such third-party data or content is used under written license or permission, within guidelines of "fair use" as described by the U.S. Copyright Act, or is in the public domain.

#### 5. 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.

**Recognition:** A winner and runner up will be assigned for each of the five (5) submission categories. A winner also will be assigned for each of the three (3) special categories.. All eight (8) winners and five (5) runners up will receive a 2022 ArcGIS StoryMaps Competition certificate, and the stories will be featured on the ArcGIS StoryMaps website.

The eight (8) first-place winners also will:

- receive one (1) Esri Press book selected from a short list of popular Esri books
- be featured in an interview with Esri's StoryMaps team to be published on the ArcGIS Blog

**Notification of Winners:** The Competition ends at 5:00 p.m. Pacific daylight time (PDT) on Friday, October 7, 2022 and winners will be announced on November 16, 2022 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 Applicant by 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.

#### 6. Publicity:

Except where prohibited, participation in this Competition constitutes consent for Sponsor to use Applicant's entry and description of work anonymously 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.



# 7. 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 Sponsors, developed by its employees, or obtained from sources other than Applicant.

#### 8. 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.

#### 9. Privacy Policy:

Both Sponsor's privacy policies will apply to this Competition and to all information that a respective 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. Each Sponsor's privacy policy can be found at esri.com/legal/privacy.html.

#### 10. 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.