

The Story Map Contest (hereinafter "Contest")

## **Terms and Conditions**

ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

AGREEMENT: In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry and Submission (as defined below) to ensure you understand and agree. You agree that Submission of registration in the Contest constitutes agreement to these Rules. You may not submit a story map for the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Esri India Technologies Ltd (hereinafter "Company") (as defined below) with respect to the Contest.

- 1. **Company**: Esri India Technologies Ltd (hereinafter referred to as "Company").
- 2. **Participation**: You ("Applicant") must provide Company with the URL to your original Esri Story Map submission (the "Entry [ies]") as per the contest instructions set forth herein.
- 3. **Eligibility**: This Contest is open to all individuals who are citizens of India. Current employees, apprentices, trainees, or interns of the Company are not eligible to participate in the Contest.
  - 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. Company 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: Applicant is encouraged to verify with his/her ethics officer whether Applicant may participate in this Contest.
- 4. **How to Enter**: Contestant must make use of one of the templates defined for the contest. 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 Map apps. All Contest Entries must be submitted during the Contest Period for consideration.
- 5. **Number of Entries**: Applicant may enter this Contest up to three (3) times so long as each submission is unique. Applicant may not submit the same Entry(ies) more than once during this Contest.
- 6. **Contest Period**: This Contest begins on Wednesday, April 15, 2016. All Entries must be received no later than 6:00 p.m. India Standard Time (IST) on Monday, May 30, 2016 ("Contest Period"). Entry(ies) received after this date and time will not be considered.



- 7. **Judging**: 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. Below will be the parameters:
  - Template used
  - Visual impact
  - Use of multimedia
  - Supporting information
  - Maps/Icons/Pop ups
- 8. **Content Restrictions**: The Submission must NOT contain:
  - Nude, lewd or vulgar material.
  - Any virus, trojan attack
  - Material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, copyright patent, trademark, trade secret or other proprietary right of any party.
  - Material that promotes racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- 9. **Prizes**: Esri India will provide first, second and third prize

First prize- Gift vouchers of INR 7,500 Second prize- Gift voucher of INR 5,000 Third Prize- Gift voucher of INR 3,000

The Company reserves the right to change the value or cancel the prize money or change the mode of payment. 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 if applicable.

- 10. **Notification of Winners**: Company will notify the finals on the email id provided by the contestants. Company will not be responsible in case the contestant do not receive or read the communication.
- 11. **Publicity**: Except where prohibited, participation in this Contest constitutes consent for company 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



company 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.

- 12. Statement of Originality and Redistribution Rights: This Contest is intended for the free exchange of samples and tools related to company's software products. By submitting an Entry(ies), Applicant asserts that the Entry(ies) is original and has independently produced and grants company the unconditional, irrevocable, royaltyfree, 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 company 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 company under any obligation, and that company is free to disclose the ideas contained in the Entry(ies) 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, company does not waive any rights to use similar or related ideas previously known to company, 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 Company within the Contest Period. No liability or responsibility is assumed by company resulting from Applicant's participation in or attempt to participate in this Contest or download any information in connection with participating in this Contest.
- 14. **RIGHT TO CANCEL, MODIFY OR DISQUALIFY**. If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper



conduct of the Contest, the Company reserve the right at its sole discretion to cancel, terminate, modify or suspend the Contest. The Company further reserves the right to disqualify any Team who tampers with the Submission process or any other part of the Contest or Contest Site. Any attempt by a Team to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Contest Administrator reserves the right to seek damages from any such Team or school to the fullest extent of the applicable law.

- 15. **Restrictions on the Export of Technical Information**: Contestants must ensure that all submissions submitted to the Company are not subject to controls requiring government authorisation for export or release of certain technology and technical data.
- 16. Choice of Law: These Rules shall be governed by laws of India. All disputes, controversies and differences of opinion arising out of or in connection with this Agreement or for the breach hereof which cannot be settled amicably by the Parties hereto shall be settled by a sole arbitrator appointed by the parties according to the provisions of the Indian Arbitration & Conciliation Act, 1996 and any amendments thereto from time to time. The decision of the sole Arbitrator shall be final and binding on both the parties. The venue of arbitration shall be Delhi. The arbitration proceedings shall be conducted in the English language. Any legal action or proceedings relating to this Agreement shall be exclusively instituted in competent courts at Delhi, India.
- 17. **Questions**: Questions or comments about this contest may be sent to <a href="mailto:storymaps@esriindia.com">storymaps@esriindia.com</a>