

## NYC Open Data Project Gallery Contest

The Project Gallery is a new feature of NYC Open Data's website (<https://opendata.cityofnewyork.us/>) that aims to showcase the diversity of projects that utilize the wealth of public data available on NYC Open Data. The NYC Open Data Project Gallery Contest (the "Contest") is an initiative of the City of New York and its Mayor's Office of Data Analytics ("Sponsor"), intended to provide recognition to individuals and entities ("Participants") for developing projects that effectively incorporate and/or make use of the public data available on NYC Open Data ("Project(s)").

The Contest intends to award prizes for the Project(s) that best utilize NYC Open Data. Projects submitted to this Contest may be featured on the Project Gallery at the Sponsor's discretion. Winners of the Contest will win awards (as specified below), be provided with a Certificate of Recognition from the Mayor, and may be invited to present their Project at a public event ("Event") hosted by Sponsor.

### Official Rules

1. The Contest will begin at 9:00:00 AM Eastern Standard Time ("EST") March 3, 2018 and end at 11:59:59 PM EST on May 1, 2018 ("Contest Period"). Participation is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. You are responsible for checking applicable laws in your jurisdiction before participating in the Contest to make sure that your participation is legal under the laws of applicable local, state or national jurisdictions and to ensure that you comply with all such relevant laws.
2. **ELIGIBILITY:** The Contest is open to individuals (or teams of eligible individuals) and entities residing, legally domiciled, or, in the case of entities, incorporated in the United States (plus the District of Columbia) and abroad. Individuals must be ages 13 or older. If any individual is under the age of 18, the parent(s) or legal guardian(s), if any, must sign in the place(s) provided for such signature(s) on behalf of the minor. For teams or entities, only one authorized person must enter into this Contest on behalf of such team or entity.

In order to participate, you must agree to these Official Rules. Employees of the City of New York who are not involved in the design of the Contest or the judging and evaluation of participants and do not work for the Mayor's Office of Operations or the Department of Information Technology and Telecommunications shall be permitted to participate in the Contest, provided such employees shall only be eligible for the NYC Innovator Award. Employees of the Mayor's Office of Operations, the Department of Information Technology and Telecommunications, and the judges or any of their respective offices, affiliates, subsidiaries, or any other company or individual involved

with the design, production, execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, sibling and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible to participate and receive any award.

The Contest is subject to all applicable United States federal, state and local laws and regulations. Participation constitutes participant's full and unconditional agreement to Sponsor's decisions, which are final and binding in all matters related to the Contest.

Participants may submit a Project specifically designed for the Contest or an existing Project. All Projects must:

- Utilize public data available on NYC Open Data during the Contest Period;
- Be solely owned by Participant such that no other party has any rights or interest, whether known or unknown; and not violate the intellectual property, common law, or privacy rights of other parties;
- Be original;
- Be either in English or, if in a language other than English, be accompanied by an English translation of the text or images.
- Not be indecent, defamatory, in obvious bad taste, demonstrate a lack of respect for public morals or conduct, or adversely affect the reputation of the Sponsor; be illegal under applicable laws; depict hatred, defame, threaten a specific community in the society or incite violence; contain vulgar language or violence; or contain pornography, obscenity, or sexual activity.

Failure to comply with any of these requirements may result in disqualification from the Contest at the Sponsor's sole discretion.

3. **HOW TO ENTER:** To enter, Participants must visit the [Project Gallery Website](#) to complete all required fields of the Contest submission form, including but not limited to description(s) of the project), in accordance with these Rules ("Submission"). A Project for the Project Gallery could be as simple as a blog post describing an insight drawn from analyzing an asset type published on NYC Open Data (e.g., dataset, map, chart, external link) ("Asset"), or as complex as a mobile application developed by a company built on Open Data. Other examples of Projects include, but are not limited to: maps, research reports, articles with statistics citing NYC Open Data, operational dashboards, web and mobile applications and data visualizations.

The Contest submission form and Submission must be submitted via the Contest Website no later than May 1, 2018 at 11:59:59 PM EST. Participants will be required to

acknowledge electronically that they have read and agree to these Official Rules, affidavit of eligibility, grant of rights, and release and waiver of liability.

4. **JUDGING:** The Judging Period will begin at 9:00:00 AM EST on May 2, 2018 and end at 11:59:59 PM EST on May 31, 2018. The Sponsor will appoint a panel of up to 6 judges who may be replaced or substituted with other judges from the same office or organization at the Sponsor's sole discretion.

**JUDGES:**

- **Albert Webber** - DoITT Open Data Director
- **Mitsue Iwata** - Mayor's Office of Data Analytics Project Manager
- **Jenny Ye** - Director, WNYC Data News Team
- **Tyler Woods** - Technical.ly Brooklyn Editor
- **Jessie Braden** - Pratt SAVI Institute Director
- **Andy Saldana** - NYC Tech Alliance

The panel of judges will select one winning Submissions per award type (the "Winners") in its sole discretion from among all of the Submissions. In the event of a tie for an Award, Adrienne Schmoeker, the Director of Civic Engagement and Strategy at MODA will weigh in and select the Winner for such Award.

Submissions will be measured against their ability to:

- **For the Mayor's Civics Award:**
  - Project used at least one NYC Open Data Asset
  - Project features an interesting insight about participating in civic society in NYC
  - Project is creative and interesting
  - Project involves manipulation/analysis of at least one NYC Open Data Asset
  
- **For the Data Science Award:**
  - Project used at least one NYC Open Data Asset
  - Project required data analysis
  - Project developed an interesting insight
  - Project is creative and interesting
  - Project involves manipulation/analysis of at least one NYC Open Data Asset
  - **Bonus (but not required):** the code used for the analysis is open source

- **For the Open Data Award:**
  - Project used at least two NYC Open Data Assets
  - Project is creative and interesting
  - Project involves manipulation/analysis of at least one Open Data Asset
  
- **For the Most Creative Award:**
  - Project used at least one NYC Open Data Asset
  - Project is visually compelling
  - Project is creative and interesting
  - Project involves manipulation/analysis of at least one Open Data Asset
  
- **For the NYC Innovator Award:**
  - Project used at least one NYC Open Data Asset
  - Project is creative and interesting
  - Project is submitted by an eligible City of New York employee

5. **WINNER SELECTION:** ALL POTENTIAL AWARDEES ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. The Submissions that receive the highest overall scores for each Award from judges during the Judging Period will be Winners. The Winners will be notified via email on or about June 1, 2018 using the contact information provided at the time the entrant entered the NYC Open Data Project Gallery Contest, and will be posted on the NYC Open Data website or blog.
6. **THE AWARDS:** Five types of Awards will be awarded for this Contest: (i) the Mayor’s Civics Award; (ii) the Data Science Award; (iii) the Open Data Award; (iv) the Most Creative Award; and (v) the NYC Innovator Award. There will be one winning Submission per Award, and each Submission is eligible to win one or more Awards. Each Winner will also receive a certificate of recognition from the Mayor. On or about June 1, 2018, Sponsor will announce the Winners for each Award on the NYC Open Data website (<https://opendata.cityofnewyork.us/>).

All Submissions and Participants may also be featured on the NYC Open Data website and on official social media channels operated by the Sponsor. Placement onto the NYC Open Data website or social media does not constitute endorsement by the Sponsor of the individual, team or entity, Submission, Project, or the content or ideas therein. Winners will have the opportunity to present their Submissions at an Event organized by Sponsor.

Award does not include assistance with or travel costs or other expenses associated with the Event. No cash in lieu of award. No substitution of award is permitted except by Sponsor. Award is not assignable or transferable. Limit one award per person, team or

entity. Awards are limited in amount to individuals. Team or entity awardee(s), meaning that if a team or entity wins an award, the team or entity shares the award among its members. All of the award elements are subject to change and shall be determined by Sponsor in their sole discretion. The Approximate Retail Value (“ARV”) of the Award(s) will be \$0. Any difference between stated value and actual value will not be awarded. Winner is responsible for any transportation not specifically noted in these rules. Awardee is responsible for obtaining all necessary travel documents prior to travel. Certain restrictions, as determined by Sponsor, may apply. All specifics of the Event will be at Sponsor’s discretion. If Awardee(s) cannot comply with these restrictions or any other portion of these Official Rules, the award will be forfeited in its entirety and an alternate Awardee (s) will be chosen. If Awardee(s) cannot meet deadlines specified by Sponsor, the award will be forfeited in its entirety and the award may be awarded to an alternate awardee selected by the panel of judges from among entries. All costs and expenses associated with award acceptance and use not listed herein as part of the award including, without limitation, ground transportation (other than that specified above as included in prize), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of Awardee.

All federal, state and local income taxes on award(s) and gratuities are solely the responsibility of the Awardee. Payments, if any, to potential Awardee(s) are subject to the express requirement that they submit to the Sponsor all documentation requested by the Sponsor in compliance with all applicable state, federal and local tax reporting and withholding guidelines. All Awards will be net of taxes Sponsor are required by law to withhold. The Awardee is responsible for ensuring that he/she complies with all the applicable tax laws and filing requirements. If the Awardee fails to provide such documentation or comply with such laws, the prize may be forfeited and the Sponsor may, in their sole discretion, select an alternative potential Awardee.

7. **OWNERSHIP OF SUBMISSIONS:** Sponsor does not claim any ownership rights in your Submission. By participating, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, fully paid-up, perpetual and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Submission, including without limitation the right to use all or part of your Submission in any format in perpetuity.

By participating, you consent to the use, by Sponsor, their affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Contest and Sponsor’ related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. If you are a minor, your

parent or legal guardian must consent on your behalf and approve your entry indicating his or her permission.

8. **WARRANTIES:** By participating in the Contest, you represent and warrant that your Submission:

- is your own original work;
- descriptions of Projects, including use of open source code, are truthful and accurate;
- does not violate or infringe upon the copyrights, trademarks, patent or other rights of any person or entity;
- does not contain malicious code, such as viruses, timebombs, cancelbots, worms, Trojan horses or other potentially harmful programs or other material or information;
- does not and will not violate any applicable law, statute, ordinance, rule or regulation; and
- does not trigger any reporting or royalty obligation to any third party.

You further represent and warrant that your participation is permitted under applicable laws of your local state or national jurisdiction and that the rights that you are granting under these Official Rules do not conflict in any way with any other agreement to which you are a party, or with any commitments, restrictions, or obligations that you are under to any other person or entity.

Parents or legal guardians of participants under the age of 18 must agree to these terms on behalf of any participant who is a minor at the time of entry.

9. **OTHER THINGS TO KNOW**

**Participation Conditions and Release**

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Contest judges which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor, and their respect parent, subsidiary, and affiliated companies, the award suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights,

property damage, or death or personal injury arising out of or relating to a Participant's Submission, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of an award (including any travel or activity related thereto) and/or the broadcast, transmission, performance, exploitation or use of a Submission; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to a participant's participation in the Contest and/or Participant's acceptance, use or misuse of an award.

### **Publicity**

Except where prohibited, participation in the Contest constitutes participant's or his or her parent's or legal guardian's consent to Sponsor's and its agents' use of his or her name, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose in any media, worldwide, without further payment or consideration.

### **General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in their sole discretion. Sponsor reserve the right in their sole discretion to disqualify any individual or participant it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor are not responsible for, nor are they required to count, incomplete, late, misdirected, damaged, unlawful or illicit Submissions, including those secured through automated means or by registering more than one e-mail account and name, using another participant's e-mail account and name, as well as those lost for technical reasons or otherwise.

### **Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Contest, (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Contest; (4) technical or human error which may occur in the

administration of the Contest or receipt or use of any award. If for any reason a participant's Submission is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is to provide another Submission within the applicable deadline. No more than the stated number of awards will be awarded.

## **Disputes**

Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any award, other than those concerning the administration of the Contest or the determination of awardees, shall be resolved individually, without resort to any form of class action; (2) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any awards, shall be resolved exclusively by the United States District Court or the appropriate New York State Court; (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (4) under no circumstances will participant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law of conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

## **Privacy**

Sponsor collects personal information from you when you enter the Contest. The information collected is subject to the NYC.gov privacy policy located here (<http://www1.nyc.gov/home/privacy-policy.page>).

## **Contest Results**

For Contest results go to [Project Gallery Website](#) on or about June 1, 2018.

## **Sponsor**

City of New York and its Mayor's Office of Data Analytics, located at 100 Gold Street, New York, NY 10038.



### **Additional Terms**

Sponsor reserves the right to modify the Official Rules, and/or Contest format at any time. It is anticipated that any such modifications will be posted to the Contest Website and that it will be the responsibility of the Participants to check the website for any such changes.