

NYC Open Data Project Gallery

The Project Gallery is a 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 (the "Gallery") is an initiative of the City of New York and its Mayor's Office of Data Analytics ("Sponsor"), intended to provide recognition to individuals, teams of 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)"). Participants are encouraged to submit Projects to the Gallery on an ongoing basis.

Official Rules

1. ELIGIBILITY: Submission to the Gallery

- Participants may submit Projects to the Gallery as individuals or as part of a team.
 - Teams: Only one person should submit the Project on behalf of the team. If a team includes members who are 13 years old or younger, an adult must submit the Project on the team's behalf and must not submit minors' names or other identifying information about the minors without their parents' or legal guardians' consent.
- Individuals may submit projects using pseudonyms.
- Individuals under 18 years old:
 - By submitting a Project, an individual who is 14 to 17 years old represents a parent or legal guardian consents to their participation, unless the individual is a legally emancipated adult.
 - If an individual who is 13 or younger would like to participate, their parent(s) or legal guardian(s) must submit the Project and agree to the Rules on behalf of the minor. When submitting a Project on a minor's behalf, parent(s) or legal guardian(s) must submit their own contact information. Parents or legal guardians may include the child's name, age, and contact information with the submission, but this is not required.
- Participants may, but are not required to, include photographs or other likenesses of themselves with their submissions.
- Except where prohibited, participation in the Gallery submission process constitutes Participant's or their parent's or legal guardian's consent to Sponsor's and its agents' use of a Participant's submitted materials, including name, age, likeness, photograph, voice, opinions and/or hometown and state, for promotional purpose in any media, worldwide, without further payment or consideration.
 - Participants who are 14 to 17 years old: Except where prohibited, by participating in the Gallery submission process, a Participant who is 14 to 17 years old represents their parent or legal guardian consents to Sponsor's and its agents' use of the Participant's submitted materials, including name, age, likeness, photograph, voice, opinions and/or hometown and state, for promotional purpose in any media, worldwide, without further payment or consideration, unless the individual is a legally emancipated adult.
 - Participants who are 13 years old or younger: Parents or legal guardians of individuals age 13 or younger must provide consent, using the notice and consent terms provided on the Project Gallery Submission Form, to the publication of and Sponsor's and its agents' use of their child's name, age, likeness, photograph, voice, opinions and/or hometown and state for promotional purpose.
- Participants may submit a Project specifically designed for the Gallery, or a Project created for another purpose. All Projects must meet the following requirements:
 - A Project must use public data available on NYC Open Data;
 - The Participants must be the sole owners of their Projects. No other party besides Participant may have any rights or interest in a Project, whether known or unknown, and the Project must not violate the intellectual property, common law, or privacy rights of other

- parties.
 - Projects must be original.
 - Projects must either be in English or, if they are not in English, must include English translations of the text or images.
 - Projects must 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.
- Sponsor may reject a Project if it does not comply with any of these requirements. Participants must agree to these Official Rules.
 - United States laws, including local laws and regulations, apply to Gallery submission. By submitting a Project, Participants fully and unconditionally agree to Sponsor's decisions, which are final and binding.

2. HOW TO SUBMIT

- To enter, Participants must visit the [Project Gallery Website](#) to complete all required fields of the Gallery 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, operational dashboards, research reports, articles with statistics citing NYC Open Data, web and mobile applications and data visualizations.
- Participants will be required to acknowledge electronically that they have read and agree to these Official Rules.
- SELECTION FOR PUBLICATION: Projects will be selected on the basis of an evaluation completed by the Sponsor regarding the following elements: the project's improvement of user ability to use or understand the dataset, the extent to which the project engages in civil society, the project's visual quality, and whether the project displays any other notable qualities Sponsor determines. Sponsor will notify Participants about the outcome of their submission via email on using the contact information Participants provide when they submit their Projects. Determinations will also be posted on the NYC Open Data website or blog.
- All Submissions and Participants may also be featured on the NYC Open Data website and on official social media channels Sponsor operates. Placement onto the NYC Open Data website or social media does not constitute Sponsor's endorsement of the individual, team or entity, Submission, Project, or the content or ideas therein. Sponsor will only share a Participant's photograph if the Participant grants permission.
- OWNERSHIP OF SUBMISSIONS: Sponsor does not claim any ownership rights in your Submission. However, 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 the name, likeness, and image you provided, in connection with the Sponsor's 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.

3. **WARRANTIES:**

- By submitting your project to the Gallery, 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.

4. **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 which are binding and final; (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 promotion, 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 Gallery submission process, 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 Gallery submission process.

General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Gallery submission process, 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 in the Gallery submission process, as determined by Sponsor in their sole discretion. Sponsor reserves 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 Gallery submission process 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 Gallery submission process may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves 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 email 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 Gallery, (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 Gallery; (4) technical or human error which may occur in the

administration of the Gallery submission process, 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 Gallery submission process, or any award, other than those concerning the administration of the Gallery submission process 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 Gallery submission process, 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 submitting a project, 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 Gallery submission process, 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.

Participation

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 submitting a project 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.

Privacy

Sponsor collects personal information from you when you submit a project to the Gallery. The information collected is subject to the NYC.gov privacy policy located here <http://www1.nyc.gov/home/privacy-policy.page>.

Sponsor

City of New York and its Mayor's Office of Data Analytics, located at 253 Broadway, New York, NY 10007.

Additional Terms

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