

Data Visualization Challenge Terms of Participation

PLEASE READ THESE TERMS OF PARTICIPATION CAREFULLY.

By participating in the Challenge through submitting a Challenge entry form, the participant/team shall be deemed to have accepted and agreed to be bound by all the Terms of Participation set out herein.

1a. The "Data Visualization Challenge" ("the Challenge") is organized by Institute of Urban Transport with support from EMBARQ India ("the Organizers"). The Organizers invite the Public to form teams, and utilize a particular dataset (along with additional datasets from relevant sources) to create impactful visualizations. Visualizations must use data to tell stories about the following theme - "How do we move about our cities?"

1b. "Visualization" is defined as a static or an interactive graphic that conveys data & information in a visually engaging format. It can be in the form of charts, images and icons, animations, text, maps, and other methods for abstracting and conveying relevant information. Static data visualization has sometimes been referred to as infographics. Interactive graphic offers some form of user interaction that allow the viewer to explore, filter, or otherwise manipulate the data display.

2. To enter the Data Visualization Challenge, each team shall submit their entry ("Challenge entry" or "Challenge entries" respectively) online via UMI Website (the "Website"). Each Challenge entry must be submitted in digital format.

3. Each participant may be an individual or a team comprising of up to three (3) individuals (reference to "Participant" shall be taken to mean the individual submitting an entry or the individuals comprising the team submitting an entry).

Challenge Period

4. Challenge entry submission begins on 29th October 2014 at 1200 hours IST and ends on 19th November 2014 at 2400 hours IST. The Organizer reserves the right to extend the deadline of the Challenge if required.

Eligibility

5a. The Challenge is open to all except for: the individuals who are employees of Embarq India and UIT unless otherwise approved by the Organizer, any other individuals who are involved in administering or organizing the Challenge.

Entry Submission

6a. All entries submitted must use primary data from the Organizer's dataset. Entries that do not include any data from the Organizer's dataset will not be eligible. The relevant terms of use applicable to government datasets will apply. Participants are required to check and comply with the relevant terms of use whenever they access or download any government datasets for use. The same applies to non-government datasets. In addition, Participants are to clearly state in their submission the websites that the datasets were downloaded from, the source of the datasets and the date the datasets were downloaded.

6b. All submissions must be submitted using the Challenge entry form via ("Challenge entry form"). No other methods of entry will be accepted. The Organizer are not responsible for Challenge entry forms which are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including any electronic, computer or communication malfunction or error,

or the inability to access the Website or any website associated with this Challenge.

6c. All Participants are required to fill in their personal particulars accurately in the Challenge entry form. Challenge entry forms with incomplete or invalid details will be disqualified immediately.

6e. Participants are allowed to submit more than one entry.

6f. In the event that the Organizer receive two identical or very similar Challenge entries by two different Participants, only the Challenge entry from the Participant who submitted the entry first will be considered eligible.

6f. Submitted Challenge entries with content deemed as irrelevant or offensive by the Organizer will be removed at the Organizer's sole discretion. The Organizer reserves the right to disqualify submitted Challenge entries which (a) are considered to be spam; (b) contain vulgar language or violence; (c) contain pornography, obscenity; and/or (d) are, in the Organizer's view, of inappropriate nature to be published on the internet.

Judging Criteria and Format

7a. All eligible Challenge entries will be shortlisted and judged based on the following:

Categories

- Most beautiful entry
- Most insightful entry
- Most comprehensive entry
- Most creative entry
- Best overall visualization

Criteria

- Is your visualization relevant to the theme of how we move about Indian cities?
- How thorough is your underlying analysis as explained in your methodology?
- Does your visualization look aesthetically pleasing?
- Does your visualization and analysis uncover new ideas, concepts, or ways of seeing a challenge?
- Does your visualization use the dataset in the most effective manner?
- Does your visualization use technology and tools innovatively?

Prizes

8a. The top 5 winning submissions will be felicitated at the UMI conference on 28th November 2014. For the avoidance of doubt, if the winning submission was submitted by a team, only one prize will be awarded to the team. A prize will not be given to each individual comprising the team.

8b. Prizes are non-transferable, non-negotiable and non-exchangeable. Prizes will be given in the form of awards/certificates. For Participants that comprise a team, the certificates will be made in the name of the team members.

8c. The Organizer reserves the right to cancel, change, replace or remove the prizes at any time with or without notice to the Participants.

Intellectual Property Rights

9a. Each Participant acknowledges that it is the sole author and owner of all rights, title and interest subsisting in their submitted Challenge entries (including intellectual property rights) for the entries submitted.

9b. Each Participant warrants that their submitted Challenge entry is their original work and idea.

9c. Each Participant grants the Organizer an irrevocable, perpetual, paid-up, royalty-free, non-exclusive worldwide license to display, broadcast, modify, summarize and communicate their Challenge entry to the public and to any entities on any and all media whatsoever, for any purpose whatsoever, including (but not limited to) featuring them in websites or other media for publicity or educational purposes.

9d. Challenge entries that do not fulfil the above criteria will be deemed ineligible and will be disqualified.

Publicity

10a. Each Participant consents to participate in the publicity activities of the Organizer in relation to the Challenge or for other future publicity without any payment or compensation thereof.

10b. Each Participant consents to the public disclosure of his/her name, photograph, and other details as submitted in the Challenge entry form, as the case may be, for administering the Challenge and for publicity purposes. Each Participant consents to the use of any data provided by such Participant for any future publicity effort by the Organizer or by any third party acting on behalf of the Organizer, without any payment or compensation thereof. Such use includes, but is not limited to the following purposes: operating, administering and promoting the Challenge; displaying the Participant's Challenge entry on any media or community space; and for the issuing of any media release or media pitches with the Challenge entries.

Liability and Indemnity

11a. The Organizer will exercise reasonable care in handling the entries submitted. However, they will not be liable for any loss of entries or any unauthorized use of the photographs displayed on the Website.

11b. Each Participant accepts all risks of personal injury or property damage of any nature whatsoever that may arise from his/her making or creation of the entry or participation in this Challenge and will not in any way hold the Organizer responsible for any liability, loss, damage, expense and cost which he/she may sustain or incur as a result of his/her participation, except for liability which cannot be excluded by law.

11c. Each Participant (including his or her heirs, parents, legal guardians, executor and/or administrators) hereby agrees to be fully liable to the Organizer and their officers, employees and agents for any violation of confidentiality, patent, copyright or any other intellectual property rights in the photographs and materials submitted and shall defend, indemnify and hold the Organizer and each of their officers, employees and agents thereof harmless from and against any actions, claims, loss or damages for infringement or alleged infringement of such confidentiality, patent, copyright or any other intellectual property rights.

11d. Each Participant shall keep the Organizer fully indemnified against all losses, actions, liabilities, claims, proceedings, costs and damages arising out of any breach of the above warranties.

11e. Each Participant agrees to keep the Organizer and its respective directors, officers, employees and agents indemnified against any and all such claims by third parties for any losses or damages arising from the Participant's submission of the Challenge entry form and Challenge entry, the Participant's participation in the

Challenge, and the Organizer' evaluation of the Challenge entry.

11f. Problems affecting the Challenge: If for any reason any aspect of the Challenge is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond the control of the Organizer which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Challenge, the Organizer may in its sole discretion cancel, terminate, modify or suspend this Challenge, or invalidate any affected submissions, and shall not be liable for any claim, action, damage, or loss as a result of such cancellation, termination, modification, suspension or invalidation.

11g. The Organizer shall not be responsible for any loss, damage, cost or expense howsoever arising incurred by a Participant in connection with this Challenge, including the collection and subsequent use of the awarded prize, and any unreadable, incomplete, mutilated, tampered or irregular entry, any breakdown or malfunction in any computer system or equipment and any notice which is misdirected or lost.

General

12a. The decision of the Organizer on all matters relating to the Challenge, including the eligibility of Participants and the selection of the winners, is final and no correspondence will be entertained.

12b. The Organizer reserve the right to amend these Terms of Participation at any time at its absolute discretion without any further notice, including but not limited to the eligibility terms and criteria, the selection of winners, the timing of any act to be done and all Participants to this Challenge shall be bound by these amendments.

12c. In the event of any inconsistency between these Terms of Participation and any brochures, marketing or promotional materials relating to the Challenge, these Terms of Participation, and all its subsequent variations, shall prevail.

12d. These Terms of Participation and all its subsequent variations shall be subject to, and governed by and construed in accordance with the laws of India, and all Participants hereby submit to the exclusive jurisdiction of the courts in the determination of any dispute arising in connection with the Challenge.