United Nations Foundation's Data Visualization Contest OFFICIAL RULES (the "Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. DESCRIPTION: The **Data Visualization Contest** (the "**Contest**") is a skill-based contest sponsored by the United Nations Foundation ("**Sponsor**"). The Contest begins on September 8, 2023, at 12:00 AM Eastern Standard Time (EST) and ends October 1, 2023, at 11:59 PM EST (the "**Entry Period**. The Contest is void where prohibited or restricted by law, is subject to applicable federal, state, provincial, and local statutes, rules, regulations, and other laws (each a "**Law**") and is governed by these Official Rules.

Entry in the Contest does not constitute entry into any other promotion, sweepstakes, or contest. The distribution of the prize(s) will be at the sole determination of the Sponsor to the individual(s) deemed the winner(s) of the Contest by the Sponsor in accordance with these Official Rules.

- 2. ACCEPTANCE OF THE OFFICIAL RULES; SITE POLICIES; LAWS: By entering the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and by the decisions of Sponsor, which shall be final and binding on all matters pertaining to the Contest. Participation in the Contest also is governed by the terms and policies pertaining to the www.data4sdgs.org (the "Contest Site"), which may be viewed on the Contest Site, and collection, use, and disclosure of information obtained online from entrants in the Contest is governed by Sponsor's Privacy Policy, which may be viewed at www.unfoundation.org/privacy-policy.html (such privacy policy and the Contest Site terms and policies are referred to in these Official Rules as the "Policies"). In the event there is an inconsistency between any of the Policies or any Contest promotional materials and the terms and conditions of these Official Rules, these Official Rules shall prevail and govern. By entering the Contest, each entrant also agrees to comply with any and all applicable Laws in connection with his or her participation in the Contest.
- 3. ELIGIBILITY: The Contest is open to individuals who are, at the time of entry, age 18 years or older.

Sponsor, its affiliated organizations, Global Partnership for Sustainable Development Data, the advertising and promotion agencies, the prize providers, any other company or organization involved with the design, sponsorship, judging, or operation of the Contest, and each of their respective officers, directors, employees, and agents (collectively, the " **Sponsor Parties**"), and immediate family and household members of such individuals, are NOT eligible to enter the Contest. "Immediate family members" shall mean a person's spouse and a person's and their spouse's parents, step-parents, legal guardians, children, step-children, siblings, and step-siblings, and each of their respective spouses. "Household members" shall mean those people who share the same residence, whether or not related.

4. HOW TO ENTER: To enter the Contest, an entrant must submit a submission (a "**Submission**") consisting of:

A data visualization story that shows the interconnectedness of sustainable development goals and reveals how the mobilization of different resources could be linked to impact

- The submission should be designed in a way that provides a narrative to the entrant's idea. It must include the problem statement, what the work aims to solve and provide context.
- It should be submitted as a link where the work is ready and viewable. The work should be embeddable through an iframe and, if possible, responsive.
- Participants are encouraged to use World Bank data sets listed here: https://www.data4sdgs.org/sites/default/files/2023-08/Data%20viz%20contest_%20Example%20data%20sets%20%282%29.pdf. If there is other data also being used, the datasets must be public.
- All data used must be clearly linked to so judges can easily see the source.
- Submissions may be made in English and/or Spanish. If in Spanish, the submission will be translated by the Global Partnership team for judging and showcase purposes.

To submit a Submission, entrants must visit the Contest entry page of the Contest Site located at https://www.data4sdgs.org/data-viz, and complete the Contest entry form on that page or send an email with all of the required information detailed on https://www.data4sdgs.org/data-viz to info@data4sdgs.org with the subject line "Data Visualization Contest. Entries can be submitted in English or Spanish. The winning entries will be published in English. A complete entry will include, in addition to the Submission and any other information requested in the Contest entry form, including the entrant's first name, last name, email address, and country of residency.

All entries must be received by the end of the Entry Period. Entries will not be acknowledged or returned. Proof of transmission of an entry does not constitute proof that it was received. Incomplete, unreadable, late, or unintelligible entries are void and will be disqualified.

Multiple entries are permitted, but only one entry per entrant can win a prize in the Contest.

In the event of a dispute as to the identity or eligibility of an entrant, the entry will be deemed to be made by the "Authorized Account Holder" of the email address submitted at the time of entry provided he/she is eligible according to these Official Rules. The "Authorized Account Holder" is defined as the natural person to whom the applicable service provider or other organization (such as a business or educational institution) has assigned the email address. An entrant may not use multiple email or social media accounts to enter, and if an entrant does so, all of such entrant's entries may be disqualified.

- **5. ADDITIONAL ENTRY REQUIREMENTS; REPRESENTATIONS BY ENTRANTS:** Each entry (including the Submission submitted with each entry and all other data, information, images, content, and other materials included in the entry) must comply with the following:
 - Each entry must be entirely the original work of the entrant and cannot have been previously published.
 - No entry may contain any individual's photograph, likeness, name, voice, or other element of
 persona and identity unless the entrant has obtained all releases and consents from such
 individual necessary to enter the entry in the Contest, and to grant the rights in the entry as
 provided in these Official Rules.
 - Each entry must not infringe, misappropriate, or violate any intellectual property rights, privacy rights, publicity rights, or other proprietary rights of any third party.
 - All information provided in the entry must be true, accurate, and correct in all respects.
 - No entry may be created or submitted through any script, macro, or other automatic method.

- Each entry must comply with these Official Rules and all applicable Laws.
- Entries must be suitable for publication to a general audience and must not contain anything (a) that is illegal, abusive, tortious, defamatory, pornographic, sexually explicit, obscene, libelous, invasive of another's privacy, hateful, or otherwise objectionable; (b) that promotes discrimination based on race, ethnicity, nationality, religion, sex, sexual orientation, disability, or age; (c) that promotes violence or unsafe or illegal activity; (d) that is threatening, harassing, or degrading; (e) that serves to impersonate any person or entity or misrepresent affiliation with any person or entity; or (f) that disparages or injures the reputation or goodwill of the UN Foundation, the Global Partnership for Sustainable Development Data, other UN Foundation campaigns and initiatives, the UN Foundation's affiliated entities, or any of their respective donors, officers, directors, or employees.

Entries that do not comply with these requirements (as determined by Sponsor in its sole discretion) are void and will be disqualified. Entrants may be required to submit proof of compliance with these requirements, and failure to provide such proof on request may, in Sponsor's sole discretion, disqualify an entrant's entries.

By entering the Contest, each entrant represents and warrants to Sponsor that:

- His or her entry (or entries, if applicable) meets all of the requirements in this Section.
- He or she meets all the eligibility requirements for the Contest.
- He or she has complied with these Official Rules and all applicable Laws in entering and participating in the Contest.

6. JUDGING AND WINNER DETERMINATION: There will be a grand prize winner and no more than five (5) runner-up winners (each, a "**Winner**"), provided that if the total number of entrants who submitted eligible entries is less than six (6), then the total number of Winners will be the total number of such entrants. The Winners will be selected between the end of the Entry Period and September 30, 2023.

Submissions from eligible entries will be judged based on the following criteria (the "Criteria"), which will be weighted as indicated: relevance of the problem statement (25%), clarity (25%), and innovation (25%) and originality (25%). There will be one round of judging, and the winning Submissions will be selected by five (5) representatives of the following organizations:

- Global Partnership for Sustainable Development Data/United Nations Foundation
- World Bank
- Viz for Social Good
- La Iniciativa Latinoamericana por los Datos Abiertos/ ILDA
- The Guardian.

Each of the judges will assign a composite score to each Submission based on the weighted Criteria, from 1-100, and then the scores from each of the three judges will be added together for each Submission. The Submissions with the two highest total scores will be selected as the winning Submissions. Any ties will be broken using the highest median ballot rating approach (the Submission with the highest median score wins).

Each Winner will be awarded only the prize for which that Winner's Submission was selected, as described below.

- **7. ODDS OF WINNING:** The odds of winning a prize depend on the number of eligible entries received during the Entry Period and the quality of each entry as evaluated by the judge(s) on the basis of the judging criteria described in these Official Rules. Sponsor cannot predict or guarantee any specific number of eligible entries for this Contest. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING.
- **8. PRIZE:** The total estimated retail value of all of the prizes to be awarded in the Contest is USD \$5,000.00. The prize(s) are as follows:
 - **GRAND PRIZE**: One (1) Winner will be awarded USD \$2,000.00 and round trip airfare, lodging, and meal stipends to attend the Festival de Datos in Punta del Este, Uruguay from November 6, 2023 through November 9, 2023. The estimated retail value of this prize is \$5,000.00. If the Grand Prize Winner is a group, the lead representative of the group, as chosen by the group, would attend the Festival de Datos and receive the cash prize, to be divided between the group as they see fit. Entrants acknowledge that some restrictions on travel may apply. The Winner will be responsible for meeting any and all travel requirements imposed by the departure/return country, region or territory and Uruguay.
 - **RUNNERS UP**: Up to five (5) Winners will have their submissions showcased in an exhibition at the Festival. The estimated retail value of this prize is nominal.
- **9. GENERAL PRIZE CONDITIONS**: All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by the Sponsor in its sole discretion. No prize is exchangeable, redeemable for cash, assignable, or otherwise transferable, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute for any prize one or more items or services of equal or greater value. The value of each prize may be taxable to each Winner as income. If required, an IRS Form 1099 will be issued by the United Nations Foundation in the name of each Winner for the value of the prize(s) received. Each Winner shall be solely responsible for all federal, state, provincial, and/or local taxes (including income, VAT, customs duties, and withholding taxes), and the reporting consequences thereof, for any other fees or costs associated with the applicable prize(s), and for any other liabilities incurred in connection with any prize.
- selection, each Winner will be notified via an email (a "Prize Notification") sent to the email address indicated by the Winner in the winning entry. Sponsor shall have no liability for any Prize Notification that is lost, intercepted, or not received by the potential winner for any reason. In order to claim a prize, each Winner may be required to verify for Sponsor his or her permanent address and social security or tax payer identification number, for purposes of compliance with tax regulations. Upon Sponsor's request, each Winner must also execute and return, where legally permissible, a declaration of eligibility, a liability release, and/or a publicity release. If a potential winner does not respond within forty-eight (48) hours of the Prize Notification (or a shorter time if required by exigencies), if the prize(s) or Prize Notification is returned as unclaimed or undeliverable to such potential winner, if a potential winner fails to comply with any of the verification or release requirements identified in this Section within ten (10) days of request, or if the potential winner is found to be ineligible, has not complied with these Official Rules, or declines the prize(s) for any reason prior to award such potential winner will be

disqualified and forfeit his or her prize, and an alternate Winner may be selected by the Sponsor from the pool of remaining entrants based on the judging criteria described in these Official Rules. Sponsor may successively attempt to contact up to five (5) potential winners in accordance with such procedure, and if there is still no confirmed winner of a prize after such attempts have been made, Sponsor may announce an alternate means for awarding that prize.

- 11. USE OF PERSONAL DATA: All personal information collected by Sponsor (including without limitation, an entrant's name, biographical data, and city and state/province of residence) may be used for the administration of the Contest and, except as stated in these Official Rules, in accordance with Sponsor's Privacy Policy and the other Policies. Please refer to the Policies for important information regarding the collection, use, and disclosure of personal information by Sponsor. In addition, except to the extent prohibited by Law, by acceptance of a prize each Winner grants to Sponsor and each of their respective designees the right to publicize such Winner's name and address (city and state/province of residence), photo (if provided), and prize information in connection with the Contest, in any media now known or hereafter devised, throughout the world, in perpetuity, without additional compensation or consideration, notification or permission.
- 12. LICENSE GRANT: Copyright in and to the Submission remains with the entrant. By submitting an entry, each entrant irrevocably grants Sponsor, the Global Partnership for Sustainable Development and their respective funders and partners, the unconditional, irrevocable, and perpetual right and permission, royalty-free, to use the Submission and any other data, information, images, content, or materials included in such entry, in any media now known or hereafter devised, throughout the world for any purpose Sponsor is not obligated to use any of the above mentioned data, information, images, content, or materials, but may do so and may edit them in Sponsor's sole discretion, without further obligation or compensation. Each entrant waives all intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude the Sponsor's use of the entry or exercise of any rights granted to Sponsor and agrees not to sue or assert any claim against the Sponsor Parties with respect to such use. Sponsor will make reasonable efforts to include appropriate attribution when using Submissions, unless the Sponsor determines in its sole discretion that such attribution in a given context is not reasonably feasible.
- 13. RELEASE OF LIABILITY: By entering the Contest, each entrant agrees that neither the Sponsor Parties, their respective funders and partners, nor any advertising or social media platform, such as Facebook or Twitter, on which the Contest is advertised or through which it is accessed, shall be responsible for and, to the maximum extent permitted by Law, releases and holds harmless the Sponsor Parties and each such advertising or social media platform from and against, any and all claims, injuries, damages, liabilities, costs, expenses, or losses of any kind (including, but not limited to, personal injury, death, or damage to or loss of property) that may occur, directly or indirectly, in whole or in part, from (i) participation in the Contest; (ii) any breach or other violation by such entrant of these Official Rules, the Policies, or applicable Law; (iii) the acceptance, receipt, possession and/or use or misuse of any prize (or any portion of any prize); (iv) any incorrect, incomplete, garbled, or inaccurate information, or any failure to capture any information, whether caused by entrant, printing errors, human error, or by any of the equipment or programming associated with or utilized in the Contest, (v) any damage to an entrant's equipment (such as a computer system or mobile device) which is occasioned by accessing the Contest Site or participating in the Contest, (vi) miscommunications, or any failed, jumbled, delayed, or misdirected computer, telephone, cable, or other transmissions (including, without limitation, transmissions by email, social media (such as a private or direct messages, check-ins, tweets, and posts), and instant message); (vii) for any technical malfunctions, failures, delays, difficulties, or other errors of

any kind or nature; (viii) any entry, email, prize package, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, non-conforming, ineligible, or damaged; (ix) any failure of any postal or delivery service; (x) any use of the entrant's personal information, Submissions, and entries as permitted under these Official Rules; or (xi) any events beyond Sponsor's reasonable control.

- **14. LIMITATION OF LIABILITY**: NEITHER SPONSOR NOR ANY OTHER SPONSOR PARTY, SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE CONTEST, ANY PRIZE, OR THESE OFFICIAL RULES, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER SUCH SPONSOR PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED. ALL PRIZES ARE GIVEN AWAY "AS IS." THE SPONSOR PARTIES DO NOT MAKE AND HEREBY DISCLAIM ANY WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT) WITH REGARD TO THE CONTEST OR ANY PRIZE.
- **15. DISQUALIFICATION:** Sponsor reserves the right in its sole discretion to disqualify any entrant who Sponsor finds, in its sole discretion, to be tampering with the participation process or the operation of the Contest or the Contest Site, to be acting in violation of these Official Rules, to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by Law.

Consistent with local and international legislation and applicable United Nations Security Council resolutions, Sponsor will disqualify any entrant known to have provided support to individuals, groups or entities associated with terrorism including those entrants on the following lists as updated from time to time:

- HM Treasury's Office of Financial Sanctions Implementation Financial sanctions: consolidated list of targets
- UK Home Office Proscribed terrorist groups or organizations
- European Union Consolidated list of sanctions
- United Nations United Nations Security Council Sanctions List
- World Bank World Bank Listing of Ineligible Firms & Individuals
- Any list of suspected terrorists or blocked individuals maintained by the U.S. government, including but not limited to the Annex to Executive Order No. 13224 (2001)
- US Department of Treasury List of Specially Designated Nationals (<u>www.treasury.gov/sdn</u>) or any other U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Sanctions List
- U.S. Government's Excluded Parties List System
- Countries or territories against which the U.S. maintains comprehensive sanctions (such as, Cuba, Iran, Syria, North Korea and the Crimea Region of the Ukraine).
- **16. TERMINATION/MODIFICATION**: Sponsor shall have the right to modify, suspend, or terminate the Contest, at its sole discretion, at any time for any reason, including without limitation as a result of natural disaster, equipment failure, civil disturbance, fraud, financial, or administrative difficulties,

technical problems (such as a computer virus/ bug), unauthorized intervention that corrupts the administration, security, fairness, integrity or proper functioning of the Contest, or other causes not within the control of the Sponsor. In addition, if, in the exclusive judgment of Sponsor, the Contest (or any portion thereof) becomes compromised in any way, Sponsor reserves the right, at its sole discretion, to cancel any method of entry, to void any entries submitted fraudulently, and/or to select winners from among all non-suspect eligible entries received prior to the act that compromised the promotion. Should the Contest ever be terminated prior to the Winner selection, Sponsor will post a notice on the Contest Site and will make alternate arrangements to award the prizes. Sponsor reserves the right to make changes in these Official Rules. Any such changes will become effective upon notice via online posting at the Contest Site, www.unfoundation.org, or other means of wide dissemination.

- **17. SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- **18. NO WAIVER:** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 19. DISPUTES: Except where prohibited, each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, this Contest, or any prize shall be resolved individually, without resort to any form of class action, and exclusively by the state and/or federal courts located in the State of New York; (ii) any and all claims made by entrant, and any and all judgments and awards in favor of entrant, shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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. All disputes concerning the Contest, the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of each entrant and Sponsor in connection with these Official Rules or the Contest shall be governed by, and construed in accordance with, the Laws of the State of New York and applicable United States federal Law, without giving effect to any choice of law or 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.
- **20. SPONSOR:** The Sponsor of the Contest is the United Nations Foundation, Inc., 1750 Pennsylvania Avenue NW, Suite 300, Washington, D.C. 20006. The Global Partnership for Sustainable Development Data is an initiative led by the Sponsor. For questions about the Contest, please contact Sponsor at info@data4sdgs.org.
- **21. NO ENDORSEMENT:** Nothing contained in these Official Rules or in any of the Contest materials should be construed as an endorsement by Sponsor of any third party, product, or service. Prize suppliers are not sponsors of the Contest.
- **22. SOCIAL MEDIA PLATFORMS:** The Contest may be advertised on or accessed through one or more social media platforms, such as Facebook or Twitter. However, the Contest is in no way sponsored,

endorsed, or administered by, or associated with, any such platforms. Entrants agree to comply with all terms and policies governing such platforms in connection with the Contest.

- **23. WINNERS LIST/OFFICIAL RULES**: To obtain written notice of the Winner(s) of the Contest, send a self-addressed stamped envelope (Vermont residents may omit the return postage) to the United Nations Foundation, 1750 Pennsylvania Ave, NW, Suite 300, Washington, DC 20006. All such requests must be received no later than six (6) months after the end of the Entry Period. These Official Rules will be posted on the Contest Site during the Entry Period and for six (6) weeks thereafter.
- **24. ENGLISH LANGUAGE:** These Official Rules are in the English language only. Each entrant hereby confirms his or her express wish that these Official Rules and any related documents be written in the English language. Les parties ci-dessus confirment leur désir que cet regles officiel ainsi que tous les documents, y compris tous avis qui s'y rattachent, soient rédigés en langue anglaise. Estas Reglas Oficiales están redactadas únicamente en inglés. Por la presente, cada participante confirma su deseo expreso de que estas Reglas Oficiales y cualquier documento relacionado se redacten en inglés.