







Pacific DataViz Challenge 2022

Rules

1. Pacific DataViz Challenge Organisers

The contest is organised by the:

- Pacific Community (SPC)
- Government of New Caledonia (GNC)
- Pacific Regional Environmental Programme (SPREP)

Hereinafter called "the Organisers".

2. Purpose of the Pacific DataViz Challenge

a) Background to the Pacific DataViz Challenge

The Pacific Community (SPC), Government of New Caledonia (GMC) and Secretariat of the Pacific Regional Environmental Programme (SPREP) have organised the first Pacific DataViz Challenge.

The Challenge will take place from 1 October 2022 to 6 November 2022 and aim to improve access, sharing and use of Pacific data, and highlighting innovative data visualizations.

b) What is a "dataviz"?

Dataviz is short for "data visualization".

It consists of representing raw and often unintelligible data in a more graphic and ergonomic manner for decision-makers and end-users by transforming the information into objects, such as dots, bars, curves, maps and infographics. By combining aesthetics with simple features, dataviz aims to illustrate seemingly complex information and highlight correlations that would otherwise be difficult to visualise in raw data tables. This saves considerable time and makes it a powerful means of communicating: a real asset for decision-makers who will be able to use it to simulate and model facts, so as to make better decisions.

c) Pacific DataViz Challenge objectives

The Pacific DataViz Challenge is an excellent opportunity for anyone who is interested in data to take up the challenge and stand out from the crowd by putting their skills to good



use, and to create ways of visualising data in an innovative, creative, aesthetic and impactful manner, illustrating data from a fresh angle, and telling a story, which will help us better understand our world.

d) Pacific DataViz Challenge theme

As this is the first Challenge, there is no particular theme for illustrating data, and contestants may illustrate any datasets drawn from the three partner open data platforms (cf. Data to be used).

3. Contest participation terms and conditions

Duly registered persons in the Pacific DataViz Challenge shall hereinafter be called "the contestants" or "the candidates".

a) Contestant eligibility

The Pacific DataViz Challenge is open to any private individual aged 18 years or over, no matter their country of residence.

Both professional and amateur contestants may compete as individuals or teams. A team shall be grouped as a unique registration: it is the responsibility of the team to self-organize with a unique nominative registration of the team leader.

The number of persons competing jointly as a single candidate shall be stated at registration, and the identity of each contestant shall be specified.

Members of the jury and their relatives (spouses, ancestors, descendants and first-degree relatives) and any persons directly involved in managing the contest shall not take part therein.

b) Registration terms and conditions

Contestants shall register by filling in the registration form available on the website.

Upon registration, each contestant shall be required to read and unconditionally accept these rules so that their application may be approved.

c) Registration fees

Participation in the Pacific DataViz Challenge shall be free of charge for all contestants.



As participation in the Challenge is entirely voluntary no contestant may, therefore, request a consideration for his or her participation. Any fringe expenses relating to participation in the contest, such as licence, software or solution hosting fees shall be borne by each contestant. No expenses shall be refunded.

d) Submission procedure and application assessment

After registration, each candidate will receive an email confirmation with a link to a submission form.

Contestants shall submit their application by completing this form **not later than 11pm** (GMT+11, Pacific/Noumea) on 6th November 2022.

The Organisers hereby reserve the right to reject any contestant's application that does not meet all the eligibility criteria and other requirements for contestants.

Incomplete or late applications shall not be accepted. Any false or misleading statements or fraud shall result in applicants being disqualified.

After submitting an application using the online form, each candidate shall receive an acknowledgement email notifying them that the form has been duly received.

If needed, each candidate may be asked for further information or supporting documentation by the Organisers.

4. Contest principles and process

a) Language used

The application shall be completed either in English or in French. Similarly, the dataviz developed shall be in English or in French.

Candidates shall also be capable of understanding and answering questions from the Jury in English or in French.

b) Data to be used

Contestants must use one or more datasets available on one of the following open data platforms:

- Pacific Data Hub
- Pacific Environment Data Portal
- data.gouv.nc



Other supplementary datasets may also be used, provided they are accessible through open data platforms.

All dataset sources shall be cited in the dataviz submission.

All contestants shall accept the licences pertaining to each dataset used and unconditionally accept the terms and conditions thereof.

c) Dataviz tools

Contestants may use all the tools they wish in order to explore the data and submit a visual representation based on graphs and/or charts or other illustrations. They may also carry out any type of calculation based on the dataset(s) that they select.

When submitting their dataviz, they shall provide the list of tools used to produce it.

d) Problem and methodology

All contestants shall explicitly state a problem that their dataviz addresses. They shall also write a brief explanatory note for the method used to address the problem.

e) Dataviz format

The dataviz may be submitted in one of the following formats:

- a static dataviz in PDF format, which can be downloaded from a link specified by the candidate, or
- a dynamic dataviz, which shall be available online as a URL specified by the candidate

Candidates submitting a dynamic dataviz shall ensure it is accessible online for at least the time required by the jury to assess it and award prizes. Contestants shall provide the source codes to the Organisers so that the latter may publish the dataviz permanently online.

f) Dataviz licence

All contestants hereby undertake to deliver their dataviz under open licences that meet the standards of the Open Definition (http://opendefinition.org/).



5. Selection process and prizes

a) Jury

The submissions shall be assessed by a jury selected by the Organisers. The public figures on the jury may neither compete in the Pacific Dataviz Challenge nor assist any of the contestants.

Contestants shall acknowledge that the jury is sovereign and its decisions shall therefore be final. The jury shall not be required to explain its decisions. Contestants hereby expressly agree not to dispute the composition, decision processes or decisions of the jury.

The jury reserves the right to exclude contestants who do not comply with these rules.

b) Selection criteria

Submissions shall be assessed based on various criteria including the following (not listed by order of importance):

- storytelling: relevance of the story to the problem addressed
- design, aesthetic value
- innovation, creativity and originality
- technical solution.

c) Prizes and awards

Following the jury deliberation, the best dataviz shall be awarded a 1000 euros prize.

The jury may at its own discretion create special distinctions to be awarded to one or more dataviz submissions, due, for example, to their originality.

Prizes shall not be transferable nor shall they give rise to any dispute whatsoever or be exchanged or refunded for any reason. No claim of any sort shall therefore be entertained. If a contestant is unwilling or unable to take possession of their prize, they shall not be rewarded.

d) Prize-giving

The prize-winners shall be made public at a prize-giving event. The prize-winners shall be notified of their prize during such event.

The names of the prize-winners (with the titles, descriptions, links to and screenshots of their dataviz entries) shall be posted on the Pacific DataViz Challenge website.



6. Schedule

The Pacific DataViz Challenge shall take place according to the following schedule:

Date	Key item
1 st October 2022 at 8am (GMT+11, Pacific/Noumea)	Challenge launch Applications open
6 th November 2022 at 11pm (GMT+11, Pacific/Noumea)	Applications close No application received after this date shall be eligible for the contest.
From 14 th November 2022 to 26 th November 2022 (*)	Jury deliberation
From 28 th November 2022 to 2 nd December 2022 (*)	Prize-giving ceremony

^(*) Approximate dates, which may vary

7. Undertakings by contestants

a) Guarantees and liability

Contestants hereby undertake to provide true and sincere information about themselves in their Pacific DataViz Challenge registration and application forms. They hereby solemnly vouch that the information they provide is true and accurate. Any inaccuracies or omissions that lead to an erroneous judgment shall result in the cancellation of a contestant's participation in the Challenge.

Contestants hereby undertake to authorise the posting of their dataviz entries on the dedicated Pacific DataViz Challenge website for not less than one (1) year.

Contestants shall be solely liable for their hardware and software, which shall remain in their custody, and for any damage such hardware and software may sustain as part of the Pacific DataViz Challenge.

Contestants hereby undertake to comply with requirements for the use of data made available to them on the Organisers' three platforms and shall be solely liable for any claims by third parties resulting from any non-compliant use of such data or metadata.

The contestants hereby declare and warrant to the Organisers that they either hold all the intellectual property rights relating to the productions making up the dataviz developed by them as part of the Pacific and Dataviz Challenge and the related documents, or that they are duly authorised to act for and on behalf of the other right holder(s) of the project and



related documents. The contestants shall hold the Organisers harmless with regard to any action by third parties related thereto, and hereby acknowledge that they have been notified that the contestants shall be solely liable for any breach of this obligation to hold the Organisers harmless.

The contestants hereby forego any legal remedy against the Organisers regarding the organisation, process or outcomes of the Pacific DataViz Challenge. The contestants shall be solely liable for any damage or injury caused by them or their hardware to any goods or persons as part of the Pacific DataViz Challenge and shall see to it that they are covered by their own insurance.

b) Confidentiality

The Pacific DataViz Challenge Contestants hereby undertake to refrain from divulging any confidential information that may come to their knowledge as part of this contest.

If any communication becomes strictly necessary for the purposes of assessing a contestant's project, the Organisers hereby warrant under these rules that such persons as may have knowledge of any confidential information regarding such project shall in turn be required to maintain the confidentiality thereof.

The contestants hereby undertake on behalf of themselves and any persons working with them on a team submission to refrain from obtaining information, whether confidential or not, regarding the other contestants. The contestants hereby agree to take all the necessary measures to ensure that any data that may be made available to them are protected.

c) Intellectual property

Transfer of rights

All contestants shall authorise the Organisers and providers of data used in developing their entries to reproduce, represent and adjust any dataviz they develop as well as the methodology note submitted as part of the contest without any consideration other than:

- credits acknowledging the contestants on all representations of their entries, including any adjustments thereto; and
- any awards they may have received as prize-winners.

Reproduction shall mean the right to:

- reproduce the dataviz by any known or heretofore unknown electronic means including optical, magnetic or digital methods with a view to displaying it publicly online;
- modulate, compress or decompress the dataviz so as to store, transfer or disseminate it or use it in any other manner;
- include the dataviz in a database or on a website; and
- produce extracts from the dataviz.

Representation shall mean the right to:

• publicly display all or part of the dataviz anywhere in the world in the French language or any foreign language on any network for transmitting data, including digital network services, whether interactive or not, the Internet, websites, telecommunication networks, satellite networks and mobile phone networks:



- use all or part of the dataviz on any network, be it a telecommunication or cable network or any interactive process inherent to such use; and
- publish extracts from such dataviz.

Adjustment shall mean the right to:

- correct, improve and alter all or part of the dataviz;
- make any necessary changes for the purposes of exercising transferred rights;
- translate the dataviz into any language so as to reproduce or represent it;
- isolate the dataviz or any elements thereof so as to use it; and
- convert the dataviz into another computing language.

Contestants, therefore, hereby permanently forfeit the following rights to any relevant media, technical procedures and formats, namely the right to object to:

- any reproduction of the dataviz or the incorporation thereof into a joint production;
- the production and reproduction of any work derived from the dataviz they have developed;
- the distribution of any copies or recordings of their dataviz;
- any presentation, representation or display of their dataviz in any form;
- any extraction or reuse of substantial parts of the dataviz;
- any alterations of the dataviz with order to reuse it; and
- any marketing of the dataviz or any adjusted versions thereof.

The Organisers and the producers of any data used hereby undertake to comply with the same Open licence (cf. dataviz licence) for any reuse by them of the contestants' entries.

Reserved rights

Each contestant shall conserve:

- the reproduction, representation and adjustment rights to the dataviz they develop and the methodology note submitted as part of the contest;
- The right to market their dataviz.

Obligation

Each contestant shall, when communicating with third parties, mention the producers of the datasets used to develop their dataviz.

Contestants hereby declare that they hold the unrestricted and unconditional rights set forth in this agreement and are legally competent. The contestants shall be solely liable for the content of the submissions they develop and transmit as part of the Pacific DataViz Challenge and hereby declare that the latter comply with current legislation regarding the intellectual property rights of third parties.

d) Contestants' personal data

By registering online in order to take part in the Pacific DataViz Challenge, the contestants hereby freely, specifically, informedly and unequivocally consent to the Organisers collecting and processing the data provided in the answers of the registration and application forms.



Such personal data are strictly necessary for taking part in the contest. The Organisers shall process them electronically. They shall be processed for the purposes of managing the administration of the Pacific DataViz Challenge registrations, managing the relationship and contact with applicants, producing statistics on the makeup of the group of contestants and forwarding practical information regarding the contest or general organisation of the Pacific DataViz Challenge.

As the persons responsible for overseeing such processing, the Organisers hereby undertake to refrain from processing the data in any manner that is incompatible with such predetermined, explicit and legitimate purposes. Such data shall be processed in a strictly confidential and transparent manner.

The data shall be conserved by the processing manager for a time that is consistent with such purposes.

As the persons responsible for such processing, the Organisers hereby undertake to comply with regulations applying to them with regard to personal data processing, particularly with regard to the Pacific Community's policy on protecting personal data and, as regards the other Organisers, in the Information Technology and Freedom Act no. 78–17 of 6 January 1978 as amended and updating Regulation(EU) 2016/679 of the European Parliament and Council of Europe of 27 April 2016 regarding the protection of private individuals in terms of personal data processing and the free movement of such data and repealing directive 95/46/CE.

In accordance with such applicable regulations, contestants shall be entitled to access, rectify and oppose such personal data processing. In order to exercise such rights, the contestants shall contact the Organisers at the following contact address: datavizchallenge@spc.int and indicate their given names, surnames and email addresses. Such data are mandatory for the purposes of taking part in the Pacific DataViz Challenge. As a result, any contestants exercising their right to oppose the processing of their data prior to the end of the contest shall be deemed to have opted out of such contest.

For any further information on the handing of their personal information, contestants may consult the SPC policy on the matter and the CNIL website.

e) Image rights

All Pacific DataViz Challenge contestants shall authorise the Organisers to take photographs and make sound and/or audiovisual recordings of their images and speech uttered as part of the contest.

They hereby undertake to authorise the Organisers and their partners, sponsors and media contacts to publish and broadcast their names, photographs and recordings on any medium, whether or not in the mass media, anywhere in the world for promotional purposes without creating any right to remuneration or compensation or any other right or advantage or consideration for one year following the prize-giving ceremony.



All contestants hereby transfer free of charge to the Organisers with regard to their image rights and copyright to their speech, the right to reproduce and represent images and speech by means of photographs and recordings for non-commercial purposes.

If the contestants do not wish to appear in photographs or recordings reused by the Organisers, they shall notify the Organisers thereof before the end of the challenge.

The Organisers and their partners, sponsors and media contacts shall be authorised to disseminate on any medium the names of the prize-winners, titles of the dataviz produced and the descriptions and website links thereof and screenshots.

8. Undertakings by the Organisers

The Organisers hereby reserve the right to alter, postpone, bring forward, extend or cancel the Challenge unilaterally and at any time and the contestants may not claim any compensation as a result thereof.

The Organisers shall not provide any services or guarantees other than as provided for by article 5c) of these rules.

The Organisers shall not be held liable for any data relating to the contestants' registration that for any reason reach them in an illegible form or are impossible to process.

The Organisers hereby remind contestants that the Internet has certain characteristics and limitations and hereby decline any liability for any incident occurring when contestants connect to send in their registration form or their application form, or upload their dataviz to a hosting platform.

Contestants shall be entirely liable for their participation in the Pacific DataViz Challenge. During the challenge, all contestants shall take all appropriate measures to protect their own data and/or source codes and/or software used and/or stored on their computer hardware from any damage. The Organisers may not be held liable in this regard. The Organisers shall not be held liable for any contamination by any virus or intrusion by third parties into the architecture used by contestants

9. Undertakings by prize-winners

Prize-winners, whether teams or individuals, shall provide a unique bank statement to the Organisers so that their prize may be awarded to them.

They are hereby notified that the Organisers may not award separate prizes to several members of the same team and therefore, the distribution of the prize money awarded to a team remains entirely at the team's own discretion.



10. Acceptance of the Challenge rules

Merely by taking part in the Pacific DataViz Challenge, contestants indicate their full and unconditional acceptance of all these rules and any addenda hereto and that such documents constitute a contract between the Organisers and contestants and a solemn commitment to guarantee that the information provided by the contestants is true and accurate.

The Organisers shall not be held liable if these rules are amended for any reason whatsoever, even without prior notice. Any amendments shall be notified to the contestants on the website and the rules as amended shall automatically replace the previous rules. Any person rejecting such amendments shall be barred from the challenge.

11. Notification of rules

The Pacific DataViz Challenge shall be available for consultation and downloading on the challenge website.

12. Validity of the rules

If one or more provisions of these rules are rescinded or declared null and void, the rules as a whole and the individual provisions thereof shall continue in effect and such rescinding or voiding shall not affect the performance of the undertakings made by the parties hereto.

13. Applicable law and disputes

These rules shall be governed by French law as applicable in New Caledonia and, if applicable, regulations applicable to the Pacific Community, particularly its internal regulations and the general principles of international law.

Any disputes that may arise as to the interpretation of these rules shall be expressly referred to the sovereign appreciation of the Organisers.

Any dispute arising between the Organisers and contestants during the Challenge that cannot be settled out of court shall be submitted to arbitration.

None of the provisions of this these rules may be construed as the express or tacit forfeiture of any of the privileges or immunities enjoyed by SPC in the fulfilment of its international mission.