

## **Mortimer and Mimi Levitt Foundation #musicmoves Contest**

### **Official Rules**

These are the official rules (“Rules”) that govern how the Mortimer and Mimi Levitt Foundation #musicmoves Contest (“Contest”) will operate. In these Rules, the Mortimer and Mimi Levitt Foundation—the creator, administrator and judge of the Contest—will be referred to as “Levitt.” “You” refers to the individual who has submitted an Entry (as defined below) to the Contest (“Entrant”).

Participation in the Contest as an Entrant constitutes your full and unconditional agreement to and acceptance of these Rules and that you agree to Levitt’s Privacy Policy available at [www.levitt.org](http://www.levitt.org) (“Site”). In addition, you understand and agree that your name and all additional information collected from you may be stored by Levitt and that you may be contacted by Levitt in connection with the Contest and/or other Levitt programs and initiatives.

Levitt’s decisions, in its sole and absolute discretion, are final and binding in all matters relating to the Contest.

### **Contest Period**

The opportunity to participate in the Contest as an Entrant begins at 12:01 AM PDT on May 17, 2019, the first date and time an Entry may be submitted, and ends at 11:59 PM PDT on October 24, 2019, the last date and time an Entry may be submitted (the “Contest Period”). The Contest Period is comprised of two (2) separate periods: May 17, 2019 through July 31, 2019 (“Period 1”) and August 1, 2019 through October 24, 2019 (“Period 2”).

### **Eligibility**

Participation in the Contest as an Entrant is open only to legal residents of the fifty (50) United States and the District of Columbia who are thirteen (13) years of age or older as of the beginning of the Contest Period. Minors must have parent/legal guardian permission to participate.

Employees of Levitt, employees of Friends of Levitt organizations, employees of organizations which receive grants from Levitt, Levitt’s respective advertising, promotion, fulfillment, or other coordinating agencies (individually, “Levitt Entity” and collectively, “Levitt Entities”); and their respective immediate family members and persons living in their same household, whether related or not; may participate in the Contest as an Entrant but are not eligible to be selected as a Contest Winner (as defined below). Although Levitt may use mechanisms to verify whether an Entrant is eligible to be selected as a Contest Winner, Levitt is under no obligation to verify the eligibility of any particular Entrant or to take any corrective action as a result of such verification of eligibility. Notwithstanding the foregoing, Levitt retains final control and authority regarding determining whether an Entrant is eligible to be selected as a Contest Winner.

### **How to Submit an Entry**

To enter the Contest and become an Entrant, submit a photo taken at a free concert presented by Levitt, a Friends of Levitt organization, a Levitt AMP grantee, or a Levitt grantee organization taking place at a Levitt venue or at a Levitt AMP site or at a Levitt grantee site (“Levitt Concert”) using #musicmoves (“Contest Hashtag”) in the caption via [www.twitter.com](http://www.twitter.com), [www.instagram.com](http://www.instagram.com), the Twitter mobile application, or the Instagram mobile application to the Site (“Entry”) during the Contest Period. Entrants must have a non-private Twitter or Instagram account. If you do not have a Twitter or Instagram account, go to [www.twitter.com](http://www.twitter.com) or [www.instagram.com](http://www.instagram.com) or download the Twitter mobile application or the Instagram mobile application and create an account according to the instructions. Creating an account is free and you may be asked to agree to the terms of service and privacy policy of the relevant platform. The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter or Instagram. If you choose to enter the Contest using your mobile phone, standard data fees may apply; see your wireless provider for pricing plan details. Levitt or any other Levitt Entity is not responsible for any fees whatsoever associated with an Entrant submitting an Entry.

There is no limitation to the number of Entries you may submit. Entries generated by script, macro or other automated means, or means that subvert the aforementioned process, will be void.

All Entries become the property of Levitt and will not be acknowledged or returned. By submitting an Entry, Entrant hereby grants permission for the Entry to be posted on the Site and/or other Levitt-branded websites or social platforms. Entrant agrees that Levitt and the other Levitt Entities are not responsible for any unauthorized use of Entries by third parties.

### **Entry Requirements**

All Entries must be submitted during the Contest Period and must comply with these Rules.

Entries (i) must be original and of the Entrant's own creation; (ii) must be truthful and accurate; (iii) must not discriminate against, disparage, or denigrate on the basis of race, ancestry, place of origin, color, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status, physical or mental disability, language, or any other ground prohibited by applicable legislation; (iv) must not involve religious advocacy or proselytizing, defined as acts and intentions to advance a religious denomination or expand membership or encourage conversion; (v) must not involve political advocacy such as acts and intentions to advance a particular political party, candidate or to support any particular party, candidate and/or cause, or to expand membership or to encourage membership for a particular political party, candidate or lobbying effort or voter registration drive; (vi) must not include any exaggerated product claims or criticisms of third-party products; (vii) must not be inappropriate, libelous or defamatory, pornographic, unlawful or plagiarized; (viii) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent or offensive in any way; (ix) must not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (x) must not use, in whole or in part, individuals' names, likenesses, or other identifying elements of any person, living or deceased, without permission; (xi) must not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third-party rights; (xii) may not contain commercial or corporate advertising, including but not limited to corporate logos, brand names, and slogans, other than those relating to Levitt and the other Levitt Entities; and (xiii) must not violate the intellectual property or proprietary rights of other parties. Any Entry found by Levitt, in its sole and absolute discretion, to be in violation of these Rules will be deemed ineligible and disqualified from the Contest; further, Levitt reserves the right to disallow any further participation in the Contest by the Entrant who submitted such disqualified Entry.

### **Entry Selection**

Subject to the terms and conditions described herein, all Entries that comply with these Rules will be posted on the Site throughout the Contest Period. Levitt, in its sole and absolute discretion, will make the final determination as to which Entries are accepted and are eligible to be posted on the Site and deemed eligible for consideration to be selected as a Contest Winner. Levitt, in its sole and absolute discretion, may also post Entries on other Levitt-branded websites and social platforms. Any Entry deemed to be ineligible will not be posted on the Site or on other Levitt-branded websites or social platforms. Levitt does not guarantee the posting of any Entry on the Site and/or other Levitt-branded websites or social platforms.

Levitt may, in its sole and absolute discretion, reject, refuse, remove, delete, and/or disqualify or disallow or deem ineligible any Entry that Levitt, in its sole and absolute discretion, deems inappropriate or otherwise non-compliant with these Rules. If Levitt determines, in its sole and absolute discretion, that any Entry does not comply with these Rules in any way, and if Levitt, or any other Levitt Entity, at any time during the Contest Period, receives a complaint (including, but not limited to, a cease and desist letter, general letter of complaint, etc.) alleging intellectual property infringement in an Entry, Levitt may, in its sole and absolute discretion, remove such Entry from the Site and deem such Entrant ineligible to be selected as a Contest Winner without prior notice to the Entrant.

Entries will be reviewed by Levitt for compliance with these Rules, however, such review does not relieve an Entrant from responsibility for compliance with these Rules, and Entrants will have sole liability for all third-party claims relating to or regarding the content of their Entry. All submitted Entries will be considered to be in final form.

### **Grant of Rights to Levitt**

Submission of an Entry constitutes the Entrant's certification that the Entry is the Entrant's own original work and the Entrant represents and warrants that the Entry does not and will not infringe upon the intellectual property or proprietary rights of any third party, including, without limitation, any third-party patents, copyrights, or trademarks. By submitting an Entry, the Entrant hereby irrevocably grants Levitt and its respective successors and assigns an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use, copy, transmit, or otherwise distribute, perform, modify, create derivative works based upon, incorporate into other works, publicly perform, and display the Entry or any portion thereof, in or through any medium, whether now known or hereafter created.

Nothing herein will constitute an employment, joint venture, or partnership relationship between an Entrant and Levitt. Entrant also irrevocably grants Levitt, and its respective successors and assigns, where not prohibited by law, an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use the name, voice, likeness, and biographical material of the Entrant in any merchandising, advertising, marketing, promotion, press releases, social media, or any other purpose related to the Entry and/or the Contest or in any other way Levitt deems appropriate.

Entrant acknowledges that Entrant has no right of approval or consultation with respect to Levitt's use of the Entry or the licenses and rights granted above.

### **Selection of Contest Winners**

A total of two (2) Entrants, one (1) per each separate period within the Contest Period, will be selected by Levitt, in its sole and absolute discretion, to win a First Place Prize (as defined below) upon review of all eligible Entries ("First Place Winner(s)"). A total of two (2) Entrants, one (1) per each separate period within the Contest Period, will be selected by Levitt, in its sole and absolute discretion, to win a Second Place Prize (as defined below) upon review of all eligible Entries ("Second Place Winner(s)"). Entries will be judged and each First Place Winner and Second Place Winner (individually, "Contest Winner" and collectively, "Contest Winners") will be selected based on the following criteria: (i) ability to capture the energy and excitement of a Levitt Concert; (ii) overall quality of the image and caption; and (iii) creativity in interpreting the Contest Hashtag. Levitt may use any information, whether or not provided in the Entries, to select the Contest Winners. Contest Winners are subject to verification by Levitt. Contest Winners will be selected by Levitt according to the following timeline: for Entries submitted during Period 1, one (1) First Place Winner and one (1) Second Place Winner will be selected between August 1, 2019 and August 5, 2019; for Entries submitted during Period 2, one (1) First Place Winner and one (1) Second Place Winner will be selected between October 25, 2019 and October 29, 2019. Each Contest Winner will be announced on Levitt social platforms and may also be announced on the Site and other Levitt-branded websites.

Notwithstanding the foregoing, Levitt retains final control and authority regarding the selection of each Contest Winner. Each Contest Winner is subject to the terms and conditions described herein, including all terms and conditions applicable to each Entrant, and may only win once during the Contest Period.

### **Winner Notification**

Each Contest Winner will be notified by Levitt according to the following timeline: Period 1 Contest Winners will be notified between August 6, 2019 and August 9, 2019; Period 2 Contest Winners will be notified between October 30, 2019 and November 5, 2019.

Contest Winners will be notified via social media. Failure of a Contest Winner to respond to such notification within the specified time period may cause Levitt to disqualify such Contest Winner with the Contest Winner

forfeiting the Contest Prize (as defined below). In such case, Levitt will not have any further obligation to that Contest Winner or to otherwise award any Contest Prize, but Levitt may, in its sole and absolute discretion, choose an alternate Contest Winner using the same selection method as used to select the forfeited Contest Winner. Levitt is not responsible for notifications that are misdirected, contact information for Contest Winners that is no longer correct, or for the inability to notify a Contest Winner for any other reason beyond the control of Levitt. If Levitt is unable to notify a Contest Winner for such reasons, if any notification sent to a Contest Winner is returned undeliverable, or if a Contest Winner fails to fully comply with the Rules or is deemed ineligible by Levitt, in its sole and absolute discretion, the Contest Prize will be forfeited by such Contest Winner. In such case, Levitt will not have any further obligation to that Contest Winner or to otherwise award any Contest Prize, but Levitt may, in its sole and absolute discretion, choose an alternate Contest Winner using the same selection method as used to select the forfeited Contest Winner.

If a Contest Winner is an eligible minor in his/her jurisdiction of residence, Contest Prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on Contest Winner set forth herein.

### **Prize**

Each First Place Winner will receive a \$100.00 iTunes gift card (“First Place Prize”). A total of two (2) First Place Prizes will be awarded: one (1) First Place Prize to each of the First Place Winners selected by Levitt. Approximate Retail Value (“ARV”) of the First Place Prize is \$100.00. Each Second Place Winner will receive a \$50.00 iTunes gift card (“Second Place Prize”). A total of two (2) Second Place Prizes will be awarded: one (1) Second Place Prize to each of the Second Place Winners selected by Levitt. ARV of the Second Place Prize is \$50.00. Total ARV of First Place Prizes and Second Place Prizes (individually, “Contest Prize” and collectively, “Contest Prizes”) is \$300.00. The Contest Prize is subject to certain terms and conditions as specified by the issuer. All federal, state and local taxes and all other costs associated with Contest Prize acceptance and use not specified herein as being provided are the sole responsibility of each Contest Winner. Contest Prizes are awarded “as is” with no warranty or guarantee, either expressed or implied by Levitt. Contest Winners may not substitute, assign or transfer Contest Prize or redeem Contest Prize for cash. Levitt reserves the right, in its sole and absolute discretion, to substitute Contest Prize (or portion thereof) with one of comparable or greater value. All Contest Prize details are at Levitt’s sole and absolute discretion.

### **General Conditions**

In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the email account associated with the Entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with such email address.

By entering the Contest, Entrant agrees to be bound by these Rules. Levitt is not responsible for: (i) late, lost, delayed, damaged, incomplete, illegible, misdirected, or undeliverable Entries, responses, or other correspondence, whether by email or otherwise; (ii) theft, destruction, unauthorized access to, or alterations of Entries; (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures, or difficulties; (iv) incorrect or inaccurate information, whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; (v) injury or damage to Entrant’s or to any other person’s computer or personal device related to or resulting from participating in the Contest or downloading materials from or use of the Site; or (vi) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of Entries, the selection of Contest Winners, or the announcement of Contest Prizes.

By submitting an Entry to the Contest, Entrant further agrees to release, indemnify, defend and hold Levitt, the other Levitt Entities, and their respective affiliates, subsidiaries, directors, officers, employees, volunteers, shareholders, sponsors and agents, including advertising and promotion agencies, assigns, and any other organizations related to Levitt, harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature that in any way arise from participation in the Contest, including, without limitation: (i) any condition caused by events beyond the control of Levitt that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of participation in the Contest, or acceptance, possession, or use of a Contest Prize; and (iii) any printing or typographical errors in any materials associated with the Contest. Entrant agrees to be bound by these Rules, and further agrees that Levitt's decisions in all respects relative to the Contest are final.

IN NO EVENT WILL LEVITT OR ANY OTHER LEVITT ENTITY BE LIABLE TO YOU OR ANY ENTRANT OR INDIVIDUAL ASSOCIATED WITH YOU OR ANY ENTRANT IN ANY FORMAL OR INFORMAL CAPACITY FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, DATA, BUSINESS, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT LEVITT OR ANY OTHER LEVITT ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. Except where prohibited by law, as a condition of participating in the Contest, Entrant agrees that any and all disputes and causes of action arising out of or connected with the Contest, or the Contest Prizes awarded, shall be resolved individually, without resort to any form of class action.

ENTRIES POSTED ON THE SITE ARE NOT NECESSARILY EDITED BY LEVITT, ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE ENTRANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF LEVITT OR ANY OTHER LEVITT ENTITY IN ANY MANNER.

Any waiver of any obligation hereunder by Levitt or any other Levitt Entity does not constitute a general waiver of any obligation in favor of an Entrant(s). If any provision, license, or right in these Rules is restricted or invalidated by an applicable law or legal judgment, the remainder of these Rules will be construed so that all other legally permitted provisions, licenses, or rights in these Rules remain valid and enforceable.

Levitt reserves the right, in its sole and absolute discretion, to cancel, modify, or suspend the Contest, in whole or in part, in the event of fraud, technical or other difficulties, or if the integrity of the Contest is compromised, without liability to Entrants or Contest Winners or any other Contest Entities. Levitt reserves the right, in its sole and absolute discretion, to disqualify any Entrant or Contest Winner.

ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, LEVITT RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

The Contest is void where prohibited or restricted by law. The Contest is subject to these Rules and all applicable federal, state, and local laws and regulations. By participating in the Contest, Entrants acknowledge that they have read these Rules and agree to abide by them and by the decisions of Levitt, which are final and binding on all matters pertaining to the Contest.

These Rules are governed by the laws of the State of California, excluding rules governing the choice of laws. Any action, suit, or case arising out of, or in connection with, the Contest or these Rules must be brought in either the federal or state courts located in Los Angeles County, California.