

## **Levitt AMP Rules**

### **Levitt AMP [Your City] Grant Awards**

#### **OFFICIAL RULES**

These are the official rules (“Rules”) that govern how the Levitt AMP [Your City] Grant Awards (“AMP Awards”) will operate. In these Rules, the Mortimer & Mimi Levitt Foundation—the creator, administrator and funder of the AMP Awards—is referred to as “Levitt.” “You” refers to the Applicant (as defined below) and/or Voter (as defined below).

By submitting an application to the AMP Awards, you, as the authorized representative of the primary organization listed on the Application (as defined below) and the primary organization (collectively, the “Applicant”), agree to Levitt’s Privacy Policy available at [www.levitt.org](http://www.levitt.org) (the “Site”). By signing up to vote for an Application(s) and participating in the AMP Awards online public voting process, you, as an individual, become a “Voter” and agree to Levitt’s Privacy Policy. In addition, you understand and agree that your name and email address, your Application, if applicable, and/or all email addresses and additional information collected from you may be stored by Levitt and that you may be contacted by Levitt in connection with the AMP Awards or other Levitt programs and initiatives. You may also be contacted by other AMP Awards Entities (as defined below) or Grant Recipients (as defined below).

Participation in the AMP Awards, as an Applicant and/or Voter, constitutes your full and unconditional agreement to and acceptance of these Rules. Levitt’s decisions, in its sole and absolute discretion, are final and binding in all matters relating to the AMP Awards.

#### **AMP Awards Description**

The AMP Awards have been designed to provide matching grants to support free concert series in outdoor public spaces in small to mid-sized towns and cities within the United States and its territories. Such grants will be awarded to nonprofit organizations serving towns and cities with a population of up to 250,000 people and may be located within a metropolitan area with a population of up to 1,000,000. For towns and cities located within a metropolitan area with a population of more than 1,000,000, the town or city must be at least 20 miles from the anchor city of such metropolitan area in order to be considered eligible.

The object of the AMP Awards is to provide U.S.-based 501(c)(3) nonprofit organizations with matching funds to present a free, professional outdoor music concert series to their community to create access to the arts, celebrate community and illustrate the importance of vibrant public places (“Concert Series”).

The AMP Awards is a two-part process involving both an online public voting process to determine the Top 20 Finalists (as defined below) and a review process by Levitt to determine the Grant Recipients. In order to participate in the AMP Awards, Applicants must complete an online application and submit all required documents (collectively, the “Application”) via the Site, per the instructions provided on the Site, in accordance with the terms and conditions specified herein.

Submitted Applications will be reviewed by Levitt using the Eligibility Criteria (as defined below) to determine whether Applications are eligible to be posted on the Site for online voting by the public. Applications deemed to meet all Eligibility Criteria will be posted on the Site during the Voting Period (as defined below). Notwithstanding the foregoing, Levitt retains final control and authority regarding whether an Application will be posted on the Site during the Voting Period. The 20 Applications that receive the most valid online votes during the Voting Period will be named the Top 20 finalists (“Top 20 Finalists”). The Applications of the Top 20 Finalists will be reviewed and evaluated by Levitt and of the Top 20 Finalists, Levitt will select Applicants to each receive a three-year matching grant of \$30,000 per year to support a Concert Series as described in their Application (“Grant Recipients”). Notwithstanding the foregoing, Levitt retains final control and authority regarding approval of all Grant Recipients.

## **Eligibility**

The AMP Awards are open to any U.S.-based nonprofit organization with 501(c)(3) tax-exempt status, as recognized by the IRS. Individuals are not eligible to apply in their individual capacity, but may apply as a partner to a primary organization. Any person submitting an Application on behalf of an eligible organization must have the express permission of that organization to submit an Application to the AMP Awards and to list that organization as the primary organization and to bind that organization to these Rules. Any Applicant listing a partner(s) as part of their Application must have the express permission of that entity(ies) and/or individual(s) (the “Partner(s)”) to include the Partner(s) in the Application and to bind that Partner(s) to these Rules.

Employees of Levitt, employees of Friends of Levitt organizations, Friends of Levitt organizations, Levitt and Friends of Levitt organizations’ respective advertising, promotion, fulfillment, or other coordinating agencies (individually, “AMP Awards Entity” and collectively, “AMP Awards Entities”); and their respective immediate family members and persons living in their same household, whether related or not; are not eligible to submit an Application or become an Applicant or be a Partner. Although Levitt may use mechanisms to verify the eligibility of Applicants, Levitt is under no obligation to verify the eligibility of any particular Applicant or to take any corrective action as a result of such verification of eligibility.

All Applicants must demonstrate in their Application that they meet the following criteria (collectively, the “Eligibility Criteria”): (i) Applicant must be a U.S.-based 501(c)(3) nonprofit organization; (ii) the Concert Series must take place in a

small to mid-sized town or city within the United States and its territories with a population of up to 250,000 people, located within a metropolitan area with a population of up to 1,000,000, as determined by the [U.S. Census Bureau 2020 Population Estimate \(as of April 1, 2020\)](#) with up to 1% variance—for towns and cities located within a metropolitan area with a population of more than 1,000,000, the town or city must be at least 20 miles from the anchor city of such metropolitan area or the anchor city of such metropolitan area must have a population less than 200,000; metropolitan statistical areas are determined according to [U.S. Department of Housing and Urban Development](#); (iii) the selected public space where the Concert Series is to be presented must be outdoors, easily accessible to a wide range of demographic groups, and have a lawn-like setting with no fixed seating; (iv) the selected public space where the Concert Series is to be presented must not be located in a town or city that is a current Levitt AMP grant recipient; (v) the selected public space where the Concert Series is to be presented must be located at least 50 miles or more from a current Levitt AMP grant recipient; (vi) the selected public space where the Concert Series is to be presented must be located at least 75 miles or more from an existing Levitt venue; (vii) the Concert Series must be free to the public, open to all ages, represent a diverse range of music genres, and presented between April 1 and October 31; (viii) Applicant must display a successful track record of presenting professional quality concerts or community events, or be engaged with an individual or organization that has done so; and (ix) Applicant must demonstrate matching funds, dollar for dollar, from other sources.

Applicants that identify as separate from their metropolitan area as determined by the [U.S. Department of Housing and Urban Development](#) may send an email to Levitt at [amp@levitt.org](mailto:amp@levitt.org) indicating why they meet the AMP Awards Eligibility Criteria. Based on the information presented, if Levitt considers an Applicant's service area to constitute a small to mid-sized town or city with a population of up to 250,000 people meeting the aforementioned criteria regarding metropolitan population and distance from the anchor city of such metropolitan area, the Applicant may be deemed eligible to submit an Application.

Applicants unsure whether they meet the Eligibility Criteria may consult with Levitt to determine their eligibility status. Notwithstanding the foregoing, Levitt retains final control and authority regarding determining whether an Applicant and an Application meet the Eligibility Criteria.

### **AMP Awards Period**

The opportunity to participate in the AMP Awards as an Applicant begins at 8:00 AM EDT on April 18, 2022, the first date and time Applications may be submitted, and ends at 5:00 PM PDT on June 30, 2022, the last date and time Applications may be submitted (the "Application Period"). The Application Period will be followed by a second period when members of the general public can vote for Applications through an online public voting process on the Site which begins at 10:00 AM PDT on September 12, 2022, the first date and time a member of the general public may place an online vote for an Application(s), and ends at 5:00 PM PDT on September 21, 2022, the last date and time a

member of the general public may place an online vote (the “Voting Period”). The Voting Period will be followed by a third period when Levitt will review the Top 20 Finalists and select the Grant Recipients (the “Levitt Review Period”). The Concert Series presented by the Grant Recipients will take place between April 1 and October 31 each year (the “Concert Series Period”).

The Application Period begins at 8:00 AM EDT on April 18, 2022 and ends at 5:00 PM PDT on June 30, 2022. The Voting Period begins at 10:00 AM PDT on September 12, 2022 and ends at 5:00 PM PDT on September 21, 2022. The Levitt Review Period begins at 10:00 AM PDT on September 22, 2022 and ends at 5:00 PM PST on November 14, 2022. The Concert Series Period begins on April 1 and ends October 31 each year. The “AMP Awards Period” begins April 18, 2022 and ends October 31, 2025 and includes the Application Period, the Voting Period, the Levitt Review Period, and the Concert Series Period.

### **How to Submit an Application**

During the Application Period, go to the Site and follow the instructions to submit an Application and become an Applicant to the AMP Awards. Applications must be submitted in English. All answers must fit within the allotted space on the online application form. Documents submitted in addition to the required documents will not be accepted. Applications must be submitted online. Applications sent via postal mail will be deemed ineligible. Each Application must list a primary organization, which is the Applicant. The primary organization may as part of its Application, but is not required to, include Partners to implement various aspects of the proposed Concert Series. Any individual or not-for-profit entity qualifies to be a Partner such as municipalities, schools, universities, 501(c)(3) nonprofit organizations, chambers of commerce, professional associations, etc.

To be eligible for posting on the Site during the Voting Period, an Application must: (i) be submitted via the Site by the end of the Application Period; (ii) be complete; (iii) comply with these Rules; and (iv) contain text which displays that the Applicant and proposed Concert Series meets the Eligibility Criteria. If, upon submission, an Application is incomplete, Levitt may notify the primary contact by email and the Applicant will have up to three business days to complete their Application. Incomplete Applications will be deemed ineligible. Notwithstanding the foregoing, Levitt retains final control and authority regarding whether an Application will be posted on the Site during the Voting Period.

Only one Application per Applicant may be submitted during the Application Period. Organizations, individuals, and municipalities may be affiliated with only one Application. Applications that include organizations, individuals, and municipalities that are also included in other submitted Applications will be deemed ineligible. All Applications may be reviewed for compliance with these Rules and the Eligibility Criteria, however, such review does not relieve an Applicant from responsibility for compliance with these Rules, and Applicants will have sole liability for all third-party claims relating to or regarding the content of their Application.

All submitted Applications will be considered to be in final form. Applicants must notify Levitt immediately of any material changes following submission of their Application. Such material changes may include, but are not limited to, change of a partner or change in the selected public space where the Concert Series is proposed to take place or change in a matching funding source. Failure to notify Levitt of material changes to your Application may result in your Application being deemed ineligible.

Applications that do not comply with these Rules or do not meet the Eligibility Criteria or that otherwise contain prohibited or inappropriate content as determined by Levitt, in its sole and absolute discretion, may be deemed ineligible at any time without notice.

Your Application and proposed Concert Series 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;
- involve religious advocacy or proselytizing, defined as acts and intentions to advance a religious denomination or expand membership or encourage conversion;
- 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;
- directly or principally benefit any one specific individual or group of specific individuals (as opposed to the identified community as a whole);
- use individuals' names, in whole or in part, without permission; or
- contain materials embodying the names, likenesses, photographs, or other identifying elements of any person, living or dead, without permission.

All Applications become property of Levitt and none will be acknowledged or returned. Applications must: (i) be original and of the Applicant's own creation; and (ii) not violate the intellectual property or proprietary rights of other parties. Levitt may, in its sole and absolute discretion, reject, refuse, remove, delete, and/or disqualify or disallow or deem ineligible any Application that Levitt, in its sole and absolute discretion, deems inappropriate or otherwise non-compliant with these Rules or the Eligibility Criteria. If Levitt, or any other AMP Awards Entity, at any time during the AMP Awards 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 Application, Levitt may, in its sole and absolute discretion, remove such Application from the Site and deem the Application to be ineligible without prior notice to the Applicant.

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

Submission of an Application constitutes the Applicant's certification that the Application is the Applicant's own original work and the Applicant represents and warrants that the Application does not and will not infringe the intellectual property or proprietary rights of any third party, including, without limitation, any third-party patents, copyrights, or trademarks. By submitting an Application, the Applicant 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 Application 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 the Applicant, the Partner(s), and Levitt. The Applicant and the Partner(s) also irrevocably grant Levitt, and its respective successors and assigns, where not prohibited by law, an irrevocable, perpetual, worldwide, nonexclusive, royalty-free, sub-licensable (through multiple tiers), and transferable license and right to use the name, voice, likeness, and biographical material of the Applicant and the Partner(s), or members of the Applicant or the Partner(s) (if the Applicant or the Partner(s) is a group or organization), in any merchandising, advertising, marketing, promotion, press releases, social media, or any other purpose related to the Application, the Partner(s) and/or the AMP Awards or in any other way Levitt and any other AMP Awards Entity deems appropriate.

The Applicant and the Partner(s) acknowledge that the Applicant and the Partner(s) have no right of approval or consultation with respect to Levitt or any other AMP Awards Entity's use of the Application or the licenses and rights granted above.

### **Application Selection**

Following the Application Period, the Voting Period will take place. Applications that are complete, comply with these Rules, meet the Eligibility Criteria, and are deemed competitive by Levitt will be selected to be posted on the Site during the Voting Period. Each Applicant will be notified by email no later than August 22, 2022 regarding whether their Application has been selected to be posted on the Site for the Voting Period. Applicants that advance to the Voting Period will receive a grant from Levitt in the amount of \$1,500.00 to support their efforts participating in the Voting Period. Selected Applications will be posted on the Site by September 8, 2022 for public viewing during the Voting Period. Levitt, in its sole and absolute discretion, will make the final determination as to which Applicants and Applications are accepted and are eligible to take part in the AMP Awards, to be considered for inclusion in the Voting Period and to be posted on the Site, and/or to receive any Grant (as defined below).

It is possible that two or more Applicants will submit Applications from the same town or city and it is possible that two or more Applicants will submit

Applications with the same selected public space for their Concert Series. Levitt is under no obligation to review or consider the similarity of other Applications in determining whether or not an Application is eligible or in determining whether or not to post an Application on the Site or in determining the selection of Grant Recipients.

## **Voting**

Subject to the terms and conditions described herein, Applications that meet the Eligibility Criteria will be posted on the Site throughout the Voting Period. Applicants that advance to the Voting Period will receive a grant from Levitt in the amount of \$1,500.00 to support their efforts participating in the Voting Period. Individuals who wish to vote for an Application(s) during the Voting Period will be required to sign up via the Site in order to become a Voter. All Voters in the AMP Awards must be residents of the United States and its territories who are 13 years of age or older as of the beginning of the Voting Period. Each Voter may place up to five votes during the Voting Period, but can place only one vote per Application. Levitt may share with other AMP Awards Entities the email addresses and names of Voters. Levitt may share with Grant Recipients the email addresses and names of Voters who voted for their Application.

If Levitt determines, in its sole and absolute discretion, that any Applicant and/or Voter has not complied with these Rules in any way, then Levitt reserves the right to disqualify any Application(s) or vote(s) that such Applicant and/or Voter has submitted and disallow any further participation or voting by such Applicant and/or Voter in the AMP Awards. Although Levitt may use mechanisms to verify the eligibility of Voters, Levitt is under no obligation to verify the eligibility of any particular Voter or to take any corrective action as a result of such verification of eligibility.

## **Grant Recipients Selection**

Following the Voting Period, the Levitt Review Period will take place and each Applicant will be notified by email on September 22, 2022 regarding whether their Application is a Top 20 Finalist. During the Levitt Review Period, Levitt will evaluate the Top 20 Finalists and, in its sole and absolute discretion, Levitt will select the Grant Recipients from these 20 Applications that received the most valid online votes during the Voting Period. If there is a tie among the Applications at the end of the Voting Period, Levitt, in its sole and absolute discretion, will review the tied Applications and will determine whether all tied Applications will be considered top finalists and evaluated and reviewed for consideration to be Grant Recipients.

Grant Recipients will be selected based upon the projected impact of the proposed Concert Series, feasibility of implementation, community support (measured by the number of online public votes received, secured and/or potential matching funds, letter(s) of support submitted as part of the Application, collaborative outreach efforts with other entities, amongst other factors), as well as adherence to these Rules and the Application meeting the

Eligibility Criteria. Levitt will also consider the following factors, amongst other factors, in selecting the Grant Recipients: (i) the characteristics of the selected public space where the Concert Series is proposed to take place with preference given to Applications with public spaces that are easily accessible to a range of demographic groups; (ii) Applications which display a programming philosophy that is inclusive, family-friendly, high caliber, and represents a wide range of music genres; (iii) Applications submitted by nonprofits that are BIPOC-led, and/or inclusive of all members of the community, particularly those who have been historically excluded and/or underrepresented due to race, ethnicity, national origin, immigration status, socioeconomic status, gender identity, religion, sexual orientation, age, and disability; (iv) outreach strategies that are inclusive of all members of the community; and (v) a proven track record of presenting professional quality concerts or partnering with an individual or organization that has done so.

Each Grant Recipient, subject to the terms and conditions described herein, will be awarded a three-year matching grant of \$30,000 per year, for a total grant award of \$90,000 ("Grant"). Notwithstanding the foregoing, Levitt retains final control and authority regarding approval of such Grants.

The Grant Recipients will be announced by Levitt on the Site on November 15, 2022. Levitt will inform the Applicants which are selected to be Grant Recipients by sending an email to the primary contact listed on the Application. Failure to respond to such notification within the specified time period or to follow the terms and conditions of these Rules or to meet the expectations and fulfill the requirements outlined in the Grant Recipient Agreement (as defined below) may cause Levitt to disqualify a Grant Recipient with the Grant Recipient forfeiting any eligibility for a Grant. In such case, Levitt may, in its sole and absolute discretion, select an alternate Grant Recipient from the remaining Top 20 Finalists.

Levitt may use any information, whether or not provided in the Applications, to select the Grant Recipients, and Levitt's decisions regarding the Grant Recipients selected shall be based on Levitt's sole and absolute discretion.

Levitt will require each Grant Recipient to complete and submit documents, as described below, as a condition to receiving any Grant and to avoid being deemed ineligible. No substitution of a Grant will be offered, except at the sole and absolute discretion of Levitt. Any Grant is non-transferable. Levitt is not responsible for a lost or stolen Grant.

### **Grant Recipient Documents and Disbursement of Grants**

Levitt will request from each Grant Recipient the following documents, each with the form and substance and submission date to be determined by Levitt, in its sole and absolute discretion:

1. The "Grant Agreement," in which the Grant Recipient will agree, among other conditions: (i) that use of the Grant will be as proposed in the Application; (ii) to

the terms and conditions set forth by Levitt in promoting the Concert Series as “Levitt AMP [Your City] Music Series”; (iii) that all artists will be paid for their performances during the Concert Series; (iv) that national sponsors of the AMP Awards will be given recognition as specified; (v) that the Grant Recipient will adhere to these Rules and the Eligibility Criteria; and (vi) that use of the Grant will be in compliance with all applicable federal, state, and local laws and regulations.

2. A report following completion of the Concert Series each year (“Report”). The above documents will be sent to the Grant Recipient either by mail to the primary organization or by email to the primary contact. Levitt may require a Grant Recipient to complete, sign, and return any of the documents listed above within a specific time period, which Levitt may determine in its sole and absolute discretion.

Levitt, in its sole and absolute discretion, may request additional information other than as listed above and other than as included in the Application in accordance with its standard practices and policies. Levitt will request additional information from a Grant Recipient by sending an email to the primary contact. Upon email notification, Grant Recipients must provide to Levitt within the specified time period any additional information requested by Levitt.

If a Grant Recipient is unwilling or unable to sign and return any document listed above within the specified time period; to provide any item, meet any expectation, or fulfill any requirement set forth in any document listed above within the specified time period; to provide any additional information requested by Levitt within the specified time period; or to otherwise timely comply with these Rules or meet the Eligibility Criteria; then Levitt may void that Grant Recipient’s eligibility as a Grant Recipient, with such Grant Recipient forfeiting the Grant. In such case, Levitt will not have any further obligation to that Grant Recipient or to otherwise award any Grant, but Levitt may, in its sole and absolute discretion, choose an alternate Grant Recipient using the same selection method as used to select the forfeited Grant Recipient.

The Grant will be disbursed in three payments each year of the Grant: 25% will be disbursed upon the Grant Recipient providing Levitt with proof of matching funds, the confirmed artist roster for the Concert Series (as approved by Levitt), and the other required documents and information as outlined in the Grant Agreement; 50% will be disbursed six weeks before the launch of the Concert Series upon the Grant Recipient providing Levitt with the required documents and information as outlined in the Grant Agreement; and the final 25% will be disbursed upon completion of the Concert Series and submission of the Report. Grant Recipients should allow up to four weeks for delivery of any portion of the Grant. Funds will be sent electronically to the primary organization’s bank account and made payable to the primary organization. Because the AMP Awards is not intended for Applicants outside the United States and its territories, an electronic deposit will not be sent to a bank account outside the United States and its territories.

The AMP Awards is a dollar-for-dollar matching grant program, thus Grant Recipients must raise a minimum of \$30,000 in matching funds each year of the Grant. Of the total matching funds raised, up to 50% may be in-kind contributions and the rest must be cash donations, sponsorships and/or grants. If a Grant Recipient is unable to raise the minimum required matching funds, then Levitt may void that Grant Recipient's eligibility as a Grant Recipient, with such Grant Recipient forfeiting the Grant. If a Grant Recipient raises more than \$30,000 in matching funds in any year of the Grant, all funds raised from cash donations, sponsorships, and/or grants and all in-kind contributions received in support of the Concert Series must be used towards the Concert Series. On-site earned income, which includes vendor fees, food and beverage sales, and on-site donations during the Concert Series, is not required to be used towards the Concert Series. All funds raised and contributions received in support of the Concert Series and all on-site earned income generated during the Concert Series must be disclosed to Levitt in the Report.

The Grant and all funds raised and contributions received by the Grant Recipient in support of the Concert Series must be used to produce and promote the Concert Series and related pre- and post-concert audience activities, as described in the Application. The Grant may not go towards a capital campaign. The Grant may not be used to purchase permanent sound or lighting equipment or fixed assets of any kind for your organization or for your partner(s).

## **Taxes**

There may be some tax implications for Grant Recipients. Levitt recommends that Applicants review their Application with their legal/tax advisor to determine their potential tax liability, if any, in connection with receiving a Grant as part of the AMP Awards. If there is any tax liability, it will be the sole responsibility of the Grant Recipient.

## **General Conditions**

In the event of a dispute regarding who submitted an Application, the Application will be deemed submitted by the authorized account holder of the email account of the primary contact specified in the Application. "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 the submitted email address. It is the sole responsibility of the Applicant to notify Levitt in writing if the primary contact changes their email address during the AMP Awards Period.

By entering the AMP Awards, Applicants and Partners agree to be bound by these Rules. Levitt is not responsible for: (i) late, lost, delayed, damaged, incomplete, illegible, misdirected, or undeliverable Applications, responses, or other correspondence, whether by email or otherwise; (ii) theft, destruction, unauthorized access to, or alterations of Applications; or (iii) phone, electrical,

network, computer, hardware, software program, or transmission malfunctions, failures, or difficulties.

By submitting an Application to the AMP Awards, Applicants and Partners further agree to release, indemnify, defend and hold Levitt, the other AMP Awards 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 the AMP Awards, 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 AMP Awards or acceptance or use of a Grant, or parts thereof, including, without limitation: (i) any condition caused by events beyond the control of Levitt that may cause the AMP Awards 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 a Grant, or acceptance, possession, or use of a Grant, or from participation in the AMP Awards; and (iii) any printing or typographical errors in any materials associated with the AMP Awards. Applicants and Partners agree to be bound by these Rules, and Levitt's decisions in all respects relative to the AMP Awards are final.

IN NO EVENT WILL LEVITT OR ANY OTHER AMP AWARDS ENTITY BE LIABLE TO YOU OR ANY APPLICANT, PARTNER, INDIVIDUAL ASSOCIATED WITH AN APPLICANT OR PARTNER IN ANY FORMAL OR INFORMAL CAPACITY, VOTER, GRANT RECIPIENT, OR PARTICIPATING ORGANIZATION OR INDIVIDUAL, AS APPLICABLE, 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 AMP AWARDS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT ANY AMP AWARDS 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.

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

Any waiver of any obligation hereunder by Levitt or any other AMP Awards Entity does not constitute a general waiver of any obligation in favor of an Applicant(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 AMP Awards, in whole or in part, in the event of fraud, technical or other difficulties, or if the integrity of the AMP Awards is compromised, without liability to Applicants, Partners, Voters, or Grant Recipients, or any AMP Awards Entities. Levitt reserves the right, in its sole and absolute discretion, to disqualify any Applicant, Voter, or Grant Recipient.

The AMP Awards is void where prohibited or restricted by law. The AMP Awards is subject to these Rules and all applicable federal, state, and local laws and regulations. By participating in the AMP Awards, Applicants, Partners, Voters, and Grant Recipients 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 AMP Awards.

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 AMP Awards or these Rules must be brought in either the federal or state courts located in Los Angeles County, California.