

## **2018 My LA2050 Activation Challenge OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. NO ENTRY FEE.

### **COMMON TERMS USED IN THESE RULES:**

These are the official rules (“Official Rules”) that govern how the My LA2050 Activation Challenge will operate (“Contest”). In these rules, “we,” “our,” and “us” refer to the Goldhirsh Foundation. “the Applicant” refers to the authorized representative of an eligible Organization, as described below.

BY PARTICIPATING IN THE CONTEST, THE APPLICANT BECOME A PARTICIPANT AND AGREE TO THE GOLDHIRSH FOUNDATION’S TERMS AND PRIVACY POLICY AVAILABLE AT ACTIVATION.LA2050.ORG IN ADDITION, THE APPLICANT UNDERSTANDS AND AGREE THAT THE APPLICANT’S APPLICATION AND THE PERSONAL INFORMATION COLLECTED FROM THE APPLICANT MAY BE STORED BY THE GOLDHIRSH FOUNDATION AND THAT THE APPLICANT MAY BE CONTACTED IN CONNECTION WITH THIS CONTEST OR SIMILAR CONTESTS BY THE GOLDHIRSH FOUNDATION. PARTICIPATION IN THE CONTEST CONSTITUTES THE APPLICANT’S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES AND REGULATIONS (“OFFICIAL RULES”).

### **1. Contest Description**

The My LA2050 Activation Challenge (the “Contest”) is a two-part online grant contest that will involve both judging by an evaluation committee selected by the Goldhirsh Foundation and voting by the public to help determine the Contest winners. In order to participate in the Contest, applicants must submit ideas, concepts, images, designs, and/or other materials and information, as described in detail below (collectively, the “Application”), to the Goldhirsh Foundation in accordance with the terms and conditions specified herein (such applicants become “Participants”).

The object of this Contest is to select Los Angeles County based projects, impacting one of the five LA2050 Goals (the “Categories” as described in detail in section 8): Making LA the best place to play, Making LA the best place to create, Making LA the best place to learn, Making LA the best place to connect, and Making LA the best place to live. All Applications received will be moderated by the Goldhirsh Foundation to ensure compliance with Contest rules. Those Applications found to be in compliance with the Contest rules will be posted for public view on [activation.la2050.org](http://activation.la2050.org) (the “Contest Site”).

All Applications found to be in compliance with the Contest rules will be reviewed and scored by an evaluation committee selected by the Goldhirsh Foundation and 25 Applications will be selected as finalists (five in each category) to be voted on during the public voting period. Criteria for scoring will be available to Contest participants. The Applications that receive the most valid online votes in their respective categories will be recommended as winners to receive a grant of \$200,000 dispersed over two years (five total). Notwithstanding the foregoing, the board of directors of the Goldhirsh Foundation retains final control and authority regarding approval of such grants.

### **2. Eligibility**

The Contest is open to non-profit organizations, for-profit business organizations, and government agencies that operate in the State of California (each an “Authorized Organization”); individuals may not enter in their individual capacity. Any person submitting an Application on behalf of an eligible organization must have the express permission of that organization to enter this Contest and bind the organization to these Official Rules. All voters in the Contest must be residents of the fifty United States and the District of Columbia who are fourteen (14) years of age or older as of the beginning of the Contest Period (defined below). Employees of the Goldhirsh Foundation; their respective subsidiaries; their respective advertising, promotion, fulfillment, or other coordinating agencies; (collectively, the “Contest 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, become a Participant, or vote in the Contest. Although the Goldhirsh Foundation may use mechanisms to verify the eligibility of Participants, voters, and Winners (defined below), the Goldhirsh Foundation is under no obligation to verify the eligibility of any particular Participant, voter, or Winner or to take any corrective action as a result of such verification of eligibility.

Technically there can be multiple entries from the same organization, so long as the project ideas are unique. The Goldhirsh Foundation, in its sole and absolute discretion, will make the final determination as to which Participants and Applications are accepted and are eligible to take part in the Contest, to be considered for inclusion in the Voting Period and on the Site, and/or to receive any Grant.

Organizations who have won funding in previous My LA2050 Grants Challenge contests are eligible to apply for the My LA2050 Activation Challenge.

### **3. Contest Period**

The opportunity to participate in the Contest begins at 9:00 AM PT on Thursday, March 1, 2018 (the first date and time Applications may be submitted) and ends at 12:00 PM PT on Monday, July 9, 2018 (the last date and time the Winner [defined below] may be selected) (the "Contest Period"). As set forth below, the Contest Period includes one period when Applications can be submitted (the "Application Period"), followed by a second period when the evaluation committee will select approved Applications to be the finalists in each of the five (5) Categories (the "Evaluation Period"), and finally followed by a third period when members of the general public can vote on the entries (the "Voting Period").

The Application Period begins at 9:00 AM PT on Thursday, March 1, 2018 and ends at 5:00 PM PT on Friday, March 30, 2018. The Evaluation Period begins at 9:00 AM PT on Monday, April 9, 2018 and ends at 5:00 PM PT on Friday, May 18, 2018. The Voting Period begins at 9:00 AM PT on Tuesday, June 19th, 2018 and ends at 5:00 PM PT on Friday, June 29, 2018.

### **4. Grants**

Subject to terms and conditions described herein, all valid Entries that meet the Contest criteria will enter the Evaluation Period.

The 25 Applications selected as finalists will be voted on by the public during the Voting Period. The five (5) Applicants which receive the most online votes in their Category will be recommended as the "Winner." The Winners, subject to the terms and conditions described herein, will be awarded \$200,000 dispersed over two years.

Notwithstanding the foregoing, the board of directors of the Goldhirsh Foundation retains final control and authority regarding approval of such grants.

The Winner(s) will be announced by the Goldhirsh Foundation on Monday, July 9, 2018. Failure to respond to a Finalist or Winner notification within the specified time period or to follow the terms and conditions of these Official Rules may cause the Goldhirsh Foundation to disqualify a Finalist or Winner (with the Finalist or Winner forfeiting any eligibility for a Grant). In such case, the Goldhirsh Foundation may select an alternate Winner from the remaining Finalists.

### **5. How to Submit an Application**

During the Application Period, prospective Applicants will visit the Site and follow the directions to submit an Application to become a Participant in the Contest. The Applicant's Application must contain text that describes a project to be carried out for charitable, community, or educational purposes by Participant and must contain a link to a YouTube video or a high resolution photograph.

To be eligible for consideration for posting to the Site for voting, an Application must (i) be submitted through the Site by the end of the Application Period; and (ii) comply with these Official Rules.

All Applications may be reviewed for compliance with these Official Rules; however, such review does not relieve Participant from responsibility for compliance with these Official Rules, and Participant will have sole liability for all third-party claims relating to or regarding the content of the Application. Applications that do not comply with these Official Rules or that otherwise contain prohibited or inappropriate content as determined by the Goldhirsh Foundation in their sole and absolute discretion may be disqualified at any time without notice.

The Goldhirsh Foundation and LA2050 may showcase submissions on social media channels during the Evaluation Period and the Voting Period. Due to limited social media calendar availability, the Goldhirsh Foundation cannot guarantee to showcase any particular submission.

### **6. Application Content Guidelines**

- Applications MUST:
- Be in English;
- describe a project that would be implemented in its entirety in Los Angeles County;
- describe a project that will impact one of the five (5) LA2050 Goals (the "Categories") as described in detail in section eight (8) below;

- be capable of being implemented with the amount awarded in the Grant;
- be capable of being implemented within 24 months of Grant award; and
- provide a level of detail sufficient to show each of the specific activities to be carried out by the Applicant and others, if any, necessary to achieve the principal goal(s) of the project.

Applications MUST NOT:

- Suggest legalization of any illegal drugs/activity, prostitution or pornography, or other illegal activities or goods;
- attempt to influence legislation within the meaning of Internal Revenue Code Section 501(h) or to influence the outcome of any specific election, or overthrow any government;
- be inconsistent with these Official Rules;
- suggest or encourage the taking up of arms against any person, government, or entity;
- 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;
- disparage or denigrate a product, service, person, company, or organization including, but not limited to the Goldhirsh Foundation or any other Contest Entity;
- encourage the cessation of or act to negatively impact a business or enterprise;
- promote alcohol, illegal drugs or activity, tobacco, firearms/weapons, prostitution, or pornography;
- contain any profanities, be overtly sexual, suggest an intent to abuse, or contain suggestions of violence;
- 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 or voter registration drive feature or reference any third party;
- describe a project that directly or principally benefits the Participant or any other specific individual (as opposed to the identified community as a whole);
- describe a project with a purpose of re-granting potential Grant funds to another organization(s);
- feature any third-party commercial products and/or company trademarks, logos, brands, or endorsements (including but not limited to third-party logos on street scenes, panoramic views, vehicle license plates, or clothing, such as t- shirts or hats); an Application may contain the name and trademark of an organization to be benefited by a Grant, provided prior permission has been obtained from such organization;
- 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.

Applications must: (i) be original and of Participant's own creation, and (ii) not violate the intellectual property or proprietary rights of other parties. Once submitted, Applications may be returned and removed from the Contest at the discretion of the Goldhirsh Foundation. The Goldhirsh Foundation may, in their sole and absolute discretion, reject, refuse, remove, delete, and/or disqualify or disallow any Application that the Goldhirsh Foundation, in their sole and absolute discretion, deems inappropriate or otherwise non-compliant with these Official Rules. If the Goldhirsh Foundation or any Contest 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 Application, the Goldhirsh Foundation may, in their sole and absolute discretion, remove such Application from the Site and disqualify the Application without prior notice to Participant.

## 7. Application Selection

During the Evaluation Period, the Goldhirsh Foundation, with the support of an Evaluation Committee, in their sole and absolute discretion, will select five (5) Applications in each of the five (5) Categories, to be selected as finalists. Finalists will proceed to the Voting Period and the Applications receiving the most valid online votes in each respective category will be recommended as the "Winner" and recipients of grant funds. Notwithstanding the foregoing, the board of directors of the Goldhirsh Foundation retains final control and authority regarding approval of such grants. The Goldhirsh Foundation will award a total of \$1,000,000 to eligible organizations applying for grant amounts of \$200,000 dispersed over two years.

The Applications will be selected based upon the projected impact on one or more of the five (5) Categories, feasibility of implementation, ability to mobilize Angelenos, overall quality of the submission, collaborative spirit, as well as adherence to these Official Rules and any other criteria the Goldhirsh Foundation may establish. All Contest

Selections will be posted to the Site for voting at the start of the Voting Period. Applications selected as finalists will be expected to participate in a public event during the Voting Period to present their project ideas. The Goldhirsh Foundation, in its sole and absolute discretion, will make the final determination as to which Participants and Applications are accepted and are eligible to take part in the Contest, to be considered for inclusion in the Voting Period and on the Site, and/or to receive any Grant.

## **8. Categories**

Projects will impact one of the five (5) LA2050 Goals (the “Categories”) as described in detail below, including but not limited to the following goals and metrics:

### MAKING LA THE BEST PLACE TO LEARN

In LA2050, our region will offer opportunities for lifelong learning, allowing all residents to contribute their skills, talents, and abilities to society.

By the year 2050, all Los Angeles students will have access to early education programs, every high school student will graduate and be college and career ready, and all parents will be engaged and empowered to direct their children’s learning. LA will capitalize on its concentration of higher education facilities to foster new businesses, advance research, and spur innovation.

#### *LEARN METRICS*

1. College completion
2. College matriculation rates
3. District-wide graduation rates
4. Proficiency in English & Language Arts and Math
5. College completion
6. Early education
7. Student education pipeline
8. Students’ perceived sense of safety at and on the way to school
9. Suspension and expulsion rates
10. Truancy rates in elementary and middle schools
11. Youth unemployment and underemployment

### MAKING LA THE BEST PLACE TO CREATE

In LA2050, our region will empower its residents to harness their creativity by fostering entrepreneurship, cultural diversity, and inclusivity.

By the year 2050, Los Angeles will continue to play host to the largest concentration of working artists in the nation and provide support to maintain (and build) its robust collection of arts establishments. It will lead the nation in manufacturing and become an international leader in technology and innovation. Our region will be a center for entrepreneurial activity that creates jobs and generates wealth for a diverse, flexible, and talented workforce. LA’s business community will reflect the diversity of our region, enhancing our international business opportunities.

#### *CREATE METRICS*

1. Arts establishments
2. Manufacturing activity
3. Employment in the creative industries
4. Federal research grant funding
5. Gini coefficient
6. Jobs per capita
7. Measures of cultural and global economic influence (“soft power”)
8. Minority- and women-owned firms
9. High growth startups
10. Patents per capita
11. Percentage of graduates from local higher education institutions that remain in LA County 5 years after graduating
12. Recruiting and retention rates for local higher education institutions

13. Unemployment (and opportunities) for the formerly incarcerated
14. Venture capital investment

#### MAKING LA THE BEST PLACE TO PLAY

In LA2050, our region will be a place where people of all ages have easy access to clean, safe, and sustainable venues to enjoy the natural environment, arts and cultural resources, and local beaches, waterways, and open space.

By the year 2050, people of all ages will enjoy safe homes, safe neighborhoods, and safe places to play. Every neighborhood will provide its residents with vibrant park space, every child will have access to afterschool enrichment programs, and residents will love their neighborhoods.

#### *PLAY METRICS*

1. Access to open space and park facilities
2. Attendance at major league sporting events
3. Number (and quality) of informal spaces for play
4. Number of children enrolled in afterschool programs
5. Number of parks with intergenerational play opportunities
6. Number of residents with easy access to a “vibrant” park
7. Per capita crime rates
8. Perceived safety

#### MAKING LA THE BEST PLACE TO CONNECT

In LA2050, our region will be a place where every resident has the opportunity to engage and interact with other Angelenos and are empowered to contribute meaningfully in civic processes.

By the year 2050, Los Angeles will be the most civically engaged region in the U.S., with multiple online and offline platforms for residents to voice their opinions and influence elected officials, decision-makers, and local government. Our region’s voting rates and volunteerism will lead the nation, and an expanded network of transportation options will facilitate the easy flow of people and ideas.

#### *CONNECT METRICS*

1. Access to free wifi
2. Social & emotional support
3. Cultural events
4. Public/open streets gatherings
5. Government responsiveness to residents’ needs
6. Travel time to work
7. Public transit riders
8. Participation in neighborhood councils
9. Rates of volunteerism
10. Residential segregation
11. Total number of local social media friends and connections Angelenos have
12. Transit-accessible housing and employment (the share of housing units and percentage of jobs that are located within a half-mile of transit)
13. Voting rates

#### MAKING LA THE BEST PLACE TO LIVE

In LA2050, our region’s residents will have the economic means and cultural capital to lead active, healthy lives, and everyone benefits from a sustainable environment.

By the year 2050, Los Angeles will have the nation’s lowest obesity rates and every neighborhood will have access to healthy, affordable food. Every family will be able to afford quality health care and housing. And no families will face environmental health hazards because of where they live or how much money they make.

#### *LIVE METRICS*

1. Access to healthy food
2. Housing affordability
3. Waterways
4. Exposure to air toxins
5. Healthcare access
6. Self-sufficiency
7. Obesity
8. Local water
9. Resilient communities
10. Residents receiving coordinated healthcare services
11. Tree canopy cover
12. Prevalence of adverse childhood experiences
13. Homelessness
14. Mental illness
15. Walk/bike/transit score

## **9. Voting**

Individuals who wish to vote for the Contest will be required to follow the directions on the Site in order to place a vote. Each voter may vote once per Category (five votes total). If the Goldhirsh Foundation determines, in their sole and absolute discretion, that any Participant or voter has not complied with these Official Rules in any way, then the Goldhirsh Foundation reserves the right to disqualify any Application(s) or vote(s) that such Participant or voter has submitted and disallow any further participation or voting by such Participant or voter in the Contest.

## **10. Donations**

Each applicant may designate a legal entity or person to receive donations and may include a link to the applicant's own website or an independent payment processor to receive donations. The Goldhirsh Foundation is not responsible for donations or funds raised through the Site. By raising funds through the Site, the Applicant represents and warrant that: (a) the Applicant is raising money for a cause or activity that is related to the Applicant's My LA2050 Application and is legal under all applicable federal, state, provincial, territorial and local laws and regulations; and (b) the Applicant will use all donated funds solely for the purpose the Applicant has stated on the Site, and under no circumstances may the Applicant use the funds for any other purpose.

Receipt of funds is based on the independent payment processor and must comply with the terms of conditions as outlined by the payment processor. In addition, all organizations will be responsible for any applicable taxes or fees based on their net income or gross receipts (if any) and any and all reporting, bookkeeping, and substantiation requirements.

**Additional Terms for Donors.** Participants in the Voting period of the Contest are able provide donations to eligible organizations. Donors must comply with the terms of condition as outlined by the independent payment processor.

**Donor's Risk.** All donations are at the Donor's own risk. Participants in the Voting period and who contribute donations to a given organization must ensure that they understand how the funds will be used. The Goldhirsh Foundation does not warrant that funds will be used for any particular purpose and is not responsible for any misuse of the funds by the beneficiary.

**No Gift Restrictions.** Donors are not permitted to impose restrictions on the use of donated funds by a Beneficiary. To the extent that a donation is made in response to an appeal for a particular program of a Beneficiary, or to the extent that a Donor purports to direct the use of donated funds by a Beneficiary, any such directions shall constitute non-binding recommendations only and the Beneficiary shall have full discretion to determine how all donated funds will be used.

**Donor Commitments.** By donating money through the independent payment processor site, the Donor represents and warrants that any donation the Donor makes is legal in the Donor's jurisdiction and that the Donor is authorized to use the payment method the Donor has selected. Each donor agrees and acknowledges that: (i) all donations to Charities are made as unrestricted gifts and may not be restricted to any particular purpose; (ii) designated donation and registration amounts and Transaction Fees will be charged to the credit or debit card or other payment method the Donor uses through the independent payment processor.

## **11. Volunteering**

An applicant may provide a “volunteer” link to its own website to provide opportunities for volunteer opportunities. The Goldhirsh Foundation is not responsible for volunteer services enlisted through the volunteer pages of the eligible entities participating in the Contest. Specifically, the Goldhirsh Foundation is not responsible for maintaining lists of volunteers, following up with registered volunteers, contacting volunteer hosts, or any other activities related to volunteering with organizations in the Contest nor will the Goldhirsh Foundation facilitate volunteers and volunteer opportunities beyond allowing and making public a such volunteer registration link to be submitted with the Application. The Goldhirsh Foundation is not responsible for any contractual or tort claims against the applicant related to such volunteer activities.

## **12. Winner Selection**

After the Voting Period has ended, the Goldhirsh Foundation will review the five Applications which received the most valid online votes to be recommended as Winners and recipients of grant funds. Notwithstanding the foregoing, the board of directors of the Goldhirsh Foundation retains final control and authority regarding approval of such grants. There will be total of \$1,000,000 in grants. If there is a tie among the Applications after the Voting Period has ended, the Goldhirsh Foundation, in their sole and absolute discretion, will review the tied Applications and will break the tie based on the Application that first in time received the highest number of votes during the Voting Period.

The Goldhirsh Foundation may use any information, whether or not provided in the Applications, to select the Winners, and the Goldhirsh Foundation's decisions regarding Winner selection shall be based solely on the Goldhirsh Foundation's discretion.

It is possible that two (2) or more Participants will submit Applications that may contain the same or similar ideas. The Goldhirsh Foundation is under no obligation to review or consider the similarity of other Applications in determining whether or not to accept an Application or in determining the Winner. The Goldhirsh Foundation's decisions, in their sole and absolute discretion, are final and binding in all matters relating to the Contest.

The Goldhirsh Foundation will require a Winner to complete winner documents as described in Section 11, such as a grant agreement (“Grant Agreement”), as a condition to receiving any Grant and to avoid disqualification as a Winner. No substitution of a Grant is offered, except at the sole and absolute discretion of the Goldhirsh Foundation. Any Grant is non-transferable. Neither Goldhirsh Foundation nor any other Contest Entity is responsible for a lost or stolen Grant.

## **13. Taxes**

There may be some tax implications for the Winner(s). The Goldhirsh Foundation recommends that Participants 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 Contest. If there is any tax liability, it will be the sole responsibility of the Winner(s).

## **14. Grant of Rights to Goldhirsh Foundation**

Submission of an Application constitutes Participant's certification that the Application is Participant's own original work and Participant 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, Participant hereby irrevocably grants the Goldhirsh Foundation, and their 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 Participant and the Goldhirsh Foundation. Participant also irrevocably grants the Goldhirsh Foundation, and their 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 Participant or (if Participant is a group or organization) members of Participant, in any merchandising, advertising, marketing, promotion, press releases, social media, or any other purpose related to the Application and/or Contest or in any other way the Goldhirsh Foundation or any other Contest Entity deems appropriate. Participant acknowledges that Participant has no right of approval or consultation with respect to the Goldhirsh Foundation or any other Contest Entity's use of the Application or the licenses and rights granted above.

## **15. Winner Documents**

After the Finalist Period, the Goldhirsh Foundation will request from a Winner the following items, each with the form and substance to be determined by the Goldhirsh Foundation in their sole and absolute discretion: Grant Agreement for any Grant, in which the Winner will agree, among other conditions, that use of the Grant will be in compliance with all applicable laws and regulations; Details about any proposed project activities, including a project plan; An Expenditure Responsibility inquiry, if necessary, and An Affidavit and Winner Agreement confirming a Winner's eligibility and adherence to these Official Rules.

The Goldhirsh Foundation, in their sole and absolute discretion, may request additional information other than as provided above in accordance with its standard practices and policies. The Goldhirsh Foundation will notify the Winner(s) by e-mail. Upon e-mail notification, the Winner(s) will provide to the Goldhirsh Foundation within three (3) days their address(es) and any other information requested by the Goldhirsh Foundation. The Goldhirsh Foundation may require a Winner within fourteen (14) days to complete, sign, and return any of the documents listed above, which will be sent to the address(es) provided by the Winner or by email. If a Winner is under the age of majority in his or her state of residence, the Goldhirsh Foundation may require the Winner's parent or guardian to sign and return the documents listed above and other documents related to the Contest.

If a Winner (or a Winner's parent or guardian, as applicable) is unwilling or unable to sign and return any document listed above within the specified time period, to provide any item set forth in any document listed above within the specified time period, or to otherwise timely comply with these Official Rules, then the Goldhirsh Foundation may void that Winner's eligibility as a Winner (with such Winner forfeiting any Grant). In such case, the Goldhirsh Foundation will not have any further obligation to that Winner or to otherwise award any Grant, but the Goldhirsh Foundation may, in its sole and absolute discretion, choose an alternate Winner using the same selection method as used to select the forfeited Winner.

## **16. 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 e-mail account specified in the Application. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. It is the sole responsibility of the Participant to notify the Goldhirsh Foundation in writing if the Participant changes his or her e-mail or postal address during the Contest Period.

By entering the Contest, Participants agree to be bound by these Official Rules. The Goldhirsh Foundation is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected, or undeliverable Applications, responses, or other correspondence, whether by e-mail, postal mail, 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 entering the Contest, Participants further agree to release, indemnify, defend and hold the Goldhirsh Foundation, the other Contest Entities, and their respective affiliates, subsidiaries, directors, officers, employees, shareholders, sponsors and agents, including advertising and promotion agencies, assigns, and any other organizations related to the Contest, 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 or acceptance or use of a Grant, or parts thereof, including, without limitation, (i) any condition caused by events beyond the control of the Goldhirsh Foundation 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 a Grant, or acceptance, possession, or use of a Grant, or from participation in the Contest; and (iii) any printing or typographical errors in any materials associated with the Contest. Winners agree to be bound by these Official Rules, and the Goldhirsh Foundation's decisions in all respects relative to the Contest are final.

IN NO EVENT WILL CONTEST ENTITIES BE LIABLE TO THE APPLICANT OR ANY PARTICIPANT, VOTER, WINNER, OR PARTICIPATING ORGANIZATION, AS APPLICABLE, FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THE APPLICANT'S 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 ANY CONTEST 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 the Applicant.

APPLICATIONS POSTED TO THE SITE ARE NOT NECESSARILY NOR ARE REQUIRED TO BE EDITED BY THE GOLDBHIRSH FOUNDATION OR ANY OTHER CONTEST ENTITY. APPLICATIONS ARE THE VIEWS OR OPINIONS OF THE RESPECTIVE PARTICIPANT, AND DO NOT NECESSARILY REFLECT THE VIEWS OR OPINIONS OF THE GOLDBHIRSH FOUNDATION OR ANY OTHER CONTEST ENTITY IN ANY MANNER.

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

All Applications become property of the Goldhirsh Foundation and acknowledgement or return are at the discretion of the Goldhirsh Foundation. Allow 6-8 weeks for delivery of any Grant. Grants will be sent as a check to the address provided by the Winner. Because this Contest is not intended for Participants outside the fifty states of the United States and the District of Columbia, no Grant will be mailed to any address outside the fifty states of the United States and the District of Columbia.

The Goldhirsh Foundation reserves the right, in its sole 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 Participants or voters. The Goldhirsh Foundation reserve the right to disqualify any Participant or Winner in their sole and absolute discretion.

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

These Official Rules are governed by the law 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 Official Rules must be brought in either the federal or state courts located in Los Angeles County, California.

**16. Winner's List.** For the name of the Winner(s) or a copy of these Official Rules, visit the Site or send a request and a stamped (Vermont residents may omit postage), self-addressed envelope to My LA2050 Grants Challenge, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048.

**17. Goldhirsh Foundation Address:** Goldhirsh Foundation, 6380 Wilshire Blvd., 15th Floor, Los Angeles, CA 90048