

# **Bellagio Center Residency Program Terms & Conditions**

## **2025**

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## **NO FEE, DONATION, OR PURCHASE IS REQUIRED TO ENTER OR TO BE SELECTED FOR THE BELLAGIO CENTER RESIDENCY PROGRAM**

The following rules, terms, and conditions (the “Residency Rules”) govern participation in the Bellagio Center Residency Program (the “Residency Program”).

By checking the acceptance box and submitting an application or otherwise participating in the Residency Program, you expressly, fully and unconditionally agree to be bound by, and to at all times be in full compliance with, the Residency Rules. Further, you indicate that you understand and intend the Residency Rules to be the legal equivalent of a signed, written contract between you and the Residency Program Entities (as defined below) and equally binding, and you accept the Residency Rules without limitation or qualification. If you do not agree and accept the Residency Rules, you are not eligible for the Residency Program and you should proceed no further with the application process and exit the website immediately.

**The Residency Program is void where prohibited by law.**

The Residency Program is open to individuals that agree to be, and can be, legally bound by these Residency Rules (hereinafter “**Applicant(s)**” or “you/your”). Please see Section 3 for detailed eligibility criteria. During the duration of the Residency Program, there may be clarifications issued applicable to the Residency Rules, which will be updated on this website and communicated to Applicants via the email they have provided. Please direct any questions or communications about the Residency Rules or the Residency Program to [Bellagionetwork@rockfound.org](mailto:Bellagionetwork@rockfound.org).

### **1. DESCRIPTION OF THE RESIDENCY PROGRAM**

The Rockefeller Foundation, with a domicile at 420 Fifth Avenue, New York, NY (“the Foundation”), the sponsor of the Residency Program, is a charitable foundation headquartered in New York. Common Pool, LLC (d/b/a Carrot) (the “Application Facilitation Partner”) has been engaged by the Foundation to host the application process for the Residency Program. The Rockefeller Foundation and the Application Facilitation Partner shall collectively be referred to in these Residency Rules as the “Residency Entities.”

Every year, approximately 100 artists, authors, policymakers, practitioners, scholars, and scientists from around the world participate in The Rockefeller Foundation’s Bellagio Center Residency Program. Bellagio seeks to inspire collaboration across sectors and professions, political affiliations, and national borders. In sharing their knowledge, approaches, and



perspectives, residents strengthen their work and collectively transform the issues that define our present and shape our future.

Based in Lake Como, Italy, the four-week residency offers participants the opportunity to unleash their creativity and advance groundbreaking work. Residents can take advantage of focused, uninterrupted work time in this unique environment while participating in an interdisciplinary, cross-cultural cohort. They form lasting bonds and stay connected to The Rockefeller Foundation long after their residency ends as members of the Bellagio Network.

## **A. Overview of Project Requirements**

Applicants must have a specific project they want to advance during the four-week residency and demonstrate how their project will be catalyzed by this opportunity.

Projects should be bold and compelling, with significant positive social impact and breakthrough potential. Projects can include scholarly research, applied practice, or a work of art. There should be a specific output or deliverable that is meaningfully advanced during the residency period and likely to be highly influential. Projects should be timely and well-suited to benefit from the unique cross-cultural, cross-disciplinary environment of the Bellagio residency.

Proposed projects that the Foundation supports through each residency must be in furtherance of its exempt charitable purpose. Projects must satisfy the requirements for charity set by the U.S. Internal Revenue Service, which include such things as provision of relief to the poor, advancement of education or science, preservation of the natural environment, or promotion of social welfare. Projects may promote social welfare through a variety of means, including by eliminating prejudice and discrimination, defending human and civil rights, or combating community deterioration.

Projects cannot have a primary purpose of generating profit or providing a for-profit company with a service or benefit. Every project must result in a public benefit that outweighs any private benefit, so the charitable impact of the work must result in a benefit to a disadvantaged group or other charitable outcome that outweighs an incidental commercial benefit. When presenting your project, please make sure that you are clearly articulating the direct and significant charitable benefit of the work you will be doing, including who will benefit from the project, and how that benefit will be accomplished through your work.

Projects that build upon existing programs from an applicant's place of employment are allowed. However, if the applicant works for a for-profit company, the project must be independent from the duties of the paid job function.

Note that projects that require access to specialized equipment, offsite excursions, or access to research libraries are not a good fit for this program. Residents must bring any materials needed for their project with them to the Bellagio Center.

## **B. Project Types**

Applicants must select one of the following project types that best describes their residency project:

- **Scholarly Research:** This project type will advance a scholarly discipline or field of study and often leads to a published book or article.
- **Art:** This project type will advance artistic practice by creating a new work of art. Art projects can be at the research, production, and/or post-production stage. All artistic disciplines are eligible including but not limited to visual arts, literary arts, music composition, and filmmaking. Multi-disciplinary projects also are eligible.
- **Applied Practice:** This project type originates from a professional domain outside the realms of academia and the arts (e.g., private sector, public sector, civil society) and can take many different forms such as a book, article, organizational plan, or policy brief.

Regardless of project type, all projects must demonstrate a clear charitable purpose.

## **C. Residency Themes**

The General Open Call is open to practitioners, academics, and artists working in any discipline or area of study. Projects can be based on any topic but must demonstrate clear social impact and charitable purpose.

In addition, The Rockefeller Foundation will also identify topics of specific interest to the Foundation. These topics can be found on the residency website.

If your project relates to more than one theme, select the one that is the strongest fit. If your project does not favor one theme more than another, select General Open Call.

## **2. ELIGIBILITY**

### **A. Eligibility Requirements**

All Applicants must:

- Be 18 years of age or older;

- Be conversant in English, consistent with a B1 level or higher in the Common European Framework of Reference (“CEFR”). According to the official CEFR guidelines, someone at the B1 level in English can 1) understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc.; 2) deal with most situations likely to arise while traveling; 3) produce simple connected text on topics which are familiar or of personal interest; and 4) describe experiences and events, dreams, hopes, and ambitions and briefly give reasons and explanations for opinions and plans;
- Submit their Application Materials in English;
- Confirm that they can participate fully in the Residency Program under the laws of the jurisdiction(s) in which they reside. Any entry received from an Applicant residing in a country where the Residency Program is not legal in all regards shall be ineligible to enter the Residency Program; and
- Own or otherwise have and maintain all necessary rights, licenses, authorizations, and consents with respect to any and all intellectual property and other proprietary rights (including the rights of publicity and privacy) in connection with their respective projects.
- Finalist applicants invited to an interview must also submit two letters of reference.

## **B. Ineligible Persons**

The following individuals are not eligible to apply:

- Persons appearing on the lists provided by the United Nations, the European Union, Member States of the European Union, the United Kingdom, Switzerland, the United States, and other authorities that maintain economic and trade sanctions that prohibit regulated persons from transacting or dealing, either directly or indirectly (i.e., through a grantee or other third party), with any person on a sanctions-related list of designated persons that they maintain
- Individuals who reside in, or are governed by, countries that are prohibited by law, regulation, treaty or administrative act (including, without limitation, those promulgated by the United States) from entering into trade relations (including, without limitation, the export of technology) with the United States or its citizens.
- United States government officials as defined by the Internal Revenue Service;
- Individuals who are or would be officials in public office in countries outside of the United States during the Residency Program;
- Candidates for public office or individuals who are working on a campaign for a political

candidate during the Residency Program;

- Individuals who have had a residency at the Bellagio Center within the last five years;
- Individuals who have had two prior residencies at the Bellagio Center. Individuals may not have more than two residencies within their lifetime;
- Rockefeller Foundation personnel and their Related Parties;
  - “Foundation Personnel” includes all trustees, officers and staff of the Foundation, as well as non-trustee members of the Investment Committee;
  - A “Related Party” means any living spouse, domestic partner, parent, sibling, child or other family member or individual with whom there is an intimate personal and/or economic relationship - for trustees, directors, officers, key employees and persons exercising the power of such positions, the following living relatives:
    - His or her parents, step-parents, grandparents and step grandparents;
    - His or her siblings and half-siblings;
    - The spouses of his or her siblings and half-siblings;
    - His or her spouse or domestic partner;
    - His or her children, grandchildren, and great-grandchildren;
    - The spouse of each of his or her children, grandchildren and great grandchildren;
    - Other family member or individual with whom there is an intimate personal or economic relationship; or
  - Employees of the Application Facilitation Partner, and any of their subsidiaries and affiliates, and immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they live) or persons living in the same households of such employees.

### **C. Collaborative Projects**

The Bellagio Center Residency Program is predominately designed for individuals but accepts Applications from teams of two people working on a collaborative project. Teams that bring people together from different geographies, institutions, or disciplines are especially welcome to apply.

When applying as a team, please note:

- Each team member is required to submit a unique Application and will be evaluated

separately;

- Each team member must submit their own Application - we are not able to accept Applications submitted on behalf of another person;
- The role of each team member should be clarified in each Application;
- Team members should have comparable experience and backgrounds - each team member's credentials will factor into the evaluation;
- Applicants who are based in the same organization are not eligible to apply as a team;
- Applicants may list the same professional references only if those references are familiar with each Applicant and they submit a unique reference for each Applicant.

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The Residency Entities reserve the right in their sole discretion to verify the eligibility of any Applicant and/or any Applicant's compliance in full with these Residency Rules. At all times, the decision of the Foundation as to eligibility shall be final and binding.

### **3. APPLICATION PROCESS**

#### **A. General Requirements**

The application process for the Residency Program will be held from March to November 2025.

All Application Materials must be submitted through the [online platform](#) in accordance with the [Residency Program Timeline](#) (terms and conditions for the submission platform can be [found here](#)). Applications include the Pre-Application Questionnaire, an Expression of Interest, Registration on the online platform and full Application, additional attachments outlined below, and all other communications, materials, and activities relating to or arising from the Residency Program Application ("Application Materials").

No one will be entitled to compensation of any type for participation or preparation of any Application Materials, nor will the Applicant or the authorized representative of the Applicant be considered an employee, agent, representative, independent contractor, or consultant of any of the Residency Entities. Submitting Application Materials for the Residency Program does not constitute an application for any other program hosted by the Residency Entities or any of their affiliates.

Application Materials should be submitted in English. The Residency Program's written

communications will be provided in English. It is important to highlight that a significant value of this Residency Program is in the connections with the broader Bellagio Network, which primarily operates in English. As such, the best fit for this program will be Applicants who have a conversational English ability, consistent with a B1 level or higher in the Common European Framework of Reference (“CEFR”), and Applicants who do not meet this level will not be accepted.

All application fields that are marked as “\*required” in the Application Materials need to be fully completed for eligibility. If these requirements are not met, the Application Materials will not be reviewed.

Each Application should include the components described in this section.

## **B. Video**

Each application must include a brief video of no more than 90 seconds that introduces you, your project, and why now is the ideal time for a Bellagio residency. **Your video should not be professionally produced – an informal video created on a smartphone is expected.**

Your video must adhere to the following guidelines, or else it will render your Application ineligible:

- No more than 90 seconds in length;
- Must be in English
- Must be captioned. See instructions on how to caption YouTube videos [here](#).
- Should not include images of identifiable children;
- Should not include copyrighted material (including, but not limited to, music) for which you do not have a license;
- Your video’s privacy settings should be set to “Unlisted” (not private). When setting as Unlisted, only those with the YouTube URL will be able to access and view the video, including the Bellagio Residency Program Team, Expert Panel, and Rockefeller Foundation.
- Check to make sure [embedding](#) is turned on.

If you need instructions on how to create and upload your video, see our [Video Instructions](#). For questions or technical support, review our [FAQ](#).

## **C. Curriculum Vitae (CV)**

Each Application must include a CV or resume of no more than five pages that includes the following information as applicable:



- Degree(s) (degree-granting institution(s), field(s) and date(s) of degree(s) awarded);
- Current position (location, dates of employment, professional title, and responsibilities);
- Previous positions (in chronological order, including locations, dates of employment, professional titles, and responsibilities);
- An abbreviated list of publications that demonstrates the Applicant’s expertise in the area of published work especially in the past five years (articles, books, chapters, reports, exhibitions) including full citations with the name of the publication, title of work, date of publication;
- Relevant work: For academics this may include supervision of master’s and PhD theses, conference presentations, grants, honors, or awards, and professional affiliations. For practitioners this may include service on boards, grants, honors, or awards, and professional affiliations. For artists this may include exhibitions, presentations, public performances, grants, honors, etc.;
- Other relevant contributions that demonstrate professional achievement.

#### **D. References**

On the application, you will be required to include the name and titles of two professional references who are confirmed and available to participate as a reference during interviews. If invited for an interview, each Applicant must provide two professional references.

Individuals providing a reference should:

- Know the Applicant and the Applicant’s work well - individuals in the Applicant’s field who are not familiar with the Applicant’s previous work and/or experience are not recommended;
- Be informed of and comment on the merit and substance of the Applicant’s proposed project.

Editors, agents, or others that have a financial interest in an Applicant’s success in being invited for a residency, and who might benefit financially from an Applicant’s residency, are not eligible.

## **4. SELECTION**

Final selection will be made by the Foundation. Successful Applicants (the “Residents”) will be notified via the email they have provided by December 31, 2025. The Foundation expects to select up to 110 Residents for participation.

As a reminder, all eligible applications must clearly reflect a **charitable purpose** - such as

improving the lives of underserved and vulnerable communities impacted by the climate crisis, preservation of the natural environment, or educating communities about ways to enhance resilience and otherwise mitigate the effects of climate change. Projects that have a primary purpose to provide a for-profit company with a service or benefit (e.g., *preparation of a plan or production of a product that will aid the bottom line of the for-profit entity*) are not eligible.

Expressions of Interest will be evaluated according to four criteria:

- *Expertise and Influence*: Is the applicant at the right stage of their professional career to benefit from a residency?
- *Clarity*: Does the applicant have a clear objective for what they aim to accomplish through a 4-week residency?
- *Thematic and Strategic Alignment with The Rockefeller Foundation*: Does this project broadly align with The Rockefeller Foundation's mission to promote the well-being of humanity?
- *Impact*: Is the project poised to drive a breakthrough?

Following the Expression of Interest stage, those invited to complete applications will first undergo an 'Administrative Review' for completeness, eligibility, and general fit with the program. After administrative review, applications will move to an expert panel for review. During the expert panel review, each application will be evaluated on the following dimensions:

- *Impact*: Does the project feel like it could be a breakthrough, for example yielding fresh insights or significant progress, on an important issue facing our world?
- *Clarity*: Is there enough specificity to the project, its output, and the plan for achieving it? Is the project poised to be meaningfully advanced during a four-week residency?
- *Expertise*: Does the applicant demonstrate mastery suitable to their project? Are they a recognized leader with evidence of significant contributions to their field?
- *Influence*: Does the applicant well-positioned to influence change related to their project? Do they have access to audiences and networks that will ensure their project takes root?

Applicants are encouraged to review the [Evaluation Rubric](#) before applying.

While projects can evolve after selection over the course of the program, Residents are required to submit any material changes to the Rockefeller Foundation for approval. If a Resident is no longer pursuing their project or participating in the Residency Program in a meaningful way, either the Foundation or the Resident may make a determination that the Resident must withdraw from the Residency Program.

Applications will be evaluated by staff from the Rockefeller Foundation, along with select members of the Rockefeller Foundation Bellagio Alumni Network with relevant experience. The Expression of Interest part of applications will be reviewed by The Rockefeller Foundation staff with the support of an AI tool to complement and better manage human review resources. The Foundation will select the applicant reviewers and the Residency Entities shall be responsible for: (i) allocating duties among the reviewers; (ii) operationalizing of the review, including supporting them around how to apply the selection criteria. Decisions of the Rockefeller Foundation, informed by input from expert judges, shall be in their sole discretion and binding on each Applicant. The Applicants do not have the right to dispute any decision or ruling of any Judge or any of the Residency Entities, and agree not to do so.

No Applicant shall have the right to be informed of the evaluation results for any Application Materials, whether their own or that of a third-party Applicant, except that Applicants who advance and who are ultimately selected will be notified of those decisions in due course.

Further, before Applicants are selected as Residents, Residency Entities may request the Applicant to execute, a Resident's affidavit verifying identity, eligibility and acceptance of rules, a liability release and/or publicity release, and a grant of rights consistent with the provisions of these rules, and any other documents needed to satisfy these Residency Rules (collectively, the "Documents"). The Documents must be completed and submitted by the deadline provided by the Residency Entities in the notification, or the Residency Program may be forfeited and an alternate applicant chosen, time and circumstances permitted. Chosen Residents will also be required to sign a Residency Program Agreement before the beginning of the program that covers rules of participation in the Residency Program. The Residency Entities reserve the right in all cases to withhold the Residency Program decisions until the potential resident's identity and eligibility are established.

All Applicants are subject to eligibility verification as described above and compliance with these rules. Residency Program positions are non-transferable.

## **5. PARTICIPATION IN THE RESIDENCY PROGRAM**

If awarded a Residency, you will receive four weeks of room and board at The Bellagio Center in Lake Como, Italy. This includes meals, a private studio for working, access to laundry facilities, and ground transportation to/from the Center upon arrival and departure. Travel funding to and from your home country is also available. Residents can also bring a spouse/partner to join them for all or part of their residency. Most reasonable costs for visas to attend the Residency Program will be covered. Residents do not receive a monetary grant or stipend.

If selected, you will be notified of the dates for which you have been selected.

Any levies, taxes and fees associated with submissions to and participation in the Residency Program are the sole responsibility of the Applicant. The Applicant agrees that Applicant is solely responsible for any reporting obligations for, and for the payment of, any levies, taxes and fees to any governmental authorities or jurisdiction arising from or in connection with the Residency Program. Any such Applicant shall provide any supporting documentation requested to the Residency Entities confirming proof of legal status and taxation.

The Residency Program does not cover medical care, insurance or taxes or provide support for accompanying dependents. The Applicant should take out adequate insurance to cover their trip and stay in Italy.

## **6. PERSONAL DATA & PRIVACY**

The Residency Entities may collect personal data about an Applicant, including but not limited to the Applicant's first and last name and email address in accordance with the Privacy Policy applicable to the Residency Program website (available at <https://www.rockefellerfoundation.org/privacy-policy/>), applicable data protection laws and regulations, and as otherwise described in these Residency Rules. If you submit materials that contain the personal information of any individuals other than yourself, you represent and warrant that you are authorized to do so and have all rights to enter this agreement on their behalf under applicable data privacy or data protection laws. Applicant agrees to defend, indemnify, and hold the Residency Entities, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the collection and use of personal data.

By checking the acceptance box and signing up for the Residency Program or sending Application Materials, you expressly consent and agree to the collection and use of the personal information in those materials (1) as stated in the Privacy Policy in connection with the Residency Program website, (2) in connection with the activities and charitable missions of the Foundation in promoting and administering the Residency Program, (3) and for any activities of the Foundation connected to its charitable missions. For the avoidance of doubt, the Foundation may use your personal information to contact you about their charitable activities and organizational missions.

The Residency Entities may disclose the Applicants' personal data to third parties: (i) when required by law or by a judicial resolution authorizing it; (ii) to cooperate with government authorities in judicial investigations; (iii) to enforce or protect the intellectual property or rights

of the Residency Entities; (iv) to fulfill any obligations and/or commitments directly or indirectly related to this Residency Program. **You expressly consent and agree that by making a submission to the Residency Program, your personal information may be transferred in or out of the European Union or Argentina and to and from The Rockefeller Foundation and/or the Application Facilitation Partner for the aforementioned purposes and uses.**

The provision of personal data by Applicants is voluntary, notwithstanding being a necessary requirement for signing up for the Residency Program. In case of not providing personal data, or providing false or inaccurate data, the Applicant understands that they will not be able to participate in the Residency Program and/or may be disqualified.

The Applicant has the right to access their personal data for free at intervals not less than six (6) months unless a legitimate interest is proven. The Applicant may also request the rectification, updating, and deletion of their personal data by sending an email to the following email address: [Bellagionetwork@rockfound.org](mailto:Bellagionetwork@rockfound.org).

The personal data of Applicants submitted to the Residency Program will be subject to applicable data privacy laws and regulations, as well as the individual Privacy Policies of each Residency Entity. Please read the privacy policies of each Residency Entity before submitting your personal information to the Residency Program (see privacy policies of [The Rockefeller Foundation](#)). The terms of the privacy policies of the Residency Entities may not be the same, and it is the Applicants' responsibility to read the terms of each privacy policy.

## **7. PUBLICITY AND LICENSE GRANT**

Except where prohibited by law, by submitting Application Materials, each Applicant expressly consents to and hereby grants to the Foundation (and its respective licensees) the right and license to use, in their sole discretion, the name, image, voice, persona, likeness or other personal identifying characteristics, biographical information, testimonials and other statements, and trademark, if any, of the Applicant, the country location, and/or the background of the Applicant for promotional, educational or charitable purposes in connection with the Residency Program and/or the charitable mission of the Foundation, in any form of media, now known or hereafter created, worldwide, without further permission, payment, or consideration. No Application Materials will be returned to Applicants. Except as expressly provided in the Residency Rules, Applicant retains all rights to Applicant's Application Materials. Applicant hereby grants to the Foundation (and its respective licensees) a non-exclusive, worldwide, royalty-free, transferable, sublicensable, perpetual and irrevocable license to copy, display, perform, distribute, create derivative works and otherwise use or

exploit Applicant's Application Materials for educational or charitable purposes in connection with the Residency Program and/or the charitable mission or work, including promotion of the Foundation.

## **8. INTELLECTUAL PROPERTY OF RESIDENCY ENTITIES**

Nothing in the Residency Rules, the Residency Program website, in any Residency Program materials, or in any other statements made in connection with the Residency Program grants to you or any Applicant the right to use or license any intellectual property or other proprietary rights of the Residency Entities. You shall not use the name, trademarks, service marks, logos or any copyrighted material of the Foundation without the express written consent of the Foundation, which the Foundation may withhold in its sole discretion.

### **A. APPLICANT REPRESENTATIONS & WARRANTIES**

By entering this Residency Program, you represent and warrant that your participation complies with the Residency Rules and that you specifically have the necessary rights to (1) authorize the publication and dissemination of the Application Materials; and (2) allow the Residency Entities to use and authorize others to use the Application Materials.

By providing Application Materials, you represent and warrant that (i) the Application Materials are original work, not copied in whole or in part, created exclusively by you, (ii) that you own all intellectual property rights in and to the content of the Application Materials, (iii) no other party has any right, title or interest in any of the content of the Application Materials, and (iv) you are providing the Application Materials gratuitously without any restriction or limitation on use. If you are selected as a Resident, the intellectual property rights with respect to any materials created during your Residency will be governed by the Residency Agreement.

The Applicant further represents and warrants that the Application Materials do not contain or reference:

- Threatening, slanderous, disparaging, or obscene language;
- Discriminatory language (including hate speech) based on race, national origin, age, gender, gender expression, gender identity, sexual orientation, religion, size, appearance, or disability;
- Sexually explicit content or personal attacks;
- Any content that would violate any law, statute, ordinance, rule, or regulation, or any agreement with another person or entity;

- Any content that is the subject of any actual or threatened litigation;
- Any content that directly or indirectly promotes commercial services or products;
- Software viruses, Trojan horses, worms, time bombs, bots, or any other computer code or files that are designed to disrupt damage, impact, or limit the functioning of any software or hardware;
- False or misrepresented data;
- Content violating any privacy or publicity right of any person or entity;
- Content that constitutes political campaigning, lobbying, or electioneering;
- Content that is the intellectual property of another person or entity, in whole or in part, unless authorized by such person or entity, or that may violate the intellectual property rights of third parties, in whole or in part, whether copyright, trademark, trade secret, or patent; or
- Content that requires or is subject to any duty of confidentiality, attribution, or any compensation obligation.

The Foundation, in its sole discretion, reserves the right to disqualify any Applicant for a breach or violation of the Residency Rules or the aforementioned representations and warranties.

## **B. RESIDENCY ENTITIES HAVE NO OBLIGATION**

Each Applicant acknowledges that third parties may submit information and entries to the Residency Entities that may contain information, ideas, concepts, and approaches similar to, or the same as, those you submitted to the Residency Program, and that the Residency Entities may already be working on information, ideas, concepts, and approaches similar to, or the same as, those you submitted. By entering, each Applicant acknowledges and agrees that the Residency Entities' actions with respect to another entry or work of its own, even if similar to, or the same as, your entry, will not create any liability of any kind to the Residency Entities or others involved in the Residency Program. Each Applicant also acknowledges and agrees that participation in the Residency Program and/or selection for the Program does not create any obligation on the part of the Residency Entities to promote, use in any way, or to take any further action regarding Application Materials or an Applicants' involvement in the Residency Program.

## **9. GENERAL CONDITIONS**

Contact Information. During the duration of the Residency Program, each Resident is solely responsible for maintaining the accuracy of all contact information for the Resident provided

to or for the Residency Program. Residency Entities will not be responsible for communications sent to out-of-date or inaccurate contact information.

Error in Transmission. Residency Entities are not responsible for lost, late, incomplete, or misdirected entries; lost, interrupted, or unavailable network, server or other connections; miscommunications, computer or software malfunctions; transmission problems; technical failures; garbled transmissions; damage to user's software or transmission devices; or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise that may occur in connection with the submission of any Application Materials or the Residency Program.

No Lobbying. The Residency Program may not support activities that constitute lobbying as defined in Internal Revenue Code Section 4945(d)(1) and the regulations thereunder. Such prohibited activities include any attempt to influence any legislation – U.S. or non-U.S. – through communication with any member or employee of a legislative body or any other governmental official or employee who may participate in the formulation of legislation in which reference is made to specific legislation and a view on such legislation is expressed. Legislation refers to legislation that has already been introduced in a legislative body or to a specific legislative proposal that an organization supports or opposes. The regulations also prohibit support of “grass roots lobbying communications,” which are defined as communications that: (1) refer to specific legislation, (2) reflect a view on such legislation, and (3) encourage the recipient of the communication to take action with respect to such legislation. Further, the dissemination of the results of any activity that is designed to be nonpartisan analysis, research, or study may not be limited to or be directed toward persons who are interested solely in one side of a particular issue.

No Political Activity. The Residency Program may not be used to influence the outcome of any U.S. or non-U.S. public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of Internal Revenue Code Section 4945(d)(2) and the regulations thereunder).

Right to Cancel. The Residency Entities reserve the right, in their sole discretion, to cancel, terminate, modify or suspend the Residency Program should a virus, bug, non-authorized human intervention, fraud, or other cause beyond the Residency Entities' reasonable control corrupt or affect the administration, security, fairness or proper conduct of the Residency Program.

If for any reason, the Residency Program is not capable of running as planned for reasons outside the control of the Residency Entities, which, in the sole discretion of the Foundation,



may corrupt or impact the administration, security, fairness, integrity, or proper conduct of the Residency Program (or any portion thereof), each of the Residency Entities reserves the right to cancel, terminate, modify, or suspend the Residency Program (or a portion thereof) and, in that event, the Residency Entities shall have no further obligation to any Applicant.

Right to Disqualify a Resident. The Foundation also reserves the right in its sole discretion to disqualify a Resident if the Resident or any individual associated with the Resident, is found to be (a) tampering or attempting to tamper with the entry process or the operation of the Residency Program, or any website maintained or operated by the Residency Entities; (b) using any robotic, macro, automatic programmed or like type of entry methods; (c) violating the Residency Rules; (d) submitting more than one Application; or (e) engaging in unsportsmanlike, unethical, inappropriate or disruptive action, or any action inconsistent with the Residency Program or the charitable mission of the Foundation.

Waiver. Any Residency Program Entity's failure to enforce any term of these Residency Rules will not constitute a waiver of that provision or bar the Residency Entities from enforcing that term in the future.

Partial Invalidity. If any provision of these Residency Rules is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

Headings. The headings in these Residency Rules are inserted for convenience and identification only, and are not intended to describe, interpret, define, or limit the scope or intent of these Residency Rules. By submitting an entry, each Applicant waives any right it may have to claim ambiguity of these Residency Rules or any advantage or any impact on interpretation of these Residency Rules that may arise from any such ambiguity claim.

## **10. LIMITATION OF LIABILITY, RELEASE & INDEMNIFICATION**

### **A. LIMITATION OF LIABILITY:**

BY ENTERING THE RESIDENCY PROGRAM, EACH APPLICANT AGREES AND ACKNOWLEDGES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: 1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THE RESIDENCY PROGRAM, INCLUDING AS APPLICABLE ANY TRAVEL, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; 2) THE TOTAL LIABILITY OF THE APPLICATION FACILITATION PARTNER AND THE FOUNDATION FOR ANY AND ALL CLAIMS,

JUDGMENTS, SETTLEMENTS, AND AWARDS WILL BE LIMITED TO REASONABLE, ACTUAL THIRD- PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED \$1,000 USD, BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; 3) UNDER NO CIRCUMSTANCES WILL ANY APPLICANT (ON BEHALF OF ITSELF, TEAM MEMBERS, AND ANY OTHER REPRESENTATIVES) BE PERMITTED TO OBTAIN ANY AWARD FOR, AND HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHT TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, PENALTIES, LOST PROFITS, AND/OR ANY OTHER TYPE OF DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET THIRD PARTY EXPENSES ACTUALLY INCURRED, IF ANY, NOT TO EXCEED \$1,000 USD), OR ANY RIGHT TO HAVE ANY DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND 4) EACH APPLICANT (ON BEHALF OF THEMSELVES, AND THEIR EMPLOYEES, TEAM MEMBERS, AND ANY OTHER REPRESENTATIVES) IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

## **B. RELEASE:**

EACH APPLICANT ASSUMES ANY AND ALL RISKS ASSOCIATED WITH THE USE OF APPLICATION MATERIALS AND TRAVEL ARISING FROM OR IN CONNECTION WITH THE RESIDENCY PROGRAM, AND EXPRESSLY WAIVES AND RELEASES ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST THE RESIDENCY ENTITIES, THEIR OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY AND ALL INJURY AND DAMAGE OF ANY NATURE WHATSOEVER (WHETHER EXISTING OR THEREAFTER, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, AND WHETHER FORESEEABLE OR NOT), ARISING FROM THE APPLICATION MATERIALS, INCLUDING BUT NOT LIMITED TO THE SOLUTION AND IDEAS SUBMITTED TO THE RESIDENCY PROGRAM AND TRAVEL ARISING FROM OR IN CONNECTION WITH THE RESIDENCY PROGRAM.

## **C. INDEMNIFICATION:**

YOU AGREE TO INDEMNIFY AND HOLD THE RESIDENCY ENTITIES (AND JUDGES, RESIDENCY PROGRAM GUIDES, AND MENTORS) AND EACH OF THEIR EMPLOYEES, REPRESENTATIVES, AGENTS, ATTORNEYS, AFFILIATES, DIRECTORS, EMPLOYEES, OFFICERS, MANAGERS, AND SHAREHOLDERS (THE "INDEMNIFIED PARTIES") HARMLESS FROM ANY DAMAGE, LOSS, COST, OR EXPENSE (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) INCURRED IN CONNECTION WITH ANY THIRD-PARTY CLAIM, DEMAND, OR ACTION ("CLAIM") BROUGHT OR ASSERTED AGAINST ANY OF THE INDEMNIFIED PARTIES, ARISING FROM OR IN CONNECTION WITH (a) YOUR ALLEGED OR ACTUAL (1) BREACH OF ANY PROVISION OF THE RESIDENCY RULES, (2) BREACH OF ANY REPRESENTATION OR WARRANTY, (3) VIOLATION OF

APPLICABLE LAW, OR (b) YOUR APPLICATION MATERIALS (INCLUDING ANY ALLEGED INFRINGEMENT OR OTHER VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS OF ANY THIRD PARTY) AND PARTICIPATION IN ANY WAY IN ANY ASPECT OF THE RESIDENCY PROGRAM, INCLUDING TRAVEL. IF YOU ARE OBLIGATED TO PROVIDE INDEMNIFICATION PURSUANT TO THIS PROVISION, THE INDEMNIFIED RESIDENCY ENTITY MAY, IN THE INDEMNIFIED RESIDENT ENTITY'S SOLE DISCRETION, CONTROL THE DISPOSITION OF ANY CLAIM AT YOUR SOLE COST AND EXPENSE. WITHOUT LIMITATION OF THE FOREGOING, YOU MAY NOT SETTLE, COMPROMISE, OR IN ANY OTHER MANNER DISPOSE OF ANY CLAIM WITHOUT THE EXPRESS WRITTEN CONSENT OF THE INDEMNIFIED RESIDENCY ENTITY.

#### **D. GOVERNING LAW:**

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Residency Rules and/or the rights and obligations of each Applicant, and of any related or authorized individual or entity of the Applicant, or the rights and obligations of the Residency Entities will be exclusively governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other country or jurisdiction.

Any litigation arising out of, in connection with, or relating to these Residency Rules must be filed and pursued exclusively in the State or Federal courts in New York City, New York, and each Applicant and any related person or entity, consents to the jurisdiction of and venue in the State or Federal Courts in New York City, New York.

If you have any question about these Residency Rules, please contact us at [Bellagionetwork@rockfound.org](mailto:Bellagionetwork@rockfound.org)

These Residency Rules are effective as of the date first written above.