

**ASCAP SCREEN MUSIC AWARDS**  
**OFFICIAL RULES AND REGULATIONS**  
**2017**

The ASCAP Screen Music Awards will be held on May 16, 2017. These Official Rules and Regulations (the “Rules”) govern the ASCAP Screen Music Awards (individually and collectively, the “Awards”), including, but not limited to, eligibility, winner selection process, and award criteria. **BY PARTICIPATING IN THE AWARDS PROCESS AND CELEBRATION, ALL PARTICIPANTS, INCLUDING, WITHOUT LIMITATION, NOMINATORS, NOMINEES, VOTERS, AND AWARD RECIPIENTS (“PARTICIPANTS”) AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REGULATIONS AND THE DECISIONS OF ASCAP, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED.**

**1. PRESENTER**

The Awards are presented by the American Society of Composers, Authors and Publishers (“ASCAP”), 1900 Broadway, New York, New York 10023.

**2. GENERAL ELIGIBILITY**

**A. Work Eligibility**

Musical compositions eligible for Awards consideration (“Eligible Works”) are those works in the ASCAP Repertory (as defined below), as of the date (such date being referred to herein as the “Date of Determination”) that is six weeks prior to the date of the Awards Celebration (as defined in Section 8 below), in which at least (1) one composer, songwriter or lyricist (collectively referred to herein as “composer(s)”) member of ASCAP in good standing has an interest, and/or (2) one composer member of an Affiliated Society (as defined below) in good standing has an interest that is being licensed by ASCAP. However, a musical composition shall not be an Eligible Work if, at any time prior to the Awards Celebration, ASCAP has received effective notice(s) from member(s) of the intent to remove such musical composition from the ASCAP Repertory and, after giving effect to such notice, ASCAP no longer has a licensable interest in such musical composition.

For the purposes of these Rules:

- An “Affiliated Society” is a performing rights organization with a principal office outside of the United States with whom ASCAP has a written and binding agreement that authorizes ASCAP to license musical compositions owned or controlled by such entity to licensees in the United States on a non-exclusive basis.

- “ASCAP Repertory” is used as defined in the Compendium of ASCAP Rules and Regulations, and Policies Supplemental to the Articles of Association, which is available on ASCAP’s website.

**B. Member Eligibility**

A composer is eligible for Awards consideration if such composer is a member of ASCAP or an Affiliated Society, as applicable, in good standing as of the Date of Determination in accordance with this Section 2.B (each, an “Eligible Composer”).

For a composer member of ASCAP to be in good standing as of a given date, such composer must have been elected to membership in ASCAP, be eligible to vote at General Meetings of ASCAP, and have not either (i) resigned from membership or (ii) delivered an effective notice of intent to resign from membership.

For a composer member of an Affiliated Society to be in good standing as of a given date, such member must be a current member of the applicable Affiliated Society in good standing within the meaning of such Affiliated Society’s rules and regulations. In addition, in order for a composer member of an Affiliated Society to qualify as an Eligible Composer with respect to any Eligible Work, such composer must have elected to license his or her interest in such Eligible Work through ASCAP for the United States.

Publishers, whether a member of ASCAP, an Affiliated Society or otherwise, are not eligible for Awards.

### **C. Disqualification**

ASCAP may, in its sole discretion, disqualify (1) any Eligible Work from Awards contention if, at any time prior to the Awards Celebration, such work no longer satisfies the eligibility criteria set forth in Section 2.A and (2) any composer member of ASCAP or composer member of an Affiliated Society from Awards contention if, at any time prior to the Awards Celebration, such member is no longer in good standing as defined in Section 2.B. In addition, in the event that with respect to any Eligible Work, (i) there is a dispute in ASCAP’s records with respect to all or any portion of the interest in such Eligible Work, and (ii) ASCAP has concluded that there is a reasonable basis for such dispute, then such Eligible Work is subject, in ASCAP’s sole discretion, to removal from consideration for the Awards. ASCAP encourages Participants to resolve disputes over any potentially winning Eligible Works on or before the Date of Determination.

## **3. MOST PERFORMED THEME AND UNDERScore AWARDS**

The Most Performed Theme and Underscore Awards honor the top Eligible Composers ranked first through tenth determined based on the cumulative number of ASCAP “credits” (as defined below) earned by each such composer for performances in the United States for all Eligible Works used as Theme or Underscore (as defined below) during the ASCAP survey year ended September 30, 2016, calculated by ASCAP in accordance with its Distribution Rules (as defined below). If two or more Eligible Composers are tied for the 10th highest number of credits for performances in the United States used as Theme or Underscore, then all Eligible Composers so tied are eligible for Awards for the Most Performed Theme and Underscore Awards.

“Credits” for performances in the United States are determined by ASCAP in

accordance with ASCAP's Survey and Distribution System: Rules & Policies (the "Distribution Rules"), which is available on ASCAP's website. The terms "Theme" and "Underscore" (*i.e.*, "Background Music") as used herein shall have the meanings as set forth in the Distribution Rules.

#### **4. TOP TELEVISION SERIES / TOP BOX OFFICE FILM AWARDS**

##### **A. Top Television Series**

The Top Television Series Awards honor Primary Composers (as defined below) for their work for television as determined based on the following methodology:

1. The top-rated television series (and/or miniseries) first airing in the United States on the ABC, CBS, NBC and Fox networks (the "Major Broadcast Networks") during 2016, which have at least one Primary Composer credited, are ranked first through 30th based on their Nielsen Ratings (as defined below), from highest to lowest rating. All Primary Composers for such 30 top-rated television series on a Major Broadcast Network shall receive a Top Television Series Award for their work on such series. If two or more series are tied for the 30th highest Nielsen Ratings, then the Primary Composer(s) for all such television series so tied shall receive Top Television Series Awards.

2. The top-rated television series (and/or miniseries) first airing in the United States on any General Entertainment Network (other than the Major Broadcast Networks) during 2016, which have at least one Primary Composer credited and a Nielsen Rating of 0.5 or higher, are considered for the Awards. All Primary Composers for the television series with the highest Nielsen Rating for each such General Entertainment Network shall receive a Top Television Series Award for their work on such series. If two or more series are tied for the highest Nielsen Ratings on a particular General Entertainment Network, then the Primary Composer(s) for all such television series so tied shall receive the Top Television Series Award.

For the purposes of these Rules:

- A "Primary Composer" is an Eligible Composer who: (a) is credited as a composer of "Theme" or "Underscore" (as applicable) in the credits for the applicable Television Series/Film/Video Game ("Audio-Visual Work") and such Theme or Underscore is an Eligible Work; or (b) has made a substantial contribution to the applicable Audio-Visual Work, as determined by ASCAP based on the total number of minutes composed for such Audio-Visual Work as shown by the relevant cue sheets for the Audio-Visual Work in ASCAP's database.

- "Nielsen Ratings" are the average of the Nielsen "Household Live +7" total day ratings for calendar year 2016.

- "General Entertainment Network" means any network or cable programming service, including the CW Network and PBS, that primarily broadcasts general

entertainment-related audio-visual programming (i.e., dramatic series, comedy series, specials, mini-series and made-for-TV feature films, theatrical feature films aired on television, animated television programs and films, variety programs, scripted sports, game shows, and/or reality television programs, etc.).

For the avoidance of doubt, a television series that had its first run outside of the United States would be eligible for the Top Television Series Awards so long as it has satisfied all other terms and conditions set forth in this paragraph (including that it first aired on a U.S. network or cable programming services during 2016).

## **B. Top Box Office Films**

The Top Box Office Film Awards honor the Primary Composers (if any) for each of the top 50 films, ranked based on total worldwide box office receipts for 2016, as reported on [www.boxofficemojo.com](http://www.boxofficemojo.com). If two or more films are tied for the 50th highest rank based on worldwide box office receipts, then all Primary Composers (if any) for all such films so tied shall receive a Top Box Office Film Award.

## **5. COMPOSERS' CHOICE AWARDS**

The Composers' Choice Awards (the "Choice Awards") honor Eligible Composers of Eligible Works in the following three categories: (1) Film Score of the Year; (2) TV Composer of the Year; and (3) Video Game Score of the Year (each, a "Choice Awards Category"). The Choice Awards selection process consists of two phases: (1) a nomination phase, which begins on March 21, 2017, and ends on March 31, 2017 at 11:59 p.m. Eastern Time (the "Nomination Phase"); and (2) a voting phase, which begins on or about April 5, 2017, and ends on April 16, 2017 at 11:59 p.m. Eastern Time (the "Voting Phase"). Real Magnet, LLC's database server is the official time-keeping device for the Choice Awards.

### **A. Nomination Phase Guidelines and Procedures**

#### **(1) Nominating Committees**

ASCAP will solicit nominations for the Choice Awards from two separate nominating committees: (1) a Film/TV Committee; and (2) a Video Game Committee (each, a "Nominating Committee" and collectively, the "Nominating Committees"). Members of the Film/TV Committee may nominate Eligible Nominees (as defined below) for the Film Score of the Year Award and the TV Composer of the Year Award. Members of the Video Game Committee may nominate Eligible Nominees for the Video Game of the Year Award.

Each Nominating Committee will be comprised of a minimum of 100 music and/or audio industry professionals (including composers) who have shown dedication and achievement in the film/television industry and video game industry (as applicable).

#### **(2) Eligible Nominee Criteria**

Only films, Eligible Composers and/or video games meeting the following eligibility criteria

will be considered for Choice Awards (“Eligible Nominees”):

- For the Film Score of the Year Award, (1) a film must have been theatrically released in the United States during 2016, and (2) a film’s score must be in the ASCAP Repertory and have at least one Primary Composer.
- For the TV Composer of the Year Award, an Eligible Composer must be the Primary Composer for at least one television program that first aired in the United States during 2016. For the avoidance of doubt, the Eligible Composer of a television program that had its first run outside of the United States would be eligible for the TV Composer of the Year Award so long as such television program first aired on a U.S. network or cable programming service during 2016.
- For the Video Game Score of the Year Award, (1) a video game must have been released, and made publicly available to consumers, in the United States in 2016 and (2) a video game’s score must be in the ASCAP Repertory and have at least one Primary Composer.
- A film, Eligible Composer and/or video game must receive at least two nominations to be selected as an official nominee in the Voting Phase. An Eligible Composer of a score nominated for the Film Score of the Year or Video Game Score of the Year Awards, or an Eligible Composer nominated for the TV Composer of the Year Award, shall not be eligible for such Award if he or she previously won the same Choice Award for the each of the two immediately preceding award years.

### **(3) Nomination Submission**

Members of the Nominating Committees will receive a link to the applicable Choice Awards nomination form (each, a “Nomination Form”) via email. Committee members may nominate Eligible Nominees in each applicable Choice Awards Category by completing and submitting their Nomination Form online between March 21, 2017 and March 31, 2017 at 11:59 p.m. Eastern Time.

Members of the Film/TV Committee may nominate Eligible Nominees in one or both of the Film Score of the Year and TV Composer of the Year categories, but can nominate only one Eligible Nominee per Choice Awards Category. Members of the Nominating Committees must complete all required information on the Nomination Form. Once a Nomination Form has been submitted, its cannot be changed or rescinded. Nominations that are received from any person who is not a member of the Nominating Committee, are excess of the stated limits, or are otherwise in violation of the terms and conditions set forth in these Rules will be void. ASCAP reserves the right to verify the eligibility of all nominators.

### **(4) Selection of Official Choice Awards Nominees**

All Choice Awards Nominees are subject to ASCAP's approval and verification that they meet all eligibility requirements as set forth in these Rules.

For each of the Choice Awards Categories, the Eligible Nominees shall be ranked based on the number of valid nominations received, and the Eligible Nominees ranked from first through 5th based on the greatest number of valid nominations shall be the official nominees for the Choice Awards in each applicable category (each, a "Choice Awards Nominee"). If two or more Eligible Nominees are tied for the 5th highest number of nominations in an applicable category, then all such Eligible Nominees so tied shall be a Choice Awards Nominee in the applicable Choice Awards Category.

If after the Nomination Phase, no Eligible Nominee has received two or more nominations in a particular Choice Awards Category, then ASCAP shall not award a Choice Award in such Choice Awards Category at the Awards Celebration.

#### **(5) Official Choice Awards Nominee Notification**

Choice Awards Nominees will be notified that they have been nominated via email (and if no email is available to ASCAP, via telephone). A Choice Awards Nominee may opt out of the Choice Awards program at any time prior to the end of the Voting Phase by contacting ASCAP's Film & TV department at [filmtv@ascap.com](mailto:filmtv@ascap.com) or 1-800-95-ASCAP.

#### **B. Voting Phase: Voter Eligibility and Voting Procedures**

All composers who are members of ASCAP in good standing (each, an "Eligible Voter") are eligible to vote on the Choice Awards Nominees by completing and submitting a Choice Awards ballot (each, a "Ballot"), which will be accessible via ASCAP's website at <https://www.ascap.com/composerschoice> after the completion of the Nomination Phase. The Voting Phase will be open to Eligible Voters beginning on or about April 5, 2017 and ending on April 16, 2017 at 11:59 p.m. Eastern Time. The Choice Awards Nominees and the exact dates and times for the Voting Phase will be announced on ASCAP's Film & TV webpage (available at <https://www.ascap.com/music-creators/genres/film-and-tv>) after the completion of the Nomination Phase.

Eligible Voters may vote on Choice Awards Nominees in all or any number of Choice Awards Categories, but can vote for only one Choice Awards Nominee per Choice Awards Category. Eligible Voters must complete all required information on the Ballots. Once a Ballot has been submitted, it cannot be changed or rescinded. Ballots that are received from any person who is not an Eligible Voter, are excess of the stated limits, or are otherwise in violation of the terms and conditions set forth in these Rules will be void. ASCAP reserves the right to verify the eligibility of all voters.

#### **C. Choice Awards Recipients**

Choice Awards Nominees in each Choice Awards Category receiving the greatest number of valid votes in accordance with Section 5.B shall be awarded the applicable Choice Award. For the Film Score and Video Game Score of the Year Awards, all Primary Composers of the score for the winning film or video game, respectively, shall be awarded that Choice Award. If two or more Choice Awards Nominees are tied for the greatest number of valid votes in any Choice Awards Category, then a Choice Award shall be awarded to each such nominee (or the Primary Composer(s) of the score for each such applicable nominee) so tied.

#### **D. Nomination and Voting Validity; General Conditions**

Nomination and voting is subject to the terms and conditions of these Rules and any additional voting instructions that may be posted on the ASCAP website or on the Nomination Form or Ballot. By submitting a Nomination Form, each nominator acknowledges and agrees that he/she (1) has read and agrees to these Rules and (2) is the original recipient of the Nomination Form and has not permitted another person to nominate on his or her behalf. By submitting a Ballot, each voter acknowledges and agrees that he/she (1) has read and agrees to these Rules and (2) meets all criteria to be an Eligible Voter. ASCAP, in its sole discretion, may remove, reject or disqualify a voter or nominator, or otherwise disqualify any participant and/or void any nomination or vote if it believes that the conduct of any Participant fails to conform to these Rules, if a Participant(s) is/are found to be tampering with the nomination or voting process or the operation of the Choice Awards, or is/are acting in an unsportsmanlike or disruptive manner, or in a manner that does not conform with the spirit of the Choice Awards.

#### **6. SPECIAL AWARDS**

ASCAP in its sole discretion reserves the right to present Special Awards to composers and others to honor them for special achievements and contributions to music and to enhance the entertainment value of the live event. These awards are determined by ASCAP event producers and staff, and ASCAP is under no obligation to present such Special Awards on an annual basis. Information about the general criteria of Special Awards and past honorees is available on the ASCAP website at: <http://www.ascap.com/eventsawards/index.aspx>.

#### **7. DECISIONS ON AWARDS NOT REVIEWABLE**

ASCAP's determination as to the winners of any of the Awards or whether any ASCAP member, member of an Affiliated Society, or musical work meets the criteria for any of the Awards will be final and non-reviewable.

#### **8. AWARDS RECOGNITION**

The Awards will be presented at an award celebration at a date, time, and location each year to be determined by ASCAP in its sole discretion (the "Awards Celebration"). Awards have no cash value.

## **9. GENERAL CONDITIONS**

Attendance at the Awards Celebration is by invitation only and ASCAP reserves the right to refuse admittance to anyone. ASCAP reserves the right in its sole discretion to cancel, suspend and/or modify the Awards or these Rules, or to not give any specific Award described herein, at any time for any reason or no reason, including with regard to Awards to take place in subsequent years, as determined in ASCAP's sole discretion. ASCAP's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

## **10. RELEASE AND LIMITATION OF LIABILITY**

BY PARTICIPATING IN THE AWARDS, PARTICIPANTS AGREE THAT ASCAP, AND ITS SUBSIDIARIES, AFFILIATES, AGENTS, AND REPRESENTATIVES, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES"), WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY PARTICIPANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, MISUSE, OR USE OF THE AWARDS, INCLUDING THE NOMINATION OR VOTING PROCESS, OR PARTICIPATION IN THE AWARDS PROGRAM OR IN ANY AWARDS-RELATED ACTIVITY, OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY AWARD CANNOT BE AWARDED DUE TO DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THE AWARDS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

## **11. DISPUTES**

Except where prohibited, ASCAP members and all other Participants agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Awards (including, without limitation, the Choice Awards and related nomination and voting process) or any award awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate Supreme Court of the State of New York located in New York County; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Awards, but in no event attorneys' fees; and (3) under no circumstances will an ASCAP member or other Participant be permitted to obtain awards for, and they hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of ASCAP members, other Participants and ASCAP in connection with the Awards, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of

law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

## **12. PERSONAL INFORMATION**

Information collected from Participants is subject to ASCAP's Privacy Policy, which is available at <http://www.ascap.com/about/legal-terms/privacy-policy>.

## **13. HONOREE/AWARD RECIPIENT LIST**

For the name(s) of the recipients of the ASCAP Screen Music Awards, please visit: <http://www.ascap.com/eventsawards/index.aspx>. Award recipient name(s) will be posted after Award recipient confirmation is complete, as applicable.

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