

ASCAP JAZZ AWARDS
OFFICIAL RULES AND REGULATIONS
2018

The 2018 ASCAP Jazz Awards (the “Jazz Awards Event”) will be held on February 7, 2018 at Herb Alpert's Vibrato Grill & Jazz at 2930 Beverly Glen Circle, Los Angeles, California. These Official Rules and Regulations (the “Rules”) govern awards presented at the Jazz Awards Event (individually and collectively, the “Awards”), including, but not limited to, eligibility, winner selection process, and award criteria. **BY PARTICIPATING IN THE AWARDS PROCESS AND JAZZ AWARDS EVENT, ALL PARTICIPANTS (“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

At the Jazz Awards Event, ASCAP recognizes and honors the achievements of emerging, mid-career and established composers, songwriters, lyricists, as well as significant industry contributors, in the field of jazz. In addition, ASCAP may, in its sole discretion, present Awards to composers, songwriters, lyricists and/or others to honor them for special achievements and contributions to music and to enhance the production value of the live event (“Special Awards”). The Awards are determined by the Jazz Awards Event producers and ASCAP management. ASCAP is under no obligation to present any specific Awards.

3. THE ASCAP FOUNDATION AWARDS

ASCAP in its sole discretion reserves the right to present awards given by The ASCAP Foundation (“Foundation Awards”) at the Jazz Awards Event, including the 2018 ASCAP Foundation Herb Alpert Young Jazz Composer Awards. The description and eligibility requirements for the 2018 ASCAP Foundation Herb Alpert Young Jazz Composer Awards are available at <https://www.ascap.com/help/career-development/support/young-jazz-guidelines>.

4. DECISIONS ON AWARDS NOT REVIEWABLE

Determination as to the winners or recipients of any of the Awards by ASCAP or The ASCAP Foundation, as the case may be, will be final and non-reviewable.

5. AWARDS RECOGNITION

The manner and means by which Awards will be presented or issued will be at ASCAP's sole discretion, and may or may not include live presentation of an applicable Award to a Participant on stage or the presentation or issuance of a physical representation of the applicable Award via plaque, statuette or other tangible form. Awards shall have no cash value unless, otherwise specifically stated in an applicable Award eligibility rules and description, which may be changed, modified or amended at ASCAP's discretion.

6. GENERAL CONDITIONS

Attendance at the Jazz Awards Event is by invitation only and ASCAP reserves the right to refuse admittance to anyone. ASCAP reserves the right in its sole discretion to cancel the Jazz Awards Event, or to not give or issue any specific Award described herein, at any time for any reason or no reason. ASCAP's failure to enforce any term of these Rules shall not constitute a waiver of that provision.

7. LIMITATION OF LIABILITY; DISPUTES

By participating in the Awards, each Participant acknowledges and agrees that ASCAP, The ASCAP Foundation, their respective subsidiaries and affiliates, and each of their respective officers, directors, employees, agents, and other representatives will have no liability whatsoever for: (1) any liability for injuries, losses, or damages of any kind to persons (including personal injury or death) or property resulting, directly or indirectly, from the acceptance, possession, misuse, or use of the Awards or participation in the Jazz Awards Event or in any Awards-related activity; and (2) any claims based on publicity rights, defamation or invasion of privacy.

Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Awards 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 any 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, ASCAP and/or The ASCAP Foundation 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.