

**ASCAP LATIN MUSIC AWARDS
OFFICIAL RULES AND REGULATIONS
2020***

These Official Rules and Regulations (the “Rules”) govern the 28th Annual ASCAP Latin 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 AWARDS CELEBRATION, 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”), 250 West 57th Street, New York, New York 10107.

2. GENERAL ELIGIBILITY

A. Song Eligibility

Musical compositions (“Eligible Works”) eligible for Awards consideration are those musical compositions that are in the ASCAP Repertory (as defined below), as of March 19, 2020 (such date being referred to herein as the “Date of Determination”), and that have at least one Eligible Member (as defined below) with an interest that is being licensed by ASCAP. In addition, to be an Eligible Work, the musical composition must have lyrics that are substantially in the Spanish language. However, a musical composition shall not be an Eligible Work if, at any time prior to the date the Awards Celebration (as defined below) begins, 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 would have 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.

* Modified on June 9, 2020.

B. Member Eligibility

A writer (each, an “Eligible Writer”) or publisher (each, an “Eligible Publisher”; Eligible Writers and Eligible Publishers are collectively referred to herein as the “Eligible Members”) is eligible for Awards consideration if such writer or publisher is a member of ASCAP or a writer member of an Affiliated Society, in each case, in good standing as of the Date of Determination in accordance with this Section 2.B.

For a writer or publisher member of ASCAP to be in good standing as of a given date, such writer or publisher must have been elected to membership in ASCAP, be eligible to vote at General Meetings of ASCAP and have not, as of such date, resigned from membership. For a writer member of an Affiliated Society to be in good standing as of a given date, such member must, as of such date, be a current member of the applicable Affiliated Society in good standing within the meaning of such Affiliated Society’s rules and regulations. In order for a member of ASCAP or a writer member of an Affiliated Society to qualify as an Eligible Member with respect to any Eligible Work as of a given date, such member of ASCAP or writer member of an Affiliated Society must be then licensing his, her or its interest in such Eligible Work through ASCAP for the territory of the United States as of such date.

For the purposes of the Awards, ASCAP recognizes publishers, co-publishers, publisher administrators and sub-publishers for the territory of the United States. Publisher members of Affiliated Societies are not eligible for the Awards.

C. Disqualification

ASCAP may, in its sole discretion, disqualify (1) any Eligible Work from Awards contention if, at any time prior to the date the Awards Celebration begins, such musical composition no longer satisfies the eligibility criteria set forth in Section 2.A; (2) any ASCAP member from Awards contention if, at any time prior to the date the Awards Celebration begins, such ASCAP member has either resigned from membership or delivered an effective notice of intent to resign from membership; (3) any writer member of an Affiliated Society from Awards contention if, at any time prior to the date the Awards Celebration begins, such member is no longer in good standing; or (4) any ASCAP member or any writer member of an Affiliated Society from Awards contention if, at any time prior to the date the Awards Celebration begins, such member’s relevant interest in an Eligible Work is no longer in the ASCAP Repertory or if ASCAP has received effective notice of the intent to remove such relevant interest in an Eligible Work from the ASCAP Repertory.

In addition, in the event that with respect to any Eligible Work, (1) there is a dispute in ASCAP’s records with respect to all or any portion of the interest in such Eligible Work, and (2) 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.

D. Changes in Registration

In connection with a change to a work registration affecting the writer(s) or publisher(s) of a musical composition (i.e., the inclusion of a new ASCAP-licensed writer or publisher or the removal of an existing ASCAP-licensed writer or publisher), a writer or publisher will be considered as having an interest in such musical composition for purposes of the Awards if the change in registration is submitted, and all paperwork substantiating such change is provided to ASCAP, on or before the Date of Determination.

3. WINNING SONGS

Awards for Winning Songs recognize the Eligible Works underlying the highest-ranking sound recordings (each Eligible Work and its sound recording together referred to as a “Song”), determined according to the following methodology:

(a) Songs are ranked based on the sum for calendar year 2019 of the (i) spins of such Songs on Latin format terrestrial and satellite radio stations based on U.S. audience size projections and (ii) plays of such Songs on U.S. digital services based on programmed and on-demand audio streaming data, in each case using the data provided by Nielsen Music for the stations, satellite networks and digital services it monitors (collectively, the “Impressions”).

(b) Each of the Songs that rank first through 50th based on the greatest number of Impressions shall be recognized as a Winning Song (each a “Winning Song”). Songs that have received an ASCAP Latin Music Award for Winning Song at any prior Awards Celebration shall not be eligible for Awards for Winning Songs. If two or more Songs are tied for the 50th highest based on number of Impressions, then all such Songs so-tied shall be recognized as a Winning Song.

(c) Awards for Winning Song are presented to each Eligible Member with an interest in each applicable Winning Song being licensed by ASCAP. In the event that Nielsen Music merges more than one version of a Song (i.e., the original version and any remixes, etc.), ASCAP will award the Eligible Work embodied in the version of the song with lyrics substantially in the Spanish language that ASCAP determines was responsible for the majority of such Impressions.

(d) In the event that ASCAP, in accordance with Section 2.C, removes an Eligible Work from consideration for Awards, ASCAP may (in its sole discretion) recognize as a Winning Song the next Eligible Work or Eligible Works (if there is a tie) embodied in the next highest-ranking Song(s) so that there are 50 Songs being awarded.

4. SONG OF THE YEAR

The Song of the Year Award recognizes the Winning Song with the greatest number of Impressions (as determined in the manner set forth in Section 3) that has at least one Eligible Writer who has an interest in it that is being licensed by ASCAP (the “Song of the Year”). If two or more Winning Songs are tied for the highest total number of Impressions, then all such the Winning Songs so tied shall be recognized as a Song of the Year. Awards for Song of the Year are presented to each Eligible Member with an interest that is being licensed by ASCAP in the Song of the Year.

5. SONGWRITER OF THE YEAR

ASCAP calculates, for each Eligible Writer who has an interest in any Winning Song, a “Writer Score” equal to the aggregate of all of such Eligible Writer’s shares (in his/her capacity as a writer) in all Winning Songs in which he/she has an interest being licensed by ASCAP.

The Songwriter of the Year Award recognizes the Eligible Writer with the highest total Writer Score. If two or more Eligible Writers are tied for the highest total Writer Score, then the Songwriter of the Year Award shall be awarded to all Eligible Writers so-tied.

6. SONGWRITER/ARTIST OF THE YEAR

The Songwriter/Artist of the Year Award recognizes the Eligible Writer with the highest total Writer Score (as calculated in Section 5) who has both written and recorded at least two Winning Songs. In the event that the Songwriter of the Year recipient also recorded at least two Winning Songs, ASCAP may, in its discretion, choose not to award such Eligible Writer and instead award the next Eligible Writer as determined in accordance this Section 6. If two or more Eligible Writers (a) are tied for the highest Writer Score and (b) have both written and recorded at least two Winning Songs, then the Songwriter/Artist of the Year Award shall be awarded to all Eligible Writers so-tied.

7. PUBLISHER OF THE YEAR

ASCAP calculates, for each Eligible Publisher that has an interest in any Winning Song, a “Publisher Score” equal to the aggregate of all of such Eligible Publisher’s shares (in its capacity as a publisher) in all Winning Songs in which it has an interest being licensed by ASCAP. For the purposes of this Award, Publishers that

have subsidiary, affiliated or associated publishing companies that are members of ASCAP are all treated as a group.

The Publisher of the Year Award recognizes the Eligible Publisher with the highest total Publisher Score. If two or more Eligible Publishers are tied for the highest total Publisher Score, then the Publisher of the Year Award shall be awarded to all such Eligible Publishers so-tied.

8. INDEPENDENT PUBLISHER OF THE YEAR

The Independent Publisher of the Year Award recognizes the Independent Publisher with the highest total Publisher Score (as calculated in Section 7). For the purposes of this Award, Independent Publishers that have subsidiary, affiliated or associated publishing companies that are members of ASCAP are all treated as a group. If two or more Independent Publishers are tied for the highest total Publisher Score, then the Independent Publisher of the Year Award shall be awarded to all such Independent Publishers so tied.

An “Independent Publisher” is an Eligible Publisher who (a) publishes on behalf of two or more Eligible Writers and (b) is not owned or controlled by an affiliate of Sony/ATV Music Publishing, Universal Music Publishing Group, Warner/Chappell Music, or any of their affiliated and/or associated publishing companies.

The recipient of the Independent Publisher of the Year Award cannot be the same Eligible Publisher (or a member of the same group of companies) as the recipient of the Publisher of the Year Award. In the event that the Independent Publisher with the highest total Publisher Score is recognized as the Publisher of the Year, then the Independent Publisher of the Year Award will be awarded to the Independent Publisher with the second total Publisher Score.

9. SPECIAL AWARDS

ASCAP in its sole discretion reserves the right to present Special Awards to members and others to honor them for special achievements and contributions to music. These awards are determined by ASCAP 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: <https://www.ascap.com/news-events/awards>.

10. DECISIONS ON AWARDS NOT REVIEWABLE

ASCAP’s determination as to the winners of any of the Awards or whether any ASCAP member, writer member of an Affiliated Society or musical composition meets the criteria for any of the Awards will be final and non-reviewable. As a result of the global COVID-19 pandemic, all matters regarding rules and dates for the 28th

Annual ASCAP Latin Music Awards are subject to change based on Federal guidelines, state and local government orders and best practices that affect ASCAP's operations.

11. AWARDS RECOGNITION

Award recipients for the 28th Annual ASCAP Latin Music Awards will be invited to participate in a virtual awards celebration on ACAP's social media platforms to be conducted between July 7, 2020 and July 9, 2020 (the "Awards Celebration"). The full list of Awards recipients will be made available on <https://www.ascap.com/news-events/awards> on or about July 9, 2020. Awards have no cash value.

12. GENERAL CONDITIONS

ASCAP reserves the right in its sole discretion to cancel the Awards, or to not give 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.

13. LIMITATION OF LIABILITY; DISPUTES

By participating in the Awards, each Participant acknowledges and agrees that ASCAP, its 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 Awards program, the Awards Celebration or in any Awards-related activity; and (2) any claims based on publicity rights, defamation or invasion of privacy.

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 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.

14. HONOREE LIST

For the name(s) of the recipients of the Awards, please visit:
<https://www.ascap.com/news-events/awards>.