

ASCAP LATIN MUSIC AWARDS
OFFICIAL RULES AND REGULATIONS
2019*

The 27th Annual ASCAP Latin Music Awards will be held on March 5, 2019. These Official Rules and Regulations (the “Rules”) govern the 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 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 the date (such date being referred to herein as the “Date of Determination”) that is six (6) weeks prior to the date of the Awards Celebration (as defined in Section 12 below), and that have at least one Eligible Member (as defined below) with an interest that is being licensed by ASCAP. In addition, except for the Winning Songs in the Television Category, 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 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 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.

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 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 Awards Celebration, 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 Awards Celebration, such ASCAP member has either resigned from membership or delivered an effective notice of intent to resign from membership; and (3) any ASCAP member or any writer member of an Affiliated Society from Awards contention if, at any time prior to the Award Celebration, 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 (collectively, "Winning Songs") recognize the Eligible Works embodied in the songs (i.e., sound recordings and the underlying Eligible Work) (each, a "Song"), determined according to the following methodology:

(a) Songs are ranked based on the sum for calendar year 2018 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 streaming and on-demand 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. 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.

(d) 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 it determines was responsible for the majority of such Impressions.

(e) 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. WINNING SONGS IN THE TELEVISION CATEGORY

Awards for Winning Songs in the Television Category (collectively, "Winning Songs in the Television Category") recognize the Eligible Works embodied in the songs used as the Theme (as defined below) for the highest-ranking Eligible Television Programs (as defined below), determined according to the following methodology:

(a) ASCAP will recognize as a Winning Song in the Television Category the Eligible Works embodied in the Songs used as the Theme (as defined below) on (1) the highest ranked Eligible Television Program, based on Nielsen Ratings, on each of the Univision and Telemundo television networks, and (2) the second highest ranked Eligible Television Programs that are also Eligible Television Series (as defined below), based on Nielsen Ratings, on each of the Univision and Telemundo television networks. If in either case two or more Eligible Television Programs are tied based on their Nielsen Ratings, then the Eligible Works embodied in the Songs used as the Theme for each Eligible Television Series so-tied will be recognized as Winning Songs in the Television Category.

(b) Awards for Winning Songs in the Television Category are presented to each Eligible Member with an interest in each applicable Winning Song in the Television Category being licensed by ASCAP.

For the purposes of these Rules:

- An "Eligible Television Program" is any general entertainment-related, audio-visual programming (i.e., dramatic series, comedy series, specials, miniseries 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.) that first aired in the United States on either the Univision and Telemundo television networks during the 2018 calendar year and for which an Eligible Work is used as the Theme.

- An "Eligible Television Series" is any television series (or miniseries) that first aired in the United States on either the Univision and Telemundo television networks during the 2018 calendar year and that achieved a Nielsen Rating of 0.4 or higher and for which an Eligible Work is used as the Theme.

- "Nielsen Ratings" are the average of the Nielsen "Household Live +7" total day ratings for calendar year 2018.

- “Theme” shall have the meaning set forth in ASCAP’s Survey and Distribution System: Rules & Policies.

5. SONG OF THE YEAR

ASCAP will recognize as the “Song of the Year” (the “Song of the Year”) the Winning Song with the greatest number of Impressions (as determined in the manner set forth in Section 3(a)). If two or more Winning Songs are tied for the highest total number of Impressions, then the Winning Songs so-tied will all receive the Song of the Year Award. The Song of the Year Award is presented to each Eligible Member with an interest in such Song of the Year being licensed by ASCAP.

6. SONGWRITER OF THE YEAR

ASCAP calculates, for each Eligible Writer who has an interest in any Winning Song and/or Winning Song in the Television Category, 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 and/or Winning Songs in the Television Category in which he/she has an interest being licensed by ASCAP. In the event that a Winning Song is also a Winning Song in the Television Category, such song will be only be counted once for purposes of calculating an Eligible Writer’s Writer Score.

The Songwriter of the Year is 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.

7. SONGWRITER/ARTIST OF THE YEAR

The Songwriter/Artist of the Year is the Eligible Writer with the highest total Writer Score (as calculated in Section 6) who has both written and recorded at least two Winning Songs and/or Winning Songs in the Television Category. In the event that the Songwriter of the Year recipient also recorded at least two Winning Songs and/or Winning Songs in the Television Category, 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 7. 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 and/or Winning Songs in the Television Category, then the Songwriter/Artist of the Year Award shall be awarded to all Eligible Writers so-tied.

8. PUBLISHER OF THE YEAR

ASCAP calculates, for each Eligible Publisher that has an interest in any Winning Song and/or Winning Song in the Television Category, 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 and/or Winning Songs in the Television Category 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. In the event that a Winning Song is also a Winning Song in the Television Category, such song will be only be counted once for purposes of calculating an Eligible Publisher's Publisher Score.

The Publisher of the Year is 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.

9. INDEPENDENT PUBLISHER OF THE YEAR

The Independent Publisher of the Year is the Independent Publisher with the highest total Publisher Score (as calculated in Section 8). 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.

10. 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 and to enhance the entertainment value of the live event. These awards are determined by ASCAP event producers and 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>.

11. 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.

12. 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.

13. 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 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.

14. 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.

15. HONOREE LIST

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