



**American Society of Composers, Authors and Publishers  
Official Awards General Rules and Regulations**

1. **ACCEPTANCE OF TERMS & CONDITIONS:** By participating in the ASCAP Prize/Award identified on Schedule A attached hereto (the "Award"), you ("you" or "Entrant") hereby agree to be bound by and comply with: (a) the rules and regulations set forth herein and on Schedule A (collectively, "Rules"), (b) the interpretation of these Rules by the American Society of Composers, Authors and Publishers, 1900 Broadway, New York, New York 10023 ("ASCAP"), and (c) any decisions by ASCAP or the judges of the Award, which are final and binding in all respects. Entrant hereby acknowledges that he/she is bound to comply with these Rules, that any conduct not in compliance with these Rules will result in disqualification, and that ASCAP may take any legal action associated with such misconduct. Each Award, including any application submitted by an Entrant to participate in the Award (the "**Application**") (together with all information and materials provided by Entrant in connection with the Application and ASCAP's collection, use and disclosure of such information and materials), is subject to the terms and conditions relating to the access to and use of the ASCAP website as set forth at <http://www.ascap.com/about/legal-terms/terms-of-use.aspx> (the "**ASCAP Terms of Use**"), including ASCAP'S privacy policy (available at <http://www.ascap.com/about/legal-terms/privacy-policy.aspx>.) (the "**ASCAP Privacy Policy**"). Capitalized terms used but not defined herein shall have the meanings set forth in the applicable Schedule A.
2. **ELIGIBILITY:** Specific Eligibility Requirements are set forth on Schedule A. Judges of the Award or anyone involved in the Judging Procedure as set forth on Schedule A are not permitted to enter the Award. Employees, officers and directors of ASCAP, and any affiliated company, organization or entity, and their immediate family members, are not eligible to participate in the Award. For purpose of the foregoing, "immediate family" means parents, spouses, children, siblings or any members of the same households of such employees, officers and directors. ASCAP reserves the right to verify the eligibility of Award Recipients.
3. **APPLICATION PERIOD:** The Application Period is set forth on Schedule A.
4. **SUBMISSIONS & JUDGING.** To be considered for the Award, eligible Entrants must provide the Submission as specified in the Submission Requirements set forth on Schedule A. If the Submission has more than one writer, then all writers must agree and consent to participate in the Award process, and each will be deemed an Entrant subject to the eligibility requirements set forth in the Rules. Entrants must provide all required information as set forth in Schedule A in order to be considered for the Award. Unless expressly set forth on Schedule A, submissions will not be returned to Entrants. Any attempt by any Entrant to submit more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method may void all of that Entrant's entries and that Entrant may be disqualified at ASCAP's discretion. Entries specifying an invalid, non-working, or inactive phone number and/or email address may be disqualified and ineligible to receive the Award.
5. **SUBMISSION RESTRICTIONS/REPRESENTATIONS & WARRANTIES:** Each Entrant represents and warrants that his/her Submission: (a) does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights; (b) does not reference any third party unless the third party has expressly consented in writing to being referenced in the Submission; (c) does not contain images or artwork not created by Entrant or his/her co-authors; (d) does not contain material that is determined to be inappropriate, indecent, obscene, hateful, discriminatory, tortious, defamatory, or libelous; and (e) does not contain material that is unlawful, in violation of or contrary to the laws or regulations in the United States, the State of New York and/or any other state or country where Submission is created. Each Entrant further represents and warrants that all information submitted in connection with the Submission is true, complete and accurate. ASCAP reserves the right to disqualify any Submission for any reason whatsoever in its sole discretion, including, without limitation, based upon a determination that such Submission may violate or violates any representation or warranty set forth herein. By submitting a Submission, each Entrant acknowledges and agrees that he or she has read, and agrees to bound by, these Rules and the ASCAP Terms of Use Agreement.
6. **SELECTION OF AWARD RECIPIENTS AND PRIZES.** Each eligible Submission will be judged and recipients of the Award (each, an "Award Recipient") will be selected in accordance with the Judging Procedures and Criteria as set forth on Schedule A. If applicable and as set forth in Schedule A, Award Recipients will receive the Prizes (to be shared

equally among all co-writers identified in connection with the Submission), and recognition at an Award Ceremony, if applicable, as determined in ASCAP's sole discretion. All Prizes exclude any and all associated costs, including, without limitation, travel, lodging, food and related and/or associated expenses that may be required or incurred in connection with receiving the Prizes and attending any Award Ceremony. Attendance of any Award Ceremony (if applicable) is optional but highly encouraged. Award Recipients are responsible for making all travel arrangements associated with attending any Award Ceremony (if applicable), including obtaining all necessary travel documents and all forms of insurance, including travel insurance. All other costs and expenses not specified herein, if any, are the responsibility of Award Recipients. ASCAP reserves the right to change specifications of, or to substitute, the Prizes, or to reschedule or cancel any Award Ceremony (if applicable), at any time without incurring any liability or other obligations. All Prizes and any Award Ceremony details (if applicable) are at the sole discretion of ASCAP. No transfer of the Prizes to a third party is permitted. All federal, state, local and other tax obligations arising from participation in this Award, including, without limitation, winning and receiving the Prizes, will be the sole responsibility of Award Recipients.

7. **ANNOUNCEMENT.** Award Recipients will be notified by no later than the Notification Date set forth on Schedule A, via either e-mail or phone as specified on the Submission. If the potential Award Recipients cannot be contacted within seventy-two (72) hours of sending the initial e-mail message or leaving a voicemail, such persons may be disqualified, and Entrants with the next highest score or evaluation will be selected as the alternate Award Recipients. ASCAP shall not be responsible for failed attempts to notify any potential Award Recipients. No responsibility is assumed by ASCAP for any phone calls, text messages and/or e-mails that fail to deliver or that are returned as undeliverable or for any other problems, omissions or technical malfunctions associated with any network, servers, computer equipment, software, applications, the Internet or any combination thereof.

POTENTIAL AWARD RECIPIENTS ARE SUBJECT TO VERIFICATION BY ASCAP, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE AWARD. AN ENTRANT IS NOT AN AWARD RECIPIENT OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED, INCLUDING THROUGH THE SUBMISSION OF THE REQUIRED DOCUMENTATION SET FORTH BELOW, AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

8. **ADMINISTRATION OF AWARD:** If, for any reason, the Award is not capable of being implemented as planned, ASCAP reserves the right at its sole discretion to cancel, terminate, modify or suspend this Award and select Award Recipients from entries received prior to the action taken or in such other manner as ASCAP may deem fair and appropriate. ASCAP's failure to enforce any term of these Rules shall not constitute a waiver of that provision. ASCAP reserves the right at its sole discretion to disqualify any individual it finds to be attempting to tamper with or undermine the entry process, any website affiliated with the Award and/or the legitimate operation of the Award; violating these Rules; or acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person.

The following applies only in the event there is an Award Ceremony associated with an Award: In the event any Award Recipient engages in behavior during any Award Ceremony that (as determined by ASCAP in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of ASCAP or any affiliated company or organization, or any of their services, products, trademarks, service marks, or logos, ASCAP reserves the right to remove such Award Recipient from such Award Ceremony with no further obligations or compensation whatsoever to such Award Recipient (which may, in ASCAP's sole discretion, result in such Award Recipient's disqualification and forfeiture of any (and/or all) Prizes).

9. **LOST OR CORRUPTED SUBMISSIONS:** ASCAP, any individual involved in the judging procedures as set forth on Schedule A, and any affiliated companies, organizations or entities assume no liability for, and Entrants hereby forever waive any rights to any claim in connection with, lost, late, incomplete, incorrect, stolen and/or illegible Submissions. ASCAP and any affiliated companies or organizations are not responsible for any incorrect or inaccurate information and assume no responsibility for any error, omission, deletion, defect, theft or destruction or unauthorized access to the Award.
10. **ERRORS:** ASCAP, any individual involved in the judging procedures as set forth on Schedule A, and any affiliated companies, organizations, or entities assume no liability and are not responsible for, and by participating in this Award. Entrants hereby forever waive any rights to, or any claim in connection with, errors and/or ambiguity: (a) in

the Award; (b) in any related advertising or promotions of this Award; and/or (c) in these Rules. In the event of any ambiguity(s) or error(s) in these Rules, ASCAP reserves the right to modify these Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the Rules.

11. **INDEMNITY:** Each Entrant in this Award, including, without limitation, any Award Recipient ("Indemnitor"), agrees to indemnify, defend (at the option of ASCAP) and hold harmless ASCAP, any affiliated companies, organizations, or entities, and their respective directors, officers, employees, members, representatives, agents, successors and assigns, and any individuals involved in the judging procedures as set forth on Schedule A ("Indemnitees") from and against any claim, action, demand, suit, proceeding, loss, liability, damage, judgment, cost or expense, including without limitation any amounts paid in settlement, legal fees, disbursements and court costs, arising out of, resulting from or related to any breach or alleged breach by Indemnitor of any of the representations and warranties contained herein and for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, and participation in any activity related to this Award, including, without limitation, attendance at any Award Ceremony for receipt of any Prize.
12. **PUBLICITY/NOTIFICATIONS/PRIVACY:** Entrants agree that, except where prohibited by law, if selected as an Award Recipient, their names, photos, biographies and/or likenesses, performances, statements, and Submissions (the "Materials"), including, without limitation, any photos or video of any appearance or performance at any Award Ceremony, may be displayed, reproduced, distributed, publicized, broadcast or transmitted over any medium by ASCAP and any associated company or organization for reporting and promotional purposes in perpetuity in connection with the Award, without any additional compensation, consideration, permission, or notification. Entrants further acknowledge and agree that ASCAP may contact Entrants using any and all information provided by or on behalf of Entrant to ASCAP in connection with the Application or otherwise for the purpose of notifying Entrants of additional promotions and Awards, together with the rules and eligibility criteria associated therewith. Subject to and without limiting the foregoing, information collected from Entrants is subject to ASCAP's Privacy Policy, which can be found at <http://www.ascap.com/about/legal-terms/privacy-policy.aspx>.
13. **RELEASES:** Entrants further release the Indemnitees, from any and all liability, claims, or actions in connection with: (a) Entrants' acceptance, possession, use or misuse of the Prizes, and participation in any activity related to this Award, including, without limitation, attendance at any Award Ceremony (if applicable); and (b) the display, reproduction, distribution, publication, broadcast or transmission, or otherwise exploitation as provided for herein of the Materials or any portion thereof, including without limitation, any claim for copyright infringement, trademark infringement, defamation, slander, invasion of privacy, or infringement of rights of publicity.
14. **REQUIRED DOCUMENTATION:** Except where legally prohibited, potential Award Recipients (including all co-writer(s) of the musical work or composition, or other work or material, that is submitted for the Award) may be asked to sign and return certain documentation at the request of ASCAP, including, without limitation, an Affidavit of Eligibility & Release ("Required Documentation"), certifying, among other things, authorship of the Submission and eligibility to enter the Award. Required Documentation is subject to verification by ASCAP. If a potential Award Recipient (including any co-writer(s) of the musical work or composition, or other work or material, that is submitted for the Award) fails to sign and return the Required Documentation within the required time period, such potential Award Recipient will be deemed to have forfeited any applicable Prize, and the Entrant with the next highest score and evaluation will be selected as an alternate potential Award Recipient.
15. **LIMITATION OF LIABILITY:** IN NO EVENT WILL ASCAP, ANY AFFILIATED COMPANIES, ORGANIZATIONS, OR ENTITIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, OR ANY INDIVIDUALS INVOLVED IN THE JUDGING PROCEDURES AS SET FORTH ON SCHEDULE A, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE AWARD, TRAVEL ASSOCIATED WITH THE AWARD, USE/MISUSE OF ANY PRIZE, OR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RELATED TO ANY PART OF THIS AWARD. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

16. **DISCLAIMER OF WARRANTIES:** THE AWARD AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE EXCLUSIONS.
17. **DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION:** Entrant waives all rights to trial in any action or proceeding instituted in connection with these Rules and/or this Award. Any controversy or claim arising out of or relating to these Rules and/or this Award shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in the State of New York, in the City of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. This Award is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. All issues concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Entrant and ASCAP in connection with this Award, shall be governed by and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof. Any matters or proceedings not subject to arbitration as set forth in these Rules and/or for entering any judgment on an arbitration award shall take place in the federal and/or state courts of the State of New York, New York County.
18. **AWARD RECIPIENT LIST AND TERMS & CONDITIONS:** For a copy of the Rules or the name of the Award Recipients, please email Cia Toscanini at: [ctoscanini@ascap.com](mailto:ctoscanini@ascap.com).

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SCHEDULE AThe American Society of Composers, Authors and Publishers/College Band Directors National Association  
Frederick Fennell Award

The specific details and requirements of The ASCAP/CBDNA Frederick Fennell Prize (the "Award") are set forth below. Participation in the Award process is subject to the ASCAP Official Awards Rules and Regulations (the "Rules"). To the extent not specifically defined below, all capitalized terms have the meaning set forth in the Rules.

<b>About the Award</b>	The American Society of Composers, Authors and Publishers (" <u>ASCAP</u> ") and the College Band Directors National Association (" <u>CBDNA</u> ") seek to recognize talented young composers who write for concert band.
<b>Eligibility Requirements</b>	<p>To be eligible to enter, entrants must be, at the time of entry: (a) a U.S. citizen, U.S. permanent resident or enrolled student with a valid current U.S. student visa; and (b) 18 years of age or the age of majority in their jurisdiction of permanent legal residence ("<u>Eligible Entrants</u>" or "<u>Entrants</u>"). Eligible Entrants may not be older than 30 years of age as of January 1, 2019.</p> <p>If a musical work or composition submitted as part of the Submission (as defined below) is co-written, all co-writers shall be considered Entrants and must satisfy these eligibility criteria, together with all other requirements set forth in the Rules. Works which are set to a text protected by copyright must include permission of the author of the text (or the author's representative), as described below. Previous recipients of The ASCAP/CBDNA Frederick Fennell Prize are ineligible.</p>
<b>Application Period</b>	The " <u>Application Period</u> " begins on 9:00 a.m. PDT on <b>September 6, 2018</b> , and ends at 11:59 PM PDT on October 10, 2018. Hard copy materials must be postmarked no later than October 10, 2018.
<b>Submission Requirements</b>	<p>To be considered for the Award, Entrants must: (a) complete and electronically submit an application available at <a href="https://www.ascap.com/help/career-development/support/cbdna-guidelines">https://www.ascap.com/help/career-development/support/cbdna-guidelines</a> (the "<u>Online Application</u>") and (b) submit the following materials in hard copy to ASCAP: (i) a bound score (copy, not original manuscript), of <b>ONE</b> published or unpublished original concert work (<b>no arrangements</b>) (referred to herein as the "<u>Score</u>"); and (ii) a print-out of the Online Application together with a composer biography and list of works (the hard copy materials may optionally include a CD containing an electronic realization or recording of the work if the Online Application did not provide a URL from which such realization or recording may be streamed) (collectively sub-sections (1) and (2)(a)/(b) referred to as the "<u>Submission</u>").</p> <p><b>All Submission materials must separately bear the Entrant's name together with all co-writer(s) of the work. Any optional CD submitted by Entrant must separately be marked with the name of Entrant and each co-writer, the title of the work, and the names of the performers. When submitting recordings of multi-movements works, each movement must be on a separate track and marked clearly in the score and the streaming recording or CD.</b></p> <p><b>Clearance of Rights:</b> For vocal compositions setting text or a translation of text, Entrants must provide evidence that the text or translation is either in the public domain or, if still protected, used with written permission from the author or translator or his or her respective representative (i.e., publisher or estate).</p> <p><b>Return of hard copy materials:</b> If you wish to have Submission materials returned to you, the Submission must be accompanied by a self-addressed envelope with an official postage meter stamp from the U.S. Post Office with sufficient postage. Regular postage stamps will not be accepted.</p> <p><b>Please send all hard copy materials (and inquiries) to:</b> Cia Toscanini, Vice President, Concert Music The ASCAP/CBDNA Frederick Fennell Prize 1900 Broadway New York, New York 10023 Tel. 212.621.6329 • Email: concertmusic@ascap.com</p>
<b>Judging Procedures &amp; Criteria</b>	Each eligible Submission will be reviewed by a panel of two (2) ASCAP composer members and two (2) CBDNA conductor members (the " <u>Panel</u> "). Rankings will be based on the significance and overall artistry and compositional elements of the Submission. The Panel is selected by ASCAP and the CBDNA in their sole discretion. Decisions of the Panel (including the selection of Award Recipient(s)) will be final and binding in all respects.

<b>Prize and Award Ceremony</b>	In accordance with the Judging Procedures and Criteria above, one eligible Entrant will be selected as the award recipient (the " <u>Award Recipient</u> ") and will receive a monetary Prize totaling <u>\$5,000.00 U.S.D.</u> payable by the CBDNA. The winning score and Award Recipient will be announced at the CBDNA Forum during <b>the Midwest Clinic 72nd Annual Conference, December 19-22, 2018 in Chicago</b> and will be guaranteed a live performance by a prominent college band selected by the CBDNA in its sole discretion (the " <u>Award Celebration</u> ").
<b>Notification Date of Award Recipients</b>	<u>December 22, 2018</u>