



ASCAP CHRISTIAN MUSIC AWARDS
OFFICIAL RULES AND REGULATIONS
2021

These Official Rules and Regulations (the “Rules”) govern the 43rd Annual ASCAP Christian 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. ELIGIBILITY

A. Who is Eligible

The following writers (each, an “Eligible Writer”) and publishers (each, an “Eligible Publisher”; Eligible Writers and Eligible Publishers are collectively referred to as “Eligible Members”) are eligible for Awards consideration:

- A writer member of ASCAP in good standing as of August 16, 2021 (the “Date of Determination”);
- A writer member of an Affiliated Society (as defined below) in good standing within the meaning of such Affiliated Society’s rules and regulations as of the Date of Determination; and
- A publisher member of ASCAP (i.e., a publisher, co-publisher, publisher administrator or sub-publisher for the territory of the United States) in good standing as of the Date of Determination.

To be in good standing, an ASCAP member must have been elected to membership in ASCAP, be eligible to vote at General Meetings of ASCAP and have not resigned from membership. 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. Publisher members of Affiliated Societies are not eligible for the Awards.

B. What Works are Eligible

To be eligible for Awards consideration, a musical composition (each, an “Eligible Work”) must, as of the date of Determination, (i) be in the ASCAP Repertory (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) and (ii) have at least one Eligible Member with an interest in such musical composition who is then licensing their interest in such musical composition through ASCAP for the territory of the United States.

In addition, a musical composition will no longer be an Eligible Work if, at any time prior to the start of the Awards Celebration, ASCAP has received effective notice(s) from member(s) of their intent to remove such musical composition from the ASCAP Repertory and, after giving effect to such notice, ASCAP would no longer have a licensable interest in such musical composition.

C. How the Christian Genre is Defined

Only Eligible Works embodied in a song (i.e., sound recording and the underlying Eligible Work) that appeared on any of the following weekly Billboard Charts during period that includes April 1, 2020 through June 30, 2021 (each, a “Christian Song”) are considered for Awards:

- Christian Airplay;
- Christian AC Songs; and
- Christian Digital Song Sales
- Christian Streaming Songs; and
- Hot Christian Songs.

D. Disqualification

At any time prior to the start of the Awards Celebration, ASCAP may, in its sole discretion, disqualify from Awards contention: (i) any ASCAP member who has either resigned from membership or delivered an effective notice of intent to resign from membership; (ii) any writer member of an Affiliated Society from Awards contention who is no longer in good standing with such Affiliated Society; (iii) any ASCAP member or any writer member of an Affiliated Society whose relevant interest in an Eligible Work is no longer in the ASCAP Repertory, or if ASCAP receives effective notice of the intent to remove such relevant interest in an Eligible Work from the ASCAP Repertory; or (iv) any Eligible Work from Awards contention that no longer satisfies the eligibility criteria set forth in Section 2.B.

In addition, if there is a dispute in ASCAP's records with respect to all or any portion of an interest in any Eligible Work and ASCAP has concluded that there is a reasonable basis for such dispute, then ASCAP may, in its sole discretion, remove such Eligible Work from consideration for the Awards. ASCAP encourages Participants to resolve disputes over any potentially winning Eligible Works on or before the Date of Determination.

E. 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 Christian Songs, determined according to the following methodology:

A. Impressions. Christian Songs are ranked based on the sum of the (i) U.S. audience size projections for such Christian Songs on Christian format terrestrial and satellite radio stations as determined using data provided by Nielsen Music/MRC Data for all radio stations it monitors and (ii) streams of such Christian Songs on U.S. digital services based on programmed and on-demand audio streaming data provided by Nielsen Music/MRC Data for all digital services it monitors (collectively, the "Impressions").

B. Ranking. Each Christian Song is assigned the number of Impressions it received during either the period (i) April 1, 2020 through March 31, 2021 or (ii) July 1, 2020 through June 30, 2021, whichever is greater.

C. Winning Songs. Each of the Christian Songs that rank first through 25th based on the greatest number of Impressions shall be recognized as a Winning Song (each a "Winning Song"), except that Christian Songs that have received an ASCAP Christian Music Award for Winning Song at any prior Awards Celebration will not be recognized again as a Winning Song unless that Christian Song (i) has the highest overall number of Impressions (as calculated in Section 3.B) and (ii) has not previously been recognized as the Song of the Year at any prior ASCAP Christian Music Award Awards Celebration. If two or more Christian Songs are tied for the 25th highest number of Impressions, then all such Christian Songs so tied shall be recognized as a Winning Song.

D. Disqualification. In the event that ASCAP, in accordance with Section 2.D, removes an Eligible Work from consideration for Awards, ASCAP may (in its sole discretion) recognize as a Winning Song the Eligible Work or Eligible Works (if there is a tie) embodied in the next highest-ranking Christian Song(s) so that there are 25 Winning Songs being awarded.

E. Awards. 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/MRC Data merges more than one version of a Winning Song (i.e., the original version and any remixes, etc.), ASCAP will award the Eligible Work embodied in the version of the Christian Song that ASCAP determines was responsible for the majority of such Impressions.

4. SONG OF THE YEAR

The Song of the Year Award recognizes the Winning Song with the greatest number of Impressions that has at least one Eligible Writer who has an interest in it (the "Song of the Year"). If two or more Winning Songs with at least one Eligible Writer who has an interest in it are tied for the highest total number of Impressions, then all such 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 sum of (i) such Eligible Writer's shares (in such member's capacity as a writer) in each Winning Song in which such Eligible Writer has an interest being licensed by ASCAP multiplied by (ii) that Winning Song's Impressions (determined in the manner set forth in Section 3).

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 from among the top three Eligible Writers (based upon Total Writer Score, as calculated in Section 5) the highest-ranking Eligible Writer who has also both written and was the recording artist on two or more Winning Songs. In the event that the Songwriter of the Year recipient was also the recording artist on at least two Winning Songs, ASCAP will award the next highest-ranking Eligible Writer that meets the criteria for the

Songwriter/Artist of the Year Award. If two or more Eligible Writers (i) are tied for the highest Writer Score and (ii) have both written and was the recording artist on 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 sum of (i) such Eligible Publisher’s shares (in such member’s capacity as a publisher) in each Winning Song in which such Eligible Publisher has an interest being licensed by ASCAP multiplied by (ii) that Winning Song’s Impressions (determined in the manner set forth in Section 3). 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. 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>.

9. 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.

10. AWARDS RECOGNITION

Award recipients for the 43rd Annual ASCAP Christian Music Awards will be invited to participate in a virtual awards celebration on ASCAP’s social media platforms to be conducted during the week of September 20, 2021 through September 24, 2021 (the “Awards Celebration”). The full list of Awards recipients will be made available on <https://www.ascap.com/news-events/awards> on or about September 24, 2021. All matters regarding rules and dates for the 43rd Annual ASCAP Christian Music Awards are subject to change based on Federal guidelines,

state and local government orders and best practices that affect ASCAP's operations. Awards have no cash value.

11. GENERAL CONDITIONS

ASCAP reserves the right in its sole discretion to cancel, postpone or otherwise reschedule 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.

12. 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: (i) 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 (ii) any claims based on publicity rights, defamation or invasion of privacy.

Except where prohibited, ASCAP members and all other Participants agree that: (i) 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; (ii) 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 (iii) 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.

13. HONOREE LIST

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

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