

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

These Official Rules and Regulations (the “Rules”) govern the 58th Annual ASCAP Country 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. Works Eligibility

Musical compositions (“Eligible Works”) eligible for Awards consideration are those musical compositions that are in the ASCAP Repertory (as defined below), on September 14, 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. 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 Eligible 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 August 17, 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 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 or writer member of an Affiliated Society must be 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 and publisher administrators, and sub-publishers for the territory of the United States. Publisher members of Affiliated Societies are not eligible for 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 work 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; and (4) any ASCAP member or any writer member of an Affiliated Society from contention for any specific Award if, at any time prior to the date the Award Celebration begins, such member’s interest in an Eligible Work is no longer in the ASCAP Repertory as described in Section 2.B. 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 (e.g., the inclusion of a new ASCAP-licensed writer or publisher, the removal of an existing ASCAP-licensed writer or publisher or the sale or transfer of ownership of a musical composition), 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. AWARD 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 radio airplay (“Detects”), calculated based upon the Nielsen BDS Country Report, comprised of the top 200 songs in the Country genre (the “BDS Report”), for each quarter during the period from April 1, 2019 through June 30, 2020 (the “Extended Awards Period”).

(b) Only Songs (i) with Detects in any two or more consecutive calendar quarters during the “Core Award Period” between April 1, 2019 and March 31, 2020, (ii) with an aggregate of at least 75,000 Detects during the Extended Awards Period, and (iii) that have not received an Award for Winning Song at any prior Awards Celebration shall be eligible for Awards for Winning Songs (each, a “Core Award Song”).

(c) Each Core Awards Song is then assigned a total number of Detects based upon the highest four (4) consecutive quarters during the Extended Awards Period (the “Peak 4Q Total Detects”).

(d) The top 50 Core Award Songs (or fewer, if fewer than 50 Songs meet the criteria set forth in clause (b) above) based on greatest number of Peak 4Q Total Detects shall be recognized as a Winning Song (each, a “Winning Song”). If two or more Core Award Songs are tied for the 50th highest number of Peak 4Q Total Detects, then all such Core Award Songs so tied shall be recognized as a Winning Song.

Awards for Winning Songs are presented to each Eligible Member with an interest that is being licensed by ASCAP in each applicable Winning Song. 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 such Song that it determines was responsible for the majority of Detects for such Song.

4. SONG OF THE YEAR

The Song of the Year Awards recognizes the Winning Song that has the greatest number of Peak 4Q Total Detects and both an Eligible Writer and an Eligible Publisher with an interest that is being licensed by ASCAP (“Song of the Year”). If two or more Winning Songs with both an Eligible Writer and an Eligible Publisher with an interest that is being licensed by ASCAP are tied for the greatest number of Peak 4Q Total Detects or with the greatest Peak 4Q Total Detects being within 1,000 Detects of each other, the Song of the Year Award shall be presented to all such Winning Songs. Awards for Song of the Year are presented to each Eligible Member with an interest that is being licensed by ASCAP in the Song(s) of the Year.

5. SONGWRITER OF THE YEAR

The recipient of the Songwriter of the Year Award is determined based on the following methodology:

(a) First, a “Writer Score” is calculated for each Eligible Writer with an interest in each Winning Song that is being licensed by ASCAP by multiplying (i) such Eligible Writer’s fractional interest or share in such Winning Song by (ii) that Winning Song’s Peak 4Q Total Detects.

(b) Second, each Eligible Writer’s Writer Scores for each of his or her Winning Songs are then aggregated to determine such Eligible Writer’s total Writer Score (such Eligible Writer’s “Total Writer Score”).

The Songwriter of the Year Award recognizes the Eligible Writer with the highest Total Writer Score (“Songwriter of the Year”). If two or more Eligible Writers are tied for the highest Total Writer Score, then Awards for Songwriter of the Year shall be presented to each such Eligible Writers so tied.

6. SONGWRITER/ARTIST OF THE YEAR

The Songwriter/Artist of the Year Award recognizes from among the top five Eligible Writers (based upon Total Writer Score) the highest ranking Eligible Writer who has also both written and recorded two or more Winning Songs. The Songwriter/Artist of the Year Award will be awarded if at least one Eligible Writer meets the foregoing criteria. In the event that the Songwriter of the Year recipient also wrote and recorded at least two Winning Songs, the Songwriter/Artist of the Year Award will not be awarded. If two or more Eligible Writers who have both written and recorded two or more Winning Songs are tied for the highest Total Writer Score, then Awards for Songwriter/Artist of the Year shall be awarded to each such Eligible Writers so tied.

7. PUBLISHER OF THE YEAR

The recipient of the Publisher of the Year Award is determined based on the following methodology:

(a) First, a “Publisher Score” is calculated for each Eligible Publisher with an interest in each Winning Song that is being licensed by ASCAP by multiplying (i) such Eligible Publisher’s fractional interest or share in such Winning Song by (ii) that Winning Song’s Peak 4Q Total Detects.

(b) Second, each Eligible Publisher’s Publisher Scores for each of its Winning Songs are then aggregated to determine such Eligible Publisher’s total Publisher Score (such Eligible Publisher’s “Total Publisher Score”).

Publishers that have subsidiary, affiliated or associated publishing companies that are members of ASCAP are all treated as a group for purposes of this Award.

The Publisher of the Year Award recognizes the Eligible Publisher with the highest Total Publisher Score (“Publisher of the Year”). If two or more Eligible Publishers have the same Total Publisher Score, then Awards for Publisher of the Year shall be presented to each 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. As a result of the global COVID-19 pandemic, all matters regarding rules and dates for the 58th Annual ASCAP Country Music Awards are subject to change based on Federal guidelines, state and local government orders and best practices that affect ASCAP’s operations.

10. AWARDS RECOGNITION

The Awards will be presented at an award celebration at a date, time and location each year to be determined by ASCAP at its sole discretion. Award recipients for the 58th Annual ASCAP Country 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 November 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 November 13, 2020. Awards have no cash value.

11. 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.

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 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 each 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.

13. HONOREE LIST

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