

ASCAP POP MUSIC AWARDS
OFFICIAL RULES AND REGULATIONS
2018

The 35th Annual ASCAP Pop Music Awards will be held on April 23, 2018. These Official Rules and Regulations (the “Rules”) govern the ASCAP Pop 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”), 1900 Broadway, New York, New York 10023.

2. GENERAL ELIGIBILITY

A. Song Eligibility

Musical compositions (“Eligible Songs”) eligible for Awards consideration are those works 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 (1) one writer or one publisher member of ASCAP in good standing with an interest that is being licensed by ASCAP or (2) one writer member of an Affiliated Society (as defined below) in good standing with an interest that is being licensed by ASCAP. However, a musical composition shall not be an Eligible Song 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 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, either (i) resigned from membership, or (ii) delivered an effective notice of intent to resign 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 Song as of a given date, such member or writer member of an Affiliated Society must be then licensing his, her or its interest in such Eligible Song through ASCAP for the territory of the United States as of such date.

For the purposes of the Awards, ASCAP recognizes only publishers, co-publishers, and sub-publishers for the territory of the United States; provided, however, that ASCAP will recognize a publisher administrator for the territory of the United States subject to verification that such publisher administrator is entitled to receive credit for an Eligible Song as a publisher for the purposes of the Awards. Publisher members of Affiliated Societies are not eligible for the Awards.

C. Disqualification

ASCAP may, in its sole discretion, disqualify (1) any Eligible Song from Awards contention if, at any time prior to the Awards Celebration, such work no longer satisfies the eligibility criteria set forth in Section 2.A; (2) any ASCAP member or any writer member of an Affiliated Society from Awards contention if, at any time prior to the Awards Celebration, such member is no longer in good standing; and (3) any ASCAP member or any writer member of an Affiliated Society from contention for any specific Award, if, at any time prior to the Award Celebration, such member’s interest in an Eligible Song is no longer in the ASCAP Repertory as described in Section 2.B. In addition, in the event that with respect to any Eligible Song, (1) there is a dispute in ASCAP’s records with respect to all or any portion of the interest in such Eligible Song, and (2) ASCAP has concluded that there is a reasonable basis for such dispute, then such Eligible Song 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 Songs 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. **MOST PERFORMED SONGS**

Awards for Most Performed Songs recognize ASCAP's top fifty ranked Eligible Songs, based solely upon U.S. radio airplay, determined according to the following methodology ("Most Performed Songs"):

A. **Radio Airplay Data**. Eligible Songs are ranked based upon total radio airplay ("Spins") as determined using information obtained from Nielsen Music for radio stations it monitors in the following formats:

- AA - Triple A
- ACMA - Adult Contemporary
- ACTF - Adult Top 40
- AO - Mainstream Rock
- CR - Classic Rock
- MR - Alternative
- CG - College
- OL - Classic Hits
- RBMA - Mainstream R&B/Hip-Hop
- RBAD - Adult R&B
- TFDC - Dance
- TFMA - Mainstream Top 40
- TFRH - Rhythmic

B. **Total Spins**. Each Eligible Song is assigned the number of Spins it received during either the period (i) October 1, 2016 through September 30, 2017, or (ii) January 1, 2017 through December 31, 2017, whichever is greater. However, if the Eligible Song was a Most Performed Song at the Awards Celebration in 2017, then it is assigned the number of Spins it received for the period January 1, 2017 through December 31, 2017. In the event that Nielsen Music merges more than one version of a musical composition (i.e., the original version and any remixes, etc.), ASCAP will award the version that it determines was responsible for the majority of such Spins.

C. **Ranking**. Each of the Eligible Songs ranking first through 50th based on the greatest number of Spins shall be recognized as a Most Performed Song. If two or

more Eligible Songs are tied for the 50th highest number of Spins, then all such Eligible Songs so tied shall be recognized as a Most Performed Song. Awards for Most Performed Song are presented to each Eligible Member with an interest in each applicable Most Performed Song.

D. **Disqualification**. In the event that ASCAP, in accordance with Section 2.C, removes an Eligible Song from consideration for Awards, ASCAP may (in its sole discretion) recognize the next Eligible Song so that there are 50 songs being awarded.

4. **SONG OF THE YEAR**

Song of the Year ("Song of the Year") is awarded to the Most Performed Song with the highest number of Spins that has at least one Eligible Writer who has an interest in it. If two or more Most Performed Songs are tied for the greatest number of total Spins, then all such Most Performed 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 in the Song of the Year.

5. **MOST STREAMED SONGS**

Each Most Performed Song that appeared in Billboard Magazine's 2017 Year-End Chart for "Streaming Songs" (the "Billboard Streaming Chart") will also be recognized as a "Most Streamed Song". Awards for Most Streamed Song are presented to each Eligible Member with an interest in each applicable Most Streamed Song.

6. **MOST STREAMED SONG OF THE YEAR**

Most Streamed Song of the Year ("Most Streamed Song of the Year") is awarded to the Most Streamed Song with the highest rank on the Billboard Streaming Chart. If two or more Most Streamed Songs are tied for the highest rank on the Billboard Streaming Chart, then all such Most Streamed Songs so tied shall be recognized as a Most Streamed Song of the Year. Awards for Most Streamed Song of the Year are presented to each Eligible Member with an interest in the Most Streamed Song of the Year.

7. **SONGWRITER OF THE YEAR**

The Songwriter of the Year Award recognizes the Eligible Writer who has written or co-written the greatest number of Most Performed Songs (the "Songwriter of the Year"). Each Eligible Writer is awarded one point for each Most Performed Song in which such writer has an interest. The Songwriter of the Year Award is awarded to the Eligible Writer who obtains the highest point total. If two or more Eligible Writers are tied for the same point total, then Awards for Songwriter of the Year shall be given to all such Eligible Writers so tied.

8. PUBLISHER OF THE YEAR

The Publisher of the Year Award recognizes the Eligible Publisher who has an interest in the greatest number of Most Performed Songs (the “Publisher of the Year”), determined in accordance with this Section 8. Each Eligible Publisher is awarded one point for each Most Performed Song in which such publisher has an interest. 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. No points will be awarded to a publisher where it acts *solely* as an administrator (except as set forth in the last paragraph of Section 2.B). The Publisher of the Year Award is awarded to the Eligible Publisher who obtains the highest point total. If two or more Eligible Publishers are tied for the same point total, then Awards for Publisher of the Year shall be given to all such publishers so tied.

9. INDEPENDENT PUBLISHER OF THE YEAR

ASCAP shall honor an Independent Publisher (as defined below) through the Independent Publisher of the Year Award.

An “Independent Publisher” is an Eligible Publisher who (1) publishes on behalf of two or more Eligible Writers and (2) is not owned or controlled by an affiliate of Universal Music Group, Warner Music Group, Sony Music or any of their associated labels or 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.

Each Independent Publisher is awarded one point for each Most Performed Song in which such publisher has an interest. Independent 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. No points are awarded to an Independent Publisher where it is acting *solely* as an administrator (except as set forth in the last paragraph of Section 2.B) or sub-publisher for the territory of the United States. The Independent Publisher of the Year Award is awarded to the Independent Publisher who obtains the highest point total. If two or more Independent Publishers are tied for the same point total, then Awards for Independent Publisher of the Year will be given to all such Independent Publishers so tied.

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: <http://www.ascap.com/eventsawards/index.aspx>.

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 at 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>.