

ASCAP POP MUSIC AWARDS
OFFICIAL RULES AND REGULATIONS
2020*

These Official Rules and Regulations (the “Rules”) govern the 37th Annual 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 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. Work Eligibility

Musical compositions (“Eligible Works”) eligible for Awards consideration are those musical compositions that are in the ASCAP Repertory (as defined below) as of March 3, 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.

* Updated on June 9, 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 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 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 Awards 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. **MOST PERFORMED SONGS**

Awards for Most Performed Songs recognize the Eligible Works underlying the highest-ranking sound recordings (each Eligible Work and its sound recording together referred to as a “Song”), based solely upon U.S. radio airplay, determined according to the following methodology:

A. **Radio Airplay Data.** 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 Song is assigned the number of Spins it received during either the period (i) October 1, 2018 through September 30, 2019, or (ii) January 1, 2019 through December 31, 2019, whichever is greater. However, if the Song was a Most Performed Song at the Awards Celebration in 2019, then it is assigned the number of Spins it received for the period January 1, 2019 through December 31, 2019.

C. **Ranking.** Each of the Songs that rank first through 50th based on the greatest number of Spins shall be recognized as a Most Performed Song (each a “Most Performed Song”). If two or more Songs are tied for the 50th highest number of Spins, then all such Songs so tied shall be recognized as a Most Performed Song.

D. **Awards.** Awards for Most Performed Song are presented to each Eligible Member with an interest that is being licensed by ASCAP in each applicable Most Performed 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 the Song that ASCAP determines was responsible for the majority of such Spins.

E. **Disqualification.** 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 the next Song so that there are 50 Songs being awarded.

4. **SONG OF THE YEAR**

Song of the Year Award recognizes the Most Performed Song with the highest number of Spins that has at least one Eligible Writer who has an interest in it that is being licensed by ASCAP (“Song of the Year”). 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 that is being licensed by ASCAP in the Song of the Year.

5. **MOST STREAMED SONGS**

Each Most Performed Song that appeared in Billboard Magazine’s 2019 Year-End Chart for “Streaming Songs” (the “Billboard Streaming Chart”) will also be recognized as a “Most Streamed Song” (each a “Most Streamed Song”). Awards for Most Streamed Song are presented to each Eligible Member with an interest that is being licensed by ASCAP in each applicable Most Streamed Song.

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

Most Streamed Song of the Year Award recognizes the Most Streamed Song with the highest rank on the Billboard Streaming Chart (“Most Streamed Song of the Year”). 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 that is being licensed by ASCAP 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 that is being licensed by ASCAP. 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 that is being licensed by ASCAP. 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 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

The Independent Publisher of the Year Award recognizes the Independent Publisher (as defined below) who has an interest in the greatest number of Most Performed Songs (the “Independent Publisher of the Year”), determined in accordance with this Section 9.

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.

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. 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.

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. In the event that the Independent Publisher with the highest point total is recognized as the Publisher of the Year, then the Independent Publisher of the Year Award will be awarded to the Independent Publisher with the second highest point total.

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. 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>.

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. As a result of the global COVID-19 pandemic, all matters regarding rules and dates for the 37th Annual ASCAP Pop Music Awards are subject to change based on Federal guidelines, state and local government orders and best practices that affect ASCAP's operations.

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. Award recipients for the 37th Annual ASCAP Pop Music Awards will be invited to participate in a virtual awards celebration on ASCAP's social media platforms to be conducted between June 17, 2020 and June 18, 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 June 18, 2020.

13. 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.

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>.