

ASCAP RHYTHM & SOUL MUSIC AWARDS
OFFICIAL RULES AND REGULATIONS
2018

The 31st Annual ASCAP Rhythm & Soul Music Awards will be held on June 21, 2018. These Official Rules and Regulations (the "Rules") govern the ASCAP Rhythm & Soul 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 Works") eligible for Awards consideration are those musical compositions that are in the ASCAP Repertory (as defined below), as of May 11, 2018 (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 being licensed by ASCAP. However, a musical composition shall not be an Eligible Work 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, "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 (1) resigned from membership, or (2) 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 Writer with respect to any Eligible Work as of a given date, such ASCAP member or writer member of an Affiliated Society must be then licensing his, her or its interest in such Eligible Work through ASCAP for the territory of the United States as of such date.

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.

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 Work 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 Work 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; or (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 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. Change 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**

ASCAP will recognize as “Winning Songs” (each, a “Winning Song”) ASCAP’s highest-ranking songs (i.e., the Eligible Works underlying the sound recordings) (each, a “Charting Song”) that appeared on each of the following Billboard Magazine Year End Charts for calendar year 2017 (each, a “Chart”), determined according to the following methodology:

- ASCAP will recognize as a Winning R&B/Hip Hop Song each Charting Song that appears in positions one through 50 on the Billboard Magazine Year End Chart for Top R&B/Hip Hop Airplay Songs for calendar year 2017 (the “R&B/Hip Hop Chart”);
- ASCAP will recognize as a Winning Rap Song each Charting Song that appears in positions one through 15 on the Billboard Magazine Year End Chart for Rap Airplay Songs for calendar year 2017 (the “Rap Chart”); and
- ASCAP will recognize as a Winning Gospel Song each Charting Song that appears in positions one through 20 on the Billboard Magazine Year End Chart for Gospel Airplay Songs for calendar year 2017 (the “Gospel Chart”).

For the purposes of determining the Winning Songs, where two or more versions of songs (e.g., the original version, any remixes, etc.) have been merged together by Billboard Magazine for the purposes of a Chart, ASCAP will award the version that it determines was most responsible for such song’s position on such Chart.

Awards for Winning Songs are presented to each Eligible Member with an interest in each applicable Winning Song.

4. **TOP SONGS**

The highest ranking Winning Song (the “Top Songs”) on the R&B/Hip Hop Chart, the Rap Chart, and the Gospel Chart will be awarded the Top R&B/Hip Hop Song Award, the Top Rap Song Award, and the Top Gospel Song Award, respectively.

Awards for Top Songs are presented to each Eligible Member with an interest in each applicable Top Song.

5. SONGWRITER OF THE YEAR

The Songwriter of the Year Award recognizes the Eligible Writer who has written or co-written the greatest number of Winning Songs (the “Songwriter of the Year”). Each Eligible Writer is awarded one point for each Winning Song in which such Eligible Writer has an interest. If a Winning Song appears on more than one Chart, each Eligible Writer will receive only one point for each such Winning Song appearing on more than one Chart. 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 highest point total, then Awards for Songwriter of the Year shall be given to all such Eligible Writers so tied.

6. PUBLISHER OF THE YEAR

The Publisher of the Year Award recognizes the Eligible Publisher who has an interest in the greatest number of Winning Songs (the “Publisher of the Year”), determined in accordance with this Section 6. Each Eligible Publisher is awarded one point for each Winning Song in which such publisher has an interest. If a Winning Song appears on more than one Chart, each Eligible Publisher will receive only one point for each such Winning Song appearing on more than one Chart. 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.

7. 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>.

8. 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.

9. 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.

10. 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.

11. 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.

12. **HONOREE LIST**

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