



The ASCAP Foundation Official Awards General Rules and Regulations

1. **ACCEPTANCE OF TERMS & CONDITIONS:** By participating in The ASCAP Foundation Prize/Award identified on Schedule A attached hereto (the "Award"), you ("you" or "Entrant") hereby agree to be bound by and comply with: (a) the rules and regulations set forth herein and on Schedule A (collectively, "Rules"), (b) the interpretation of these Rules by The ASCAP Foundation, located at 250 West 57th Street, New York, New York 10107 (the "Foundation"), and (c) any decisions by the Foundation or the judges of the Award, which are final and binding in all respects. Entrant hereby acknowledges that he/she is bound to comply with these Rules, that any conduct not in compliance with these Rules will result in disqualification, and that the Foundation may take any legal action associated with such misconduct. Each Award, including any application submitted by an Entrant to participate in the Award (the "Application") (together with all information and materials provided by Entrant in connection with the Application and the Foundation's collection, use and disclosure of such information and materials), is subject to the terms and conditions relating to the access to and use of the Foundation website as set forth at <http://www.ascapfoundation.org/terms.aspx> (the "**Foundation Terms of Use**"), including the Foundation's privacy policy (available at <https://www.ascapfoundation.org/privacy>) (the "**Foundation Privacy Policy**"). Capitalized terms used but not defined herein shall have the meanings set forth in the applicable Schedule A.
2. **ELIGIBILITY:** Specific Eligibility Requirements are set forth on Schedule A. Judges of the Award or anyone involved in the Judging Procedure as set forth on Schedule A are not permitted to enter the Award. Employees, officers and directors of the Foundation, the American Society of Composers, Authors and Publishers ("ASCAP"), and any affiliated company, organization or entity, and their immediate family members, are not eligible to participate in the Award. For purpose of the foregoing, "immediate family" means parents, spouses, children, siblings or any members of the same households of such employees, officers and directors. For Entrants under the age of 18 (or the age of majority in the state or country of his or her residence), an Entrant's parent or guardian will be required to complete and submit an Application (together with any other Submission materials) on behalf of such Entrant. In addition, for Entrants under the age of 13, such Entrant's parent or guardian will be required to (a) complete and submit a paper application (together with any other Submission materials) on behalf of such Entrant and (b) give **Parental Consent** (as outlined below). Please review the **Foundation Privacy Policy** (available at <https://www.ascapfoundation.org/privacy>) for further information about the Foundation's collection and use of personal information of any personal information from children under the age of 13. The Foundation reserves the right to verify the eligibility of Award Recipients.
3. **PARENTAL CONSENT:** While the Foundation does not specifically target Entrants under the age of 13, we recognize that some Entrants may be under the age of 13 and want to provide a Submission. In accordance with the **Foundation Privacy Policy** (available at <https://www.ascapfoundation.org/privacy>), for all Entrants under the age of 13, we require additional consent from Entrant's parent or guardian ("**Parental Consent**") and the parent or guardian may be asked by the Foundation to verify he/she is the parent or guardian and able to provide a Submission on behalf of Entrant. To participate in the Award, an Entrant's parent or guardian will be asked to provide on the paper Application the Entrant's name, date of birth, place of birth, citizenship and music education and the parent or guardian's phone number, address and email address (collectively, "**Requested Information**"). The Requested Information will only be used internally by the Foundation to evaluate the Submission and will not be shared with third parties. The Foundation will not request or require an Entrant under the age of 13 to provide more information that is necessary for the Entrant to participate in the Award. Further, as the parent or guardian you may: (a) review the Requested Information, (b) direct the Foundation to delete the Requested Information, and (c) refuse to allow any further collection of the Requested Information. To exercise any of these rights as a parent or guardian please contact Cia Toscanini at concertmusic@ascap.com or any other Foundation representative set forth in Schedule A.
4. **APPLICATION PERIOD:** The Application Period is set forth on Schedule A.
5. **SUBMISSIONS & JUDGING.** To be considered for the Award, eligible Entrants must provide the Submission as specified in the Submission Requirements set forth on Schedule A. If the Submission has more than one writer, then

all writers must agree and consent to participate in the Award process, and each will be deemed an Entrant subject to the eligibility requirements set forth in the Rules. Entrants must provide all required information as set forth in Schedule A in order to be considered for the Award. Unless expressly set forth on Schedule A, submissions will not be returned to Entrants. Any attempt by any Entrant to submit more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method may void all of that Entrant's entries and that Entrant may be disqualified at the Foundation's discretion. Entries specifying an invalid, non-working, or inactive phone number and/or email address may be disqualified and ineligible to receive the Award.

6. **SUBMISSION RESTRICTIONS/REPRESENTATIONS & WARRANTIES:** Each Entrant (or, if applicable, their parent or guardian) represents and warrants that his/her Submission: (a) does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights; (b) does not reference any third party unless the third party has expressly consented in writing to being referenced in the Submission; (c) does not contain images or artwork not created by Entrant or his/her co-authors; (d) does not contain material that is determined to be inappropriate, indecent, obscene, hateful, discriminatory, tortious, defamatory, or libelous; and (e) does not contain material that is unlawful, in violation of or contrary to the laws or regulations in the United States, the State of New York and/or any other state or country where Submission is created. Each Entrant further represents and warrants that all information submitted in connection with the Submission is true, complete and accurate. Each parent or guardian that completes and submits the Submission on behalf of Entrant represents and warrants that he/she (x) is consenting to the collection of the information about the Entrant contained in the Submission (and, if his/her child is under age 13, is giving Parental Consent), (y) completed and submitted the Submission on behalf of Entrant and (z) has the right and authority to submit the Submission on behalf of Entrant. The Foundation reserves the right to disqualify any Submission for any reason whatsoever in its sole discretion, including, without limitation, based upon a determination that such Submission may violate or violates any representation or warranty set forth herein. By submitting a Submission, each Entrant acknowledges and agrees that he or she has read, and agrees to bound by, these Rules and the Foundation Terms of Use.
7. **SELECTION OF AWARD RECIPIENTS AND PRIZES.** Each eligible Submission will be judged and recipients of the Award (each, an "Award Recipient") will be selected in accordance with the Judging Procedures and Criteria as set forth on Schedule A. If applicable and as set forth in Schedule A, Award Recipients will receive the Prizes, and recognition at an Award Ceremony, if applicable, as determined in the Foundation's sole discretion. All Prizes exclude any and all associated costs, including, without limitation, travel, lodging, food and related and/or associated expenses that may be required or incurred in connection with receiving the Prizes and attending any Award Ceremony. Attendance of any Award Ceremony (if applicable) is optional but highly encouraged. Award Recipients are responsible for making all travel arrangements associated with attending any Award Ceremony (if applicable), including obtaining all necessary travel documents and all forms of insurance, including travel insurance. All other costs and expenses not specified herein, if any, are the responsibility of Award Recipients. The Foundation reserves the right to change specifications of, or to substitute, the Prizes, or to reschedule or cancel any Award Ceremony (if applicable), at any time without incurring any liability or other obligations. All Prizes and any Award Ceremony details (if applicable) are at the sole discretion of the Foundation. No transfer of the Prizes to a third party is permitted. All federal, state, local and other tax obligations arising from participation in this Award, including, without limitation, winning and receiving the Prizes, will be the sole responsibility of Award Recipients.
8. **ANNOUNCEMENT.** Award Recipients will be notified by no later than the Notification Date set forth on Schedule A, via either e-mail or phone as specified on the Submission. If the potential Award Recipients cannot be contacted within seventy-two (72) hours of sending the initial e-mail message or leaving a voicemail, such persons may be disqualified, and Entrants with the next highest score or evaluation will be selected as the alternate Award Recipients. The Foundation shall not be responsible for failed attempts to notify any potential Award Recipients. No responsibility is assumed by the Foundation for any phone calls, text messages and/or e-mails that fail to deliver or that are returned as undeliverable or for any other problems, omissions or technical malfunctions associated with any network, servers, computer equipment, software, applications, the Internet or any combination thereof.

POTENTIAL AWARD RECIPIENTS ARE SUBJECT TO VERIFICATION BY THE FOUNDATION, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE AWARD. AN ENTRANT IS NOT AN AWARD RECIPIENT OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED, INCLUDING THROUGH THE SUBMISSION OF THE REQUIRED DOCUMENTATION SET FORTH BELOW, AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

9. **ADMINISTRATION OF AWARD:** If, for any reason, the Award is not capable of being implemented as planned, the Foundation reserves the right at its sole discretion to cancel, terminate, modify or suspend this Award and select Award Recipients from entries received prior to the action taken or in such other manner as the Foundation may deem fair and appropriate. The Foundation's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The Foundation reserves the right at its sole discretion to disqualify any individual it finds to be: attempting to tamper with or undermine the entry process, any website affiliated with the Award and/or the legitimate operation of the Award; violating these Rules; or acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person.

The following applies only in the event there is an Award Ceremony associated with an Award: In the event any Award Recipient engages in behavior during any Award Ceremony that (as determined by the Foundation in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of the Foundation or any affiliated company or organization, or any of their services, products, trademarks, service marks, or logos, the Foundation reserves the right to remove such Award Recipient from such Award Ceremony with no further obligations or compensation whatsoever to such Award Recipient (which may, in the Foundation's sole discretion, result in such Award Recipient's disqualification and forfeiture of any (and/or all) Prizes).

10. **LOST OR CORRUPTED SUBMISSIONS:** The Foundation, ASCAP, any individual involved in the judging procedures as set forth on Schedule A, and any affiliated companies, organizations or entities assume no liability for, and Entrants hereby forever waive any rights to any claim in connection with, lost, late, incomplete, incorrect, stolen and/or illegible Submissions. The Foundation and any affiliated companies or organizations are not responsible for any incorrect or inaccurate information and assume no responsibility for any error, omission, deletion, defect, theft or destruction or unauthorized access to the Award.
11. **ERRORS:** The Foundation, ASCAP, any individual involved in the judging procedures as set forth on Schedule A, and any affiliated companies, organizations, or entities assume no liability and are not responsible for, and by participating in this Award. Entrants hereby forever waive any rights to, or any claim in connection with, errors and/or ambiguity: (a) in the Award; (b) in any related advertising or promotions of this Award; and/or (c) in these Rules. In the event of any ambiguity(s) or error(s) in these Rules, the Foundation reserves the right to modify these Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the Rules.
12. **INDEMNITY:** Each Entrant in this Award, including, without limitation, any Award Recipient ("Indemnitor"), agrees to indemnify, defend (at the option of the Foundation) and hold harmless the Foundation, ASCAP, any affiliated companies, organizations, or entities, and their respective directors, officers, employees, members, representatives, agents, successors and assigns, and any individuals involved in the judging procedures as set forth on Schedule A ("Indemnitees") from and against any claim, action, demand, suit, proceeding, loss, liability, damage, judgment, cost or expense, including without limitation any amounts paid in settlement, legal fees, disbursements and court costs, arising out of, resulting from or related to any breach or alleged breach by Indemnitor of any of the representations and warranties contained herein and for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, and participation in any activity related to this Award, including, without limitation, attendance at any Award Ceremony for receipt of any Prize.
13. **PUBLICITY/NOTIFICATIONS/PRIVACY:** Entrants agree that, except where prohibited by law, if selected as an Award Recipient, their names, photos, biographies and/or likenesses, performances, statements, and Submissions (the "Materials"), including, without limitation, any photos or video of any appearance or performance at any Award Ceremony, may be displayed, reproduced, distributed, publicized, broadcast or transmitted over any medium by the Foundation and any associated company or organization for reporting and promotional purposes in perpetuity in connection with the Award, without any additional compensation, consideration, permission, or notification. Entrants further acknowledge and agree that Foundation may contact Entrants using any and all information provided by or on behalf of Entrant to Foundation in connection with the Application or otherwise for the purpose of notifying Entrants of additional promotions and Awards, together with the rules and eligibility criteria associated therewith. Subject to and without limiting the foregoing, information collected from Entrants is subject to the Foundation's Privacy Policy, which can be found at <http://www.ascapfoundation.org/privacy.aspx>.

14. **RELEASES:** Entrants further release the Indemnitees, from any and all liability, claims, or actions in connection with: (a) Entrants' acceptance, possession, use or misuse of the Prizes, and participation in any activity related to this Award, including, without limitation, attendance at any Award Ceremony (if applicable); and (b) the display, reproduction, distribution, publication, broadcast or transmission, or otherwise exploitation as provided for herein of the Materials or any portion thereof, including without limitation, any claim for copyright infringement, trademark infringement, defamation, slander, invasion of privacy, or infringement of rights of publicity.
15. **REQUIRED DOCUMENTATION:** Except where legally prohibited, potential Award Recipients may be asked to sign and return certain documentation at the request of the Foundation, including, without limitation, an Affidavit of Eligibility & Release ("**Required Documentation**"), certifying, among other things, authorship of the Submission and eligibility to enter the Award. Required Documentation is subject to verification by the Foundation. If a potential Award Recipient fails to sign and return the Required Documentation within the required time period, such potential Award Recipient will be deemed to have forfeited any applicable Prize, and the Entrant with the next highest score and evaluation will be selected as an alternate potential Award Recipient.
16. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE FOUNDATION, ASCAP, ANY AFFILIATED COMPANIES, ORGANIZATIONS, OR ENTITIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, OR ANY INDIVIDUALS INVOLVED IN THE JUDGING PROCEDURES AS SET FORTH ON SCHEDULE A, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE AWARD, TRAVEL ASSOCIATED WITH THE AWARD, USE/MISUSE OF ANY PRIZE, OR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RELATED TO ANY PART OF THIS AWARD. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
17. **DISCLAIMER OF WARRANTIES:** THE AWARD AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE EXCLUSIONS.
18. **DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION:** Entrant waives all rights to trial in any action or proceeding instituted in connection with these Rules and/or this Award. Any controversy or claim arising out of or relating to these Rules and/or this Award shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted in the State of New York, in the City of New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. This Award is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations. All issues concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Entrant and the Foundation in connection with this Award, shall be governed by and construed in accordance with, the laws of the State of New York, U.S.A., without giving effect to the conflict of laws rules thereof. Any matters or proceedings not subject to arbitration as set forth in these Rules and/or for entering any judgment on an arbitration award shall take place in the federal and/or state courts of the State of New York, New York County.
19. **AWARD RECIPIENT LIST AND TERMS & CONDITIONS:** For a copy of the Rules or the name of the Award Recipients, please email Cia Toscanini at: concertmusic@ascap.com.

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SCHEDULE A

The ASCAP Foundation Herb Alpert Young Jazz Composer Awards

The specific details and requirements of The ASCAP Foundation Herb Alpert Young Jazz Composer Awards (the "Award") are set forth below. Entry into the Award is subject to The ASCAP Foundation Official Awards General Rules and Regulations (the "Rules"). To the extent not specifically defined below, all capitalized terms have the meaning set forth in the Rules.

About the Award	The Award is granted annually to encourage talented young jazz composers during the earliest stages of their careers. The Herb Alpert Foundation (the " <u>Foundation</u> "), a non-profit, private foundation established in the late 1980s, makes significant annual contributions to a range of programs in the fields of arts, arts education and compassion and well-being. Its funding is directed toward projects in which Herb and Lani Alpert and the Foundation president, Rona Sebastian, play an active role.
Eligibility Requirements	<p>The Award is open to young composers (each, an "<u>Entrant</u>") who have <u>not</u> reached their 30th birthday by <u>December 31, 2018</u>. Entrants must also be, at the time of entry, a U.S. citizen, permanent resident or enrolled student with a valid and current U.S. student visa.</p> <p><u>Minor Applicants:</u> For Entrants under the age of 18 (or the age of majority in the state or country of his or her residence), such Entrant's parent or guardian will be required to complete and submit the Online Application (together with any other Submission materials) on behalf of such Entrant. In addition, for Entrants under the age of 13, such Entrant's parent or guardian will be required to (a) complete and submit a paper Application (together with any other Submission materials) on behalf of such Entrant and (b) give Parental Consent (as outlined in the Official Awards General Rules and Regulations).</p> <p><u>Co-Writers:</u> No co-written Submissions (as defined below) will be considered for this Award.</p> <p><u>Previous Recipients of Foundation Awards:</u> Previous recipients of any Foundation award other than this Award are eligible for consideration for the Award, but may only include in their Submission a work that was written <u>after</u> the work that was the subject of such previous award; however, previous recipients who have been awarded this Award a total of three or more times in past years shall not be eligible for consideration for this Award.</p>
Application Period	The " <u>Application Period</u> " begins on <u>October 24, 2018</u> , and ends at 5:00 p.m. Eastern Time on <u>December 15, 2018</u> . Hard copy materials must be postmarked no later than <u>December 15, 2018</u> .
Submission Requirements	<p>To be considered for the Award, Entrants (or, if applicable, their parent or guardian) must complete and submit either (1) an application (available at https://www.ascap.com/help/career-development/support/young-jazz-guidelines) (the "<u>Online Application</u>") or (2) for Entrants under the age of 13, a paper application available at (https://www.ascap.com/-/media/files/pdf/about/legal/awards-scholarships-rules/herb-alpert-paper-application.pdf) (as applicable, the "<u>Application</u>").</p> <p>In addition, Entrants (or, if applicable, their parent or guardian) must submit the following materials in hard copy to the Foundation (a) a bound score (copy, not original manuscripts) of <u>one</u> published or unpublished original work in the jazz genre (no arrangements) (the "<u>Score</u>") and (b) a print-out of the Online Application together with a composer biography for and list of works (the hard copy materials may optionally include a CD containing an electronic realization or recording of the work if the Online Application did not provide a URL from which such realization or recording may be streamed) (collectively sub-sections (1) and (2)(a)/(b) referred to as the "<u>Submission</u>").</p> <p>All Submission materials must separately bear the Entrant's name. If applicable, the CD must separately be marked with the name of Entrant, the title of the work and the names of the performers. When submitting recordings of multi-movements works, each movement must be on a separate track and marked clearly in the score and CD.</p> <p><u>Clearance of Rights:</u> For vocal compositions setting text or a translation of text, Entrants must provide evidence that the text or translation is either in the public domain or, if still protected, used with written permission from the author or translator or his or her respective representative (i.e., publisher or estate).</p> <p><u>Please send all hard copy materials (and inquiries) to:</u> Cia Toscanini, Vice President, Concert Music The ASCAP Foundation/Herb Alpert Young Jazz Composer Awards</p>

	<p>250 West 57th Street New York, NY 10107 Tel. 212.621.6329 • Email: jazz@ascap.com</p> <p>Return of hard copy materials: If you wish to have Submission materials returned to you, the Submission must be accompanied by a self-addressed envelope with an official postage meter stamp from the U.S. Post Office with sufficient postage. Regular postage stamps will not be accepted.</p>
Judging Procedures & Criteria	<p>Each eligible Submission will be judged by a panel of ASCAP composer members based on the significance and overall artistry and compositional elements of the musical work or composition. The judges are selected by the Foundation in its sole discretion. Decisions of the Foundation and/or judges (including the selection of Award Recipient(s)) will be final and binding in all respects.</p>
Prize and Award Ceremony	<p>In accordance with the Procedures and Criteria above, eligible Entrants will be selected as the Award Recipients and will receive a monetary prize (each, a "<u>Prize</u>"). The number of Award Recipients and the monetary distribution of the Prize resides within the sole discretion of the judges. The total value of the Prize to be shared among the Award Recipients shall be determined in the Foundation's sole discretion. At the sole discretion of the Foundation, an award ceremony may be held to recognize the Award Recipient, the place and time of such celebration determined in the Foundation's sole discretion (the "<u>Award Ceremony</u>").</p>
Notification Date of Award Recipients	<p><u>March 1, 2019</u></p>