The 2020 ASCAP Foundation Honors event celebration (the “Foundation Honors Virtual Event”) will be held on Tuesday, December 8, 2020 virtually, hosted on The ASCAP Foundation YouTube channel. These Official Rules and Regulations (the “Rules”) govern awards and scholarships awarded or issued at the Foundation Honors Virtual Event (individually and collectively, the “Awards”), including, but not limited to, eligibility, winner selection process, and award criteria. BY PARTICIPATING IN THE AWARDS PROCESS AND FOUNDATION HONORS VIRTUAL EVENT, ALL PARTICIPANTS (“PARTICIPANTS”) AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REGULATIONS AND THE DECISIONS OF THE ASCAP FOUNDATION, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. VOID WHERE PROHIBITED.

1. GENERAL ELIGIBILITY

A. Awards and Eligibility

At the Foundation Honors Virtual Event, The ASCAP Foundation provides and issues Awards that recognize and honor the achievements of emerging and established composers, songwriters and lyricists. Descriptions and eligibility requirements for specific Awards are available at https://ascapfoundation.org/programs-and-grants. The ASCAP Foundation may, in its sole discretion, delegate the selection of Award recipients to outside organizations or independent judges who are not members of The ASCAP Foundation. Any decision by The ASCAP Foundation or the applicable judges or selectors of any Awards are final and non-reviewable. The ASCAP Foundation is under no obligation to make available, issue or present any or all of the Awards on an annual basis. Information about past Award honorees is available at: https://www.ascapfoundation.org/programs/awards.

B. Special Awards

The ASCAP Foundation in its sole discretion reserves the right to present Special Awards to composers, songwriters, lyricists and/or others to honor them for special achievements and contributions to music and to enhance the production value of the virtual event. Special Awards are determined by the Foundation Honors Virtual
Event producers and The ASCAP Foundation management. The ASCAP Foundation is under no obligation to present such Special Awards on an annual basis.

2. **DECISIONS ON AWARDS NOT REVIEWABLE**

   Determination as to the winners or recipients of any of the Awards by The ASCAP Foundation (or any organization or individual to whom The ASCAP Foundation has delegated the selection or designation of Award recipients) will be final and non-reviewable.

3. **AWARDS RECOGNITION**

   The Awards will be presented or issued virtually on The ASCAP Foundation YouTube channel, premiering December 8, 2020 and to remain online indefinitely or until The Foundation determines a final date of removal at The ASCAP Foundation’s sole discretion. The manner and means by which Awards will be presented or issued will be during the virtual presentation at The ASCAP Foundation’s sole discretion and include a presentation of an applicable Award to a Participant virtually or the presentation or issuance of a physical representation of the applicable Award via plaque, statuette or other tangible form. Awards shall have no cash value unless, otherwise specifically stated in an applicable Award eligibility rules and description, which may be changed, modified or amended at The ASCAP Foundation’s discretion.

4. **GENERAL CONDITIONS**

   Attendance at the Foundation Honors Virtual Event is open access through an invite with a reserved link or by internet on YouTube. The ASCAP Foundation reserves the right in its sole discretion to cancel the Foundation Honors Virtual Event, or to not give or issue any specific Award described herein, at any time for any reason or no reason. The ASCAP Foundation’s failure to enforce any term of these Rules shall not constitute a waiver of that provision.

5. **LIMITATION OF LIABILITY; DISPUTES**

   By participating in the Awards, each Participant acknowledges and agrees that The ASCAP Foundation, its 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 Celebration or in any Awards-related activity; and (2) any claims based on publicity rights, defamation or invasion of privacy.

   Except where prohibited, each Participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with the Awards or any
award, prize or scholarship 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 any Participant be entitled to receive, and such Participant
hereby waives 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 Participants and The
ASCAP Foundation 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.