



The ASCAP Foundation Herb Alpert Young Jazz Composer Awards

The specific rules and requirements of The ASCAP Foundation Herb Alpert Young Jazz Composer Awards (the "Award"), including but not limited to, eligibility, winner selection process, and award criteria, are set forth below (the "Award Requirements"). These Award Requirements are supplemented by the general rules and regulations attached as Schedule A (the "General Terms" and collectively with the "Award Requirements", the "Official Rules"), which are incorporated by reference. By participating in the Award process, all entrants agree to be bound by these Official Rules and the decisions of The ASCAP Foundation (the "Foundation") and the American Society of Composers, Authors and Publishers ("ASCAP"), which are final and binding in all respects. To the extent not specifically defined below, all capitalized terms have the meaning set forth in the General Terms.

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, 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>To be eligible for participation in the Award, an entrant must be, at the time of entry, (a) at least 13 years of age; and (b) a U.S. citizen, permanent resident or enrolled student with a valid and current U.S. student visa (each, an "<u>Entrant</u>"). Entrants must also be under the age of 30 as of December 15, 2020.</p> <p>Minor Applicants: If an Entrant is under the age of majority in their state, district, or territory of residence at the time of entry, such Entrant's parent or guardian will be required to complete and submit the Online Application (as defined below) on such Entrant's behalf, and sign and submit a copy of the Parental Consent form available at https://www.ascap.com/-/media/files/pdf/about/legal/awards-scholarships-rules/herb-alpert-consent-form.pdf.</p> <p>Previous Recipients of Foundation Awards: Previous recipients of any Foundation award other than this Award are eligible for consideration for the Award, but may only include in their Submission (as defined below) 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 a prize for the Herb Alpert Young Jazz Composer Awards a total of three or more times in past years shall not be eligible for consideration for this Award.</p> <p>One (1) Submission per Entrant. If multiple Submissions are received by the same Entrant, only the first Submission entered by that Entrant will qualify for entry into the Award; subsequent Submissions entered by that Entrant shall be disqualified.</p>
Application Period	The " <u>Application Period</u> " begins on November 6, 2020 , and ends at 5:00 p.m. Eastern Time on December 15, 2020 . Completed hard copy Parental Consent forms must be received by December 31, 2020 , as applicable.

<p>Submission Requirements</p>	<p>To be considered for the Award, Entrants must complete and submit an Online Application (available at https://www.ascap.com/help/career-development/support/young-jazz-guidelines) (the "Online Application") during the Application Period. The Online Application shall include: (a) a score (copy, not original manuscripts) of <u>one</u> published or unpublished original work in the jazz genre (no arrangements) (the "Score") and (b) an mp3 of an electronic realization or recording of the musical work ((a) and (b) collectively referred to as the "Submission"). If an Entrant is under the age of majority in their state, district, or territory of residence at the time of entry, such Entrant's parent or legal guardian must complete and submit the Online Application on such Entrant's behalf and download, complete, and return a copy of the signed Parental Consent form available at https://www.ascap.com/-/media/files/pdf/about/legal/awards-scholarships-rules/herb-alpert-consent-form.pdf to the email or physical address set forth below (as applicable, the "Application").</p> <p>The Submission must be entirely Entrant(s)' original work (e.g. no sampling, etc.) written in 2018 or later. The Submission is not required to include lyrics, but if lyrics are included, the lyrics must be entirely Entrant(s)' original lyrics. No co-written Submissions will be considered for this Award.</p> <p>All uploaded Submission materials must separately bear the Entrant's name.</p> <p>Clearance of Rights: 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 the relevant representative (i.e., publisher or estate).</p> <p>Please send all hard copies of Parental Consent forms, materials (and inquiries) to: Cia Toscanini, Vice President, Concert Music The ASCAP Foundation/Herb Alpert Young Jazz Composer Awards 250 West 57th Street New York, NY 10107 Tel. 212.621.6329 • Email: jazz@ascap.com</p>
<p>Judging Procedures & Criteria</p>	<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>
<p>Prize and Award Ceremony</p>	<p>In accordance with these Award Requirements, eligible Entrants will be selected as the Award Recipients and will receive a monetary prize (each, a "Prize"). 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 "Award Ceremony").</p>
<p>Notification Date of Award Recipients</p>	<p>The "<u>Notification Date</u>" is March 1, 2021</p>

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION. Void where prohibited by law and outside the fifty (50) United States and District of Columbia and Puerto Rico. This Award is subject to all federal, state and local laws, regulations, and ordinances.

SCHEDULE A

The ASCAP Foundation Official Awards General Rules and Regulations

1. **ACCEPTANCE OF TERMS & CONDITIONS:** By participating in any of The ASCAP Foundation prizes/awards that references these Official Awards General Rules and Regulations (each, an "Award"), you ("you" or "Entrant") hereby agree to be bound by and comply with: (a) the these Official Awards General Rules and Regulations (and together with any specific Award Requirements, the "Official Rules"), (b) the interpretation of the Official Rules by The ASCAP Foundation, located at 250 West 57th Street, 12th Floor, 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 Entrant is bound to comply with the Official Rules, that any conduct not in compliance with the Official 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 process (each, an "Application", and together with all information and materials provided by Entrant in connection with the Application and the Award process, a "Submission"), 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 Award Requirements for the applicable Award.
2. **ADDITIONAL ELIGIBILITY REQUIREMENTS:** Judges of the Award or anyone involved in the judging procedure as set forth in the Award Requirements are not permitted to enter or win 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 between the age of 13 and 18 (or the age of majority in the state, district, or territory of Entrant's residence, if older) at the time of entry, such Entrant's parent or legal guardian will be required to complete and submit an Application (together with any other Submission materials) on behalf of such Entrant as well as a **Parental Consent** (as outlined below). Please review the **Foundation Privacy Policy** (available at <https://www.ascapfoundation.org/privacy>). The Foundation reserves the right to verify the eligibility of Award Recipients.
3. **PARENTAL CONSENT:** For Entrants between the age of 13 to 18 (or the age of majority in the state, district, or territory of Entrant's residence, if older) ASCAP requires additional consent from such Entrant's parent or legal guardian as set forth herein ("Parental Consent"), and the parent or legal guardian may be asked by the Foundation to verify their parenthood or guardianship and their ability to submit an application (together with any other Submission materials) on behalf of Entrant.
4. **SUBMISSIONS & JUDGING.** Entrants must provide all required information as set forth the Award Requirements in order to be considered for the Award. Unless expressly set forth in the Award Requirements, 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 (postal or email) 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.
5. **SUBMISSION RESTRICTIONS/REPRESENTATIONS & WARRANTIES:** Each Entrant (or, if applicable, their parent or guardian) represents and warrants that their 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, and Entrant can and will produce such written consent to the Foundation upon request; (c) does not contain images or

artwork not created by Entrant or any 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 such parent or guardian (x) is consenting to the collection of the information about the Entrant contained in the Submission and the Parental Consent, as relevant, (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 such Entrant has read, and agrees to bound by, these Rules and the Foundation Terms of Use.

6. **SELECTION OF AWARD RECIPIENT(S) AND PRIZE(S).** 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 in the Award Requirements. Award Recipients will receive the Prizes (to be shared equally among all co-writers or other co-submitters identified in connection with the Submission, if applicable), 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.
7. **ANNOUNCEMENT.** Award Recipients will be notified no later than the Notification Date 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.

8. **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 the Official 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 the Official 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).

9. **LOST OR CORRUPTED SUBMISSIONS:** The Foundation, ASCAP, any individual involved in the judging procedures as set forth in the Award Requirements, and any of their 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, ASCAP and any of their 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.
10. **ERRORS:** The Foundation, ASCAP, any individual involved in the judging procedures as set forth in the Award Requirements, and any of their 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 the Official Rules. In the event of any ambiguity(s) or error(s) in the Official Rules, the Foundation reserves the right to modify the Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the Official Rules.
11. **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 in the Award Requirements ("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.
12. **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 other information contained in their 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, ASCAP and any of their respective affiliated companies, organizations, or entities 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 available at <https://www.ascap.com/help/legal/privacy-policy>.
13. **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.

14. **REQUIRED DOCUMENTATION:** Except where legally prohibited, potential Award Recipients (including all cowriter(s) of the musical work or composition, or other work or material, that is submitted for the Award) 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 (including any co-writer(s) of the musical work or composition, or other work or material, that is submitted for the Award) 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.
15. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE FOUNDATION, ASCAP, ANY OF THEIR RESPECTIVE 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 IN THE AWARD REQUIREMENTS, 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.
16. **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.
17. **DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION:** Except where prohibited, Entrants agree that:
(a) any and all disputes, claims and causes of action arising out of or connected with the Official Rules and/or this Award 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; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Award process but in no event attorneys' fees, and not to exceed twenty dollars (\$20); and (c) under no circumstances will any Entrant 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 the Official Rules, or the rights and obligations of Entrants, the Foundation and ASCAP in connection with the Official Rules and/or this Award, 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.
18. **AWARD RECIPIENT LIST AND TERMS & CONDITIONS:** For a copy of the Official Rules or the name of the Award Recipients, please email Malaika Alvaro at malvaro@ascap.com.

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