

2022 SOCAN SONGWRITING PRIZE OFFICIAL RULES (the “Rules”)

I. INTRODUCTION

The Sponsor of the SOCAN Songwriting Prize is the Society of Composers, Authors and Music Publishers (“SOCAN” or the “Sponsor”). *The songs to be nominated for the Competition shall reflect the SOCAN Songwriting Prize Mission Statement: **To honour the most creative and artistic songs of the past year created by emerging songwriters in Canada.***

Here’s how it works. All genres of music are considered and an entry fee is not required. Songwriters or their representatives do not submit songs – to be considered they must be nominated by one of two independent panels from the Canadian music scene. One panel will nominate French-language songs and the other panel will nominate Non-French-language songs.

A shortlist of ten (10) French-Language songs and ten (10) Non-French-Language songs will be nominated from a list of songs submitted by the Panels. The shortlists will be announced on www.socansongwritingprize.ca (English) and www.prixchansonsocan.ca (French) on **May 31, 2022**. Once the Panels’ nominations are in, the public will have **one (1) week** in which to vote online for their favourite songs from each shortlist. There will be two (2) Grand Prizes awarded in relation to this Competition, as follows: (i) one (1) Grand Prize to the writer(s) of the winning French-language song; and (ii) one (1) Grand Prize to the writer(s) of the winning Non-French-language song. Each Grand Prize consists of: (i) \$5,000.00 CAD (payable in the form of a cheque), (ii) a Yamaha workstation or reasonable substitution at Yamaha's discretion, and (iii) \$500.00 CAD gift card from Long & McQuade (subject to the terms and conditions of the issuer). The total approximate retail value of each Grand Prize is \$7,500.00 CAD. There will be eighteen (18) Nominee Prizes, each consisting of (i) \$500.00 CAD (payable in the form of a cheque), and (ii) \$50.00 CAD gift card from Long & McQuade (subject to the terms and conditions of the issuer) awarded in relation to this Competition to the Nominee for each Nominated Song that does not win the Grand Prize.

Please read the Rules carefully as some restrictions apply. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

For Nominees, click [here](#).

For Panelists, click [here](#).

For Online Voters, click [here](#).

II. ADDITIONAL DEFINITIONS

“**Category**” means one of: Nominated Non-French Language Songs or Nominated French-Language Songs.

“**Certified Gold**” means ‘Certified Gold’ as defined by Music Canada.

“**Competition**” means the 2022 SOCAN Songwriting Prize competition.

“**Eligibility Period**” means the period of **January 1, 2021 to December 31, 2021** during which a song must have been released to be considered for nomination by a Panel.

“**Eligible Song**” means a song that has been either released to the general public via commercial retail or online access within the Eligibility Period.

“**Eligible Vote**” means an online vote that fully complies with the Rules.

“**Finalist Songs**” means the ten (10) Nominated Songs from each Category selected by a Panel for online public voting.

“**French-Language Song**” means a song that meets the criteria described in paragraph 2.3 of Section III of the Rules.

“**Grand Prize**” means the prizes listed above to the winners of the 2022 SOCAN Songwriting Prize.

“**Ineligible Song**” means a song that does not fully comply with the Rules.

“**Ineligible Vote**” means an online vote that does not fully comply with the Rules.

“**Instrumentals**” means songs without any lyrics whatsoever.

“**Nominated Song**” means a song selected by one of the Panels for entry in the SOCAN Songwriting Prize online voting process.

“**Nominee**” means one or more songwriters whose song has been classified as a Nominated Song by a Panel.

“**Nominee Prize**” means the prizes listed above awarded to the Nominees who have agreed to have their Nominated Song entered into the Competition and that do not win the Grand Prize.

“**Non-French-Language Song**” means a song that meets the criteria described in paragraph 2.4 of Section III of the Rules.

“**Panels**” means the French-Language Song Panel and the Non-French-Language Song Panel.

“**Panelist**” means an individual member of one of the Panels selected by SOCAN.

“**Prize(s)**” means the Grand Prize(s) and Nominee Prize(s).

“**SSPL**” means the SOCAN Songwriting Prize Liaison.

“**Website**” means each of the SOCAN Prize websites found at www.socansongwritingprize.ca (English) and www.prixchansonsocan.ca (French).

“**Winning Entrant**” means the Nominee of a Winning Song.

“**Winning Song**” means either: (i) the nominated French-Language Song that receives the most Eligible Votes; or (ii) the nominated Non-French-Language Song that receives the most Eligible Votes; or (iii) in the case of a tie, a song voted to be a Winning Song by a Panel.

III. FOR NOMINEES

1. General

- 1.1. **Nomination** There is no submission process for a song to become nominated. Songs are nominated by Panelists. Nominees will be notified accordingly. The Songwriter(s) of a song that is nominated who prefers that his/her song **not** be entered for the Competition, and therefore would not be eligible to win the Nominee Prize, can advise if and when contacted. Nominees and their Nominated Songs will be posted on the Website beginning on or about **May 31, 2022**.
- 1.2. **Voting** Following nominations and once Nominees have consented to entry for the Competition, Nominees and their Nominated Songs will be posted on the Website for online voting for a period of one (1) week, following which the public online voting period will begin. Details concerning the online voting process can be found below in “Section V. For Online Voters.”
- 1.3. **Winning Songs** The one (1) nominated French-Language Song AND the one (1) nominated Non-French-Language Song that each receives the most Eligible Votes in the applicable Category will each be a Winning Song for that Category.
- 1.4. **Ties** In the event of a tie (Nominated Songs that receive the same number of Eligible Votes in a given Category), the applicable Panel will vote to determine the Winning Song for that Category from among all such Nominated Songs that were tied.

- 1.5. **Rights** Prior to being confirmed as Nominees, Nominees will be required to consent to the Nominated Song's inclusion in the Competition. By consenting, the Nominee will grant to the Sponsor and agree to obtain for the Sponsor, without additional payment or restrictions, the rights and licenses specified herein. The Nominee will be required to expressly consent to Sponsor's use of all of the information about the Nominee and his/her song gathered in connection with the Competition for the purpose of its operation.
- 1.6. **Consent for Minors** Before a nomination is made official, any potential Nominee who has not reached the legal age of majority in his/her province or territory of residence will be required to supply proof (in a form and substance satisfactory to the Sponsor) that his/her parental/legal guardian: (i) agrees to be legally bound by these Rules on the minor's behalf; (ii) consents to the minor's participation in this Competition; and/or (iii) consents to the collection, use and disclosure of the minor's personal information. Failure of a minor's parent/legal guardian to complete any such actions to the complete satisfaction of the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the minor.
- 1.7. **Termination** The Sponsor, in its sole discretion, may: (i) terminate the Competition without awarding one or more of the Prizes, (ii) extend the deadlines to allow additional time for nominations, or (iii) take such other action as deemed fair and appropriate by the Sponsor, consistent with legal requirements and the nature of the Competition. The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Competition mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any individual or any materials with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, may affect the proper administration of the Competition as contemplated in these Rules, or for any other reason. The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Competition (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Competition as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Competition in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Competition, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.
- 1.8. **Applicable Laws** The Rules are subject to all applicable Canadian federal, provincial and municipal laws, as well as the rules adopted in view of said laws, and are binding on all participants.
- 1.9. **Interpretation** Any additional interpretations of the Rules or decisions in connection with the Competition shall be at the sole discretion of the Sponsor. All rulings are final and binding without right of appeal. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

2. Eligibility Criteria

- 2.1. **General Criteria** All genres of music are considered. Songs are nominated on the basis of artistic merit. Nominations must be made consistent with the SOCAN Songwriting Prize Mission Statement (as outlined above).
- 2.2. **Specific Criteria** To be eligible, a song must be nominated by one of the two Panels and satisfy **all** of the criteria below:
- i. **Originality** Without limiting the generality of section III, paragraph 2.2(vii), the song must be original. No covers, remixes, mash-ups, arrangements, re-issues, adaptations or re-interpretations of any kind will be eligible. Both music and lyrics must be original to the songwriter(s) nominated and may not be based on a song, music, story or other source not created and owned entirely by the nominated songwriter(s) or the others in the band/group.
 - ii. **Eligibility Period** The song must have been released to the general public during the Eligibility Period.
 - iii. **Citizenship** The song must be created by a songwriter who is a citizen, landed immigrant or legal resident of Canada during the Eligibility Period. In the case of a song that is written by more than one songwriter, the writer with the largest individual share in the song must be a citizen, landed immigrant or legal resident of Canada during the Eligibility Period.
 - iv. **PRO Affiliation** The song must be created by a songwriter who is either a member of SOCAN or not affiliated with any performing rights organization during the Eligibility Period and up to and including the time of Prize fulfilment. In the case of a song that is written by more than one songwriter, the writer with the largest individual share in the song must be either a SOCAN member or not affiliated with any performing rights organization during the Eligibility Period and up to and including the time of Prize fulfilment.
 - v. **Samples** All samples in the song must be cleared by the songwriter.
 - vi. **Grammy-Nominated Songwriters** The song cannot be entirely written by a person or persons who have been nominated for a Grammy award. The song can be written, in part, by a person or persons who have been nominated for a Grammy award so long as their writer share in the song does not exceed 33% of the total writer shares available.
 - vii. **Previous winners of the SOCAN Songwriting Prize are not eligible** The previous years' winners cannot be nominated again for the SOCAN Songwriting Prize unless their contribution to a Nominated Song is less than 25%.
- 2.3. **French-Language Songs** To be eligible for nomination as a French-Language Song, a song must:
- i. have been recorded with French-Language lyrics; and
 - ii. meet all other criteria in the Rules to be eligible, with the exception of the criteria for Non-French-Language Songs.

- 2.4. **Non-French-Language Songs** To be eligible for nomination as a Non-French-Language Song, a song must:
- i. have been written and recorded with Non-French-Language lyrics; and
 - ii. meet all other criteria in the Rules to be eligible, with the exception of the criteria for French-Language Songs.
- 2.5. **Songs That Meet Both Criteria** In the event that a song meets the criteria for a Non-French-Language Song and a French-Language Song, the Panels will have sole discretion to elect the Category in which a song is nominated, if at all. A song can be nominated in one (1) Category only.
- 2.6. **Artists That Meet Both Criteria** In the event that an artist meets the criteria for the Non-French-Language category and the French-Language category with two (2) different songs the artist will be eligible to participate in both categories.
- 2.7. **Instrumentals** Instrumentals are eligible for nomination subject to all criteria herein. The Panels will have sole discretion to determine the Category in which such songs are nominated, if at all.
- 2.8. **Ineligible Songs** Songs that do not fully comply with the Rules (as determined by the Sponsor in its sole and absolute discretion) are ineligible. As well, the Sponsor, its agents, employees, officers, directors, affiliates, vendors, contractors, resellers and advertising agencies and their respective agents, employees, officers, directors, and Panelists and their immediate families and those with whom they reside (whether related or not), are ineligible as Nominees. For the purpose of these Rules, immediate family is defined as spouse, common-law partner, mother, father, legal guardian, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.

3. Prizes

- 3.1. **Prizes** There will be two (2) Grand Prizes available to be awarded as outlined above – with one (1) Grand Prize being available to be awarded in relation to each of the two (2) Winning Songs (one (1) Winning Song per Category). There will be eighteen (18) Nominee Prizes available to be awarded as outlined above, namely to each Nominee that agrees to enter the Competition and does not win a Grand Prize. Prizes will be awarded within thirty (30) days of the Nominee signing and returning the Sponsor's form of Declaration and Indemnity in the form described below within fourteen (14) days of notification. Any Prize or component thereof that must be shipped to a Winning Entrant or Nominee may be delivered in excess of thirty (30) days of returning the Sponsor's form of Declaration and Indemnity. The Sponsor has no responsibility for shipping delays.
- 3.2. **Notification** As outlined above, Nominees and their Nominated Songs will be posted on the Website beginning on **May 31, 2022**. It is anticipated that the name of the Winning Songs and the Winning Entrants will be posted on the Website at the latest by **5:00 p.m. Eastern Time on July 31, 2022**. Please do **not** call SOCAN to check on the voting status of a song or songs. Winning Entrants will be notified via the Website and by telephone and/or e-mail, pursuant to the contact information the Sponsor may have for Winning Entrants. The Sponsor or its designated representative will contact each potential Winning Entrant by telephone and/or email prior to the date on which the name of the Winning Songs and Winning Entrants are posted on the Website. If the eligible Winning Entrant cannot be contacted within 72 hours, or if there is a return of any notification as undeliverable, then he/she may, in the sole and absolute discretion

of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Winning Entrant with the next highest number of Eligible Votes in the applicable Category from among all remaining Nominated songs submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly eligible Winning Entrant).

- 3.3. **Winner's Reception.** The Winning Entrant agrees to participate in a winner's reception held by the Sponsor. The winner's reception may include a performance, meet and greet, photo opportunity, question and answer session, and/or autograph signing, to be negotiated between the Winning Entrant and Sponsor.
- 3.4. **Multiple Songwriters** If multiple songwriters make up the Nominee or the Winning Entrant, the applicable Prize will be awarded to one individual member of the Nominee or the Winning Entrant. In such circumstances, it is the responsibility of the members of the Nominee or the Winning Entrant to allocate the Prize as they see fit. The Sponsor has no responsibility to ensure that such allocation is made or that it is equitable and accepts no liability whatsoever in this or any other regard.
- 3.5. **Likelihood of Award** The likelihood of being awarded one of the Grand Prizes depends on the number and caliber of Eligible Songs and is based on being selected by one of the Panels as one (1) of the ten (10) songs on the shortlist for each Category, and subsequently receiving the highest number of Eligible Votes for that Category. The remaining nine (9) Nominees in each Category who do not win the Grand Prize will each be awarded a Nominee Prize.
- 3.6. **No Substitutions** No prize substitutions are allowed unless expressly authorized by the Sponsor. That said, Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize or prizes of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. The Sponsor makes no representation and offers no warranty, express or implied, as to the quality or fitness of a Prize or a component thereof awarded in connection with the Competition. To the fullest extent permitted by applicable law, each Nominee understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from the Sponsor nor any other individual or entity (including, but not limited to, the Released Parties, as defined below) should the applicable Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each Nominee agrees to waive all recourse against the Sponsor if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

4. Rights, Licences and Other Terms

- 4.1. **Waiver of Liability** Each Nominee, by allowing his/her song to be entered for the Competition, hereby agrees that the Sponsor, its agents, employees, officers, directors, affiliates, contractors, Panelists, and each of their successors and assigns (collectively, the "Released Parties"), are not liable for any injury, loss or damage of any kind resulting from participating in the Competition and/or from the acceptance or use or misuse of a Prize or portion thereof.
- 4.2. **Verification** The Sponsor reserves the right to verify eligibility qualifications of each Nominee and Nominated Song, including Winning Songs. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Competition; and/or (ii) for any other reason the Sponsor deems necessary, in its sole

and absolute discretion, for the purposes of administering this Competition in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

4.3. **Licence, Declaration and Indemnity** A Nominee shall agree to sign:

- i. a Licence granting the Sponsor, its agents, employees, officers, directors, affiliates, contractors, licensees, successors and assigns, and Panelists, the right to use his/her name and likeness for advertising and publicity purposes by or on behalf of the Sponsor without additional notice or compensation. Entry in the Competition constitutes a Nominee's agreement to sign and be legally bound by such licenses/releases. The Licence formalizes the grants described herein; and
- ii. a Declaration and Indemnity releasing the Released Parties, from any and all liability, claims, demands, and causes of action for personal injury and/or damage, theft, or loss suffered in connection with this Competition and/or the use, misuse or acceptance of a Prize or any portion thereof.

4.4. **Licences** By consenting to nomination of his/her song, each Nominee grants to the Sponsor, its agents, employees, officers, directors, affiliates, vendors, contractors, licensees, successors and assigns, its resellers and advertising agencies and their respective employees, officers, directors, and Panelists, the following rights and licences for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged:

- i. **Internet Posting** A non-exclusive, royalty-free licence to, throughout the world and in perpetuity, use, copy, perform and display (i) the Nominated Song's composition and recording, or any portion thereof; and (ii) all related information about the Nominated Song and the Nominee, and the likenesses of the Nominee (e.g. all of your band/group) on the Sponsor's websites, including, but not limited to, the Website, both now and in the future, to allow visitors to see the aforementioned likeness and hear and where applicable vote on Nominated Songs.
- ii. **Winning Songs** A non-exclusive, royalty-free licence to, throughout the world and in perpetuity, use, perform, copy and display a Nominated Song as a Winning Song, where applicable, both now and in the future, on the Sponsor's websites, including, but not limited to, the Website.

4.5. **Representations and Indemnity** By consenting to having a song entered in the Competition, Nominees represent having the authority, including all licences and intellectual property rights, to grant to the Sponsor each and every right and licence granted to the Sponsor for entry and participation in the Competition. A Nominee's consent to be considered for the Competition constitutes his/her/their agreement to release, defend, indemnify and hold harmless the Released Parties; from and against any claim, including, without limitation, copyright infringement or misappropriation arising from any acts or omissions in connection with the Competition or its operation.

IV. FOR PANELISTS

1. General

- 1.1. **Selection** Each Category will have one Panel assigned to it. Each Panel will be comprised of fifteen (15) Panelists. Panelists are individuals involved in the Canadian music industry. They are selected by SOCAN from across Canada from a variety of different backgrounds. Each Panelist is selected because he or she has a relevant music background. Panelist backgrounds are posted on the Website.
- 1.2. **Obligations** Each Panelist must enter two (2) Eligible Songs by emerging and independent Canadian songwriters to the SSPL by the deadlines described below. Panelists may only enter Eligible Songs for the Category to which they are assigned. The Eligible Songs entered must be consistent with the Mission Statement of the SOCAN Songwriting Prize (stated in the Introduction paragraph found in Section I of these Rules). The Eligible Songs entered must also meet **all** of the required criteria as set out herein.
- 1.3. **Rules** Panelists are required to carefully read and understand all of the Rules herein.

2. Format of Submissions

Panelists must submit song selections in writing including the name of the artist and specific song title, if applicable. They may or may not include the song in MP3 or CD form.

3. Evaluation

- 3.1. **Initial Evaluation** Between **April 1, 2022** and **April 30, 2022**, Panelists will have the opportunity to listen to the master list selected by the Panels. Then, Panelists must formally choose and rank seven (7) songs using a point-based system and submit this list to the SSPL before April 15, 2022. The list of seven songs selected by each Panelist will be compiled by the SSPL. Each ranked song will be assigned a point value (1=7 points, 2=6 points, 3=5 points, 4=4 points, 5=3 points, 6=2 points, 7=1 points. Point values will be totaled and the songs will be prioritized accordingly to form the ten (10) song nomination shortlist for each Category.
- 3.2. **Ten (10) Song Nomination Shortlist** The shortlist of ten (10) songs that receive the highest number of points in each Category will be the Nominated Songs for that Category. Those twenty (20) songs will be posted on the Website (with ten (10) Nominated Songs for each Category) for public consideration and voting will take place for a period of two (2) weeks. French-Language Songs will be posted at www.prixchansonsocan.ca. Non-French-Language Songs will be posted at www.socansongwritingprize.ca. The eligible voting public will be able to review and listen to each song selection and vote for a song in each Category that they want to be eligible to win a Prize. There is a limit of one (1) Eligible Song per Nominee that can make the shortlist per Category. For the avoidance of any doubt, the same Nominee cannot have more than one (1) Eligible Song proceed to the public voting phase of the Competition per Category.

4. No Materials Returned

Materials such as CDs, lyric sheets and all other submitted items will **not** be returned to Panelists.

V. FOR ONLINE VOTERS

1. Voting

- 1.1. **Online Voting Period** The online voting period will run from **11:00 A.M. Eastern Time on May 31, 2022 to 11:00 A.M. Eastern Time on June 7, 2022 inclusive** (the “Online Voting Period”). During that time, any member of the public may vote for their favourite Nominated Song(s) in accordance with these Rules. At **11:00 a.m. Eastern Time on June 7, 2022**, online voting will cease and access to the voting system will be blocked. Between **June 7, 2022 and June 8, 2022**, Eligible Votes will be counted by the Sponsor or its designated representative and the eligible Winning Songs and eligible Winning Entrants will be determined by identifying the one (1) Nominated Song in each Category that received the highest number of Eligible Votes in the applicable Category.
- 1.2. **How to Vote** Ten (10) Nominated Songs for each Category will be selected by the Panels, which are comprised of respected and knowledgeable tastemakers in the popular music community. The general public may vote for their favourite song of the Nominated Songs in each Category in accordance with these Rules.
- 1.3. **Ties** In the event of a tie (Nominated Songs that receive the same number of Eligible Votes in a given Category), the applicable Panel will vote to determine the eligible Winning Song from among all such Nominated Songs that are tied in the applicable Category.

2. Rights and Limitations

- 2.1. **Eligible Votes** Only Eligible Votes (as determined by the Sponsor in its sole and absolute discretion) will be counted.
- 2.2. **Ineligible Votes** Ineligible Votes (as determined by the Sponsor in its sole and absolute discretion) are void and will not be counted.
- 2.3. **Technical and other Problems** The Released Parties are not responsible for problems or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, failure of any entry or vote to be received by the Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof. The Sponsor reserves the right to modify, suspend or terminate the Competition in the event of online or other technical difficulties or corruption. Further, The Released Parties will not be liable for: (i) any failure of any website or any platform during the Competition; (ii) the failure of any materials, votes or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iii) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Competition; (iv) anyone being incorrectly and/or mistakenly identified as a Winning Entrant, Nominee or eligible Winning Entrant or eligible Nominee; and/or (v) any combination of the above.
- 2.4. **No Warranty** Those wishing to vote are responsible for accessing the correct website and warrant that the cost of accessing the site, if any, is part of a larger agreement with an Internet Service Provider or some other means, and that cost of this access is not an incremental cost.
- 2.5. **One Vote Per Day Per Category** One vote per person per day per Category is permitted from each unique IP address during the Eligibility Period. Multiple votes from the same unique IP address in the same day are considered Ineligible Votes and shall result in their disqualification.

- 2.6. **Twitter Voting Rules** To vote via Twitter, the user must have a valid Twitter account and have “protect my Tweets” option unchecked under the account’s privacy settings in order to be detected. A tweet must be published (not as a direct message) in order for a vote to be considered for this Competition. All Twitter votes will be eligible to be accepted under the following rules and regulations:
- 2.6.1 Voters must publish a Tweet that includes the hashtag #mySSPvote and the first and last name or band name (with correct spelling) of the artist that they want to see be eligible to win the SOCAN Songwriting Prize;
 - 2.6.2 Voters can only submit one (1) artist name per tweet;
 - 2.6.3 Only one vote per account per day per category will be counted;
 - 2.6.4 Retweets will count as valid votes provided they otherwise comply with these Rules; and
 - 2.6.5 Spamming is prohibited, and suspicious votes and accounts will not be counted.
- 2.7. **Sample Tweets** “I want XXX to win the SOCAN Songwriting Prize #mySSPvote”; “I love the song by XXX #mySSPvote”; and an alternate tweet from the website is: Click a “Vote with a tweet” button on the website. In the pop-up window a pre-populated tweet will say “I want to vote for _____ in the @SOCANmusic Songwriting Prize #mySSPvote [Link to SSP Website]” Users must fill in the blank with the artist they wish to vote for.
- 2.8. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that attempts were made by anyone to: (i) submit more than one (1) Vote per person, per day, per category; (ii) use multiple names, identities, email addresses, accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to submit votes; (iii) engage in any form of systematic voting from the same computer/IP address; and/or (iv) engage in any form of proxy voting scheme; then it may result in the disqualification, in the sole and absolute discretion of the Sponsor, of the votes, Nominated Song and/or Nominee to which such votes relate. Any votes determined by Sponsor, in its sole and absolute discretion, to be inappropriate or in violation of the letter and/or spirit of these Rules (including, without limitation, votes that cannot be validated in accordance with these Rules to the complete satisfaction of Sponsor) are subject to disqualification in the sole and absolute discretion of the Sponsor. All votes are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof (in a form acceptable to the Sponsor): (i) for the purposes of verifying the eligibility and/or legitimacy of any vote or other information entered (or purportedly entered) for the purposes of this Competition; and/or (ii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Competition in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification of the applicable vote(s) that cannot be verified to the complete satisfaction of the Sponsor.
- 2.9. **IMPORTANT NOTE:** Individuals may encourage others to vote for a Nominated Song (e.g. via various social media sites and platforms); however, no form of incentive, inducement (including, without limitation, reciprocal voting sites and/or services), prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual’s vote. In addition, proxy voting schemes (or anything reasonably resembling a proxy voting scheme, as determined by Sponsor in its sole and absolute discretion) are hereby expressly prohibited. Any individual determined by the Sponsor and/or its representative(s) to be engaging in any such behaviours and/or in violation of the letter and/or spirit of these Rules (all as determined in the sole and absolute discretion of the Sponsor)

will be disqualified, and the corresponding votes, Nominated Song and/or Nominee is/are subject to disqualification in the sole and absolute discretion of the Sponsor. **IMPORTANT NOTE: JUST BECAUSE A NUMBER OF VOTES MAY APPEAR ON A COMPETITION LEADERBOARD OR OTHERWISE DOES NOT MEAN THAT THE NOMINEE ASSOCIATED WITH THOSE VOTES IS OR WILL BE A WINNING ENTRANT. ANY OR ALL VOTES MAY BE VERIFIED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME AND FOR ANY REASON. ANY SUCH PUBLIC DISPLAY OF VOTES IS FOR ENTERTAINMENT PURPOSES ONLY. ONLY THE SPONSOR CAN DEEM A NOMINEE TO BE AN ELIGIBLE WINNING ENTRANT.**

- 2.10. NO ONE IS A WINNING ENTRANT OR OTHERWISE ENTITLED TO ANY PRIZE UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNING ENTRANT OR NOMINEE PRIZE WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED WINNING ENTRANT OR NOMINEE PRIZE WINNER, the eligible Winning Entrant in each Category or Nominee Prize Winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release). Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law. The eligible Winning Entrant in each Category and Nominee Prize Winners will also be required to complete and return the Sponsor's Declaration and Indemnity form within fourteen (14) days of notification. If an eligible Winning Entrant or Nominee Prize Winner: (a) fails to correctly answer the skill-testing question; (b) fails to complete and return the Sponsor's required Declaration and Indemnity form; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion), then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified. If eligible Winning Entrant is disqualified, he/she will forfeit all rights to the applicable Prize and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate Winning Entrant with the next highest number of Eligible Votes in the applicable Category from among all remaining Nominated songs submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly eligible Winning Entrant).

VI. PRIVACY POLICY

1. SOCAN respects the privacy of each individual with whom it comes into contact, either as a visitor to this website or as an entrant into the SOCAN Songwriting Prize. SOCAN will not collect any personally identifiable information about you, such as your name, address, telephone number or e-mail address, unless you voluntarily provide it to us or unless personal information is gathered with the aid of cookies.
2. Personal information will only be collected, used and disclosed by Sponsor and its designated representatives for the purposes of administering the Competition in accordance with these Rules. By entering or participating in this Competition, you expressly consents to Sponsor and its designated representatives collecting, storing, sharing and using the personal information you have provided to us and in accordance with Sponsor's Privacy Policy (available at: [SOCAN Songwriting Prize's privacy policy](#)). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.