

MARS Studios Songwriters' Showcase Contest Information

Rules and Regulations

1. Contest Format.

Description of Songwriters' Showcase: The 2015 Songwriters' Showcase ("the Contest") is open to unsigned songwriters in all-popular musical styles (except instrumental songs). All songwriters will compete against other popular styles of music. Prizes are not awarded for each musical style, as winners are determined from all musical styles collectively.

a. Preliminary Round. There will be eight (8) scheduled preliminary showcase competitions that will be held at **Britannia Arms** Restaurant located at 110 Monterey Avenue in Capitola starting February 17th, 2015 and continuing to April 14th, 2015 (**excluding March 17th**). Each Preliminary Round will have a maximum of twelve (12) contestants. Each Contestant will be permitted to perform two (2) songs and each songwriter's performance shall be limited to twelve minutes (12) for both songs. Failure to follow abide by this performance schedule will result in disqualification. The three (3) songwriters that have the highest scores for each Preliminary Round shall advance to the Semi Final Rounds.

b. Semi Final Round. There will be two (2) Semi Final Rounds that will be held at **Britannia Arms** Restaurant on April 21th and 28th, 2015. Each Semi Final Round will have twelve (12) contestants. Each Contestant will be permitted to perform two (2) songs and each songwriter's performance shall be limited to (12) twelve minutes for both songs. Failure to follow abide by this performance schedule will result in disqualification. The four (4) songwriters that have the highest scores for each Semi Final Round shall advance to the Final Competition.

c. Final Competition. The final competition will comprise the eight (8) songwriters from the two (2) Semi Final Rounds and will be held at **Britannia Arms** Restaurant on May 5th, 2015. Each songwriter will be given twelve minutes (12) to perform two (2) songs. The scoring system that was used in the Preliminary and Semi Final Rounds will also be used in the Final Competition to determine the winners of the Contest.

2. Eligibility.

a. For purposes of this Contest, an amateur songwriter is defined as a person who does not have an existing publishing or recording agreement with a music publishing or record company. All contestants under eighteen (18) years of age must be accompanied by parent or guardian. Employees and relatives of M.A.R.S. Studios, **Britannia Arms** Restaurant, Offshore Music, Made in Santa Cruz, Guitar Works, KSCO Radio, KUSP Radio or other Contest's sponsors, including the judges and the volunteers assisting with the administration of this Contest are not eligible. A Songwriter that has won first prize in a prior Songwriters' Showcase will not be eligible to compete in the Contest for the period of one (1) year.

b. Original Compositions. Each songwriter represents that the submitted songs are each under six (6) minutes in length and are his or her original work. The songwriter further represents that he or she holds all necessary rights in and to the songs and is permitted to submit them in the Contest. A songwriter may enter no more than two (2) songs in either the Preliminary or Semi Final Rounds or in the Final Competition. Songwriters are permitted to perform the same songs at the Semi Final and/or Final Competition.

c. Your entry into the Contest constitutes permission to use your name, likeness and biographical material for use in future advertising and publicity of the Contest without compensation.

3. Contest Entry Requirements.

a. Each songwriter must complete and sign the Contest's entry form. In addition, the songwriter must include two (2) lyric sheets per song. Failure to complete the Contest entry form or sign it will result in disqualification.

b. Songwriters shall register by telephone by calling the phone number listed on the entry form so long as the entry form is received prior to the songwriter's scheduled Preliminary Showcase date. M.A.R.S Studios, **Britannia Arms** Restaurant and the Contest's sponsors make no representation that the desired date and/or time will be available.

7. Prizes.

- The first place winner shall receive free studio time to record at 'MARS Studios' valued at \$450.00.
- The second place winner shall receive a gift certificate from 'GUITAR WORKS' in the amount of \$50.00 and one guitar lesson from Ken Kraft in the amount of \$40.00. The total prize amount valued \$90.00
- The third place winner shall receive a gift certificate from 'OFFSHORE MUSIC' in the amount of \$40.00 and one guitar lesson from Ken Kraft in the amount of \$40.00. The total prize amount valued \$80.00.
- The fourth place winner shall receive a gift certificate from 'GUITAR WORKS' in the amount of \$50.00.
- The fifth place winner shall receive a gift certificate from 'OFFSHORE MUSIC' in the amount of \$25.00
- The six place winner shall receive a gift certificate from 'OFFSHORE MUSIC' in the amount of \$20.00.
- The seventh place winner shall receive a gift certificate from 'OFFSHORE MUSIC' in the amount of \$20.00.
- The eight place winner shall receive a gift certificate from 'OFFSHORE MUSIC' in the amount of \$20.00.
- In addition to First through Eighth place trophies:

"All prizes are non-transferable. In the event a song has more than one writer, the prize will be awarded jointly to the writers of the song and the division of the prize shall be the sole responsibility of the writers."

8: Arbitration.

If a dispute arises under this Agreement, the contestant agrees to submit the dispute to binding arbitration in California, conducted on a confidential basis pursuant to the rules of the California Lawyers for the Arts. Any decision or award as a result of any such arbitration proceeding shall include the assessment of costs, expenses and reasonable attorney's fees and shall include a written determination of the arbitrators. Absent an agreement to the contrary, any such arbitration shall be conducted by an arbitrator experienced in music industry law. An award of arbitration shall be final and binding on the parties and may be confirmed in a court of competent jurisdiction. The prevailing party shall have the right to collect from the other party its reasonable costs and attorney fees incurred in enforcing this agreement.

9: Miscellaneous.

By submitting an application form to us, contestant agrees to be bound by our entry rules and regulations established herein. In addition, Contestant's submission of an entry into the contest constitutes his/her agreement to release, indemnify and hold harmless M.A.R.S. Studio, **Britannia Arms** restaurant, their agents and sponsors from and against any claim, including, without limitation, of copyright infringement or other misappropriation, arising from any acts or omissions in connection with the contest or its operation. The contest and its rules and regulations are governed by and construed in accordance with the laws of the State of California.

10. Indemnity.

Your signature below certifies that each song submitted is your original work and you hereby release M.A.R.S. Studios, **Britannia Arms** Restaurant and the Contest's sponsors from any and all damages, liabilities, costs, losses and expenses arising out of or connected with your songs and the performance of your songs in the Contest.

Signature

Print Name and Date