

Britannia Arms Songwriter Showcase Contest Information, Rules and Regulations

1. Contest Format.

Description of Songwriter Showcase. The 2008 Songwriter 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 twelve (10) scheduled preliminary showcase competitions that will be held at **Britannia Arms** Restaurant located at 8017 Soquel Drive in Aptos starting February 19, 2008 and continuing to April 22, 2008. 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 29, 2008 and May 6, 2008. Each Semi Final Round will have fifteen (15) 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 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 13, 2008. 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 must be at least eighteen (18) years of age. Employees and relatives of M.A.R.S. Studios, **Britannia Arms** Restaurant, Off Shore Music, the Contest’s sponsors, the judges and the volunteers assisting with the administration of this Contest are not eligible. Any individual that has won a prize in the Contest during the past two (2) years will be eligible to compete in the Contest but shall NOT be eligible for a prize.

b. Original Compositions. Each songwriter represents that the submitted songs are each under five (5) 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. A Contestant may not perform at more than one (1) Preliminary Round as multiple performances at different Preliminary Rounds is strictly prohibited and will result in disqualification.

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.

- a. In the event the songwriter's requested date for a Preliminary Round and/or time slot is unavailable an alternative date and time will be given. All songwriters who have pre-registered by telephone will be guaranteed a time slot at the Preliminary Round up to the close of registration.
- d. A limited number of "stand by" slots will be available for each Preliminary Round in the event there remain open time slots. Walk-up songwriters may sign up for a "stand by" time no later than 30 minutes prior to the commencement of that evening's Preliminary Round.

1. Preliminary Showcase Registration.

- a. In addition to the Contest's entry form, all songwriters must sign the Contest's release form prior to participating in that evening's Preliminary Round. These forms shall be made available to the scheduled songwriters (and stand-by) during the registration period that shall begin one (1) hour prior to the commencement of the Preliminary Showcase. All songwriters who have pre-registered by telephone will be guaranteed a time slot up to the close of registration for the applicable Preliminary Round. Any available time slots will be given to standby songwriters on a first-come first-served basis.
- b. Due to time, space and other production limitations, only solo artists are eligible to participate in the Contest (i.e. no bands). Facilities are available for playback of CD background tracks. Accompaniment by drum machine, keyboard, or bass guitarist is perfectly acceptable. Details of requirements and setup must be cleared with the stage manager who may disallow any piece of equipment because of limitations, time, stage size, or equipment.

5. Contest Judges.

A panel of music industry professionals will judge all songs. At each Preliminary and Semi Final Round there will be a two (2) judge panel. The Final Competition shall have a three (3)-judge panel. The judges for each Preliminary and Semi Final Round, as well as the Final Competition will not be disclosed until the start of the applicable competition in order to insure impartiality. A songwriter's familiarity with a judge shall require the songwriter to participate in another Preliminary or Semi Final Round so as to avoid a conflict of interest.

6. Scoring Method.

The songs will be judged based upon the song's musical content, lyrics and composition as defined below:

- a. **Musical Content.** The musical content score awarded for chord structure, melody, mood and emotion. Unique bridges and rhythms add to this score.
- b. **Lyrical Content.** The lyrical content score awarded for clear communication of the song's concept. Good phrasing, harmony, form, rhythm, hooks, and creativity. Each song must be in the English language. You represent and warrant that the lyrical content of each song does not contain any profanity, obscenity or shall interfere or infringe under common law or statutory law with the rights of any other person, including without limitation, contract rights, copyrights, rights of publicity and privacy, trademarks, service marks, trade names, and logos.
- a. **Composition.** The composition score awarded for overall inter-relationship of music and lyrics.
- d. Each judge will rate the song from one to ten in each of the above three (3) criteria. The total point score is the sum of each judge's score in each of the three (3) criteria (i.e. 30 points maximum per song per judge). The two (2) songwriters who receive the highest point total at each Preliminary Round will be eligible to participate in the Final Showcase. The scoring system used during the Preliminary and Semi Final Rounds shall be used to determine the winners at the Final Competition. By entering the Contest you agree that all decisions by the judges shall be final and will not be disputed.
- e. In the event of a tie the songwriter who receives the loudest applause from the audience will determine score at any Preliminary or Semi Final Round. We reserve the right to disqualify any entry that does not meet the rules herein outlined or a contestant that is disqualified, and we are not obligated to return any entry fee.

7. Prizes.

The first place winner shall receive 6 hours of free studio time to record at 'M.A.R.S. Studios' [valued at \$450.00].

The second place winner shall receive \$250.00 gift certificate from 'GOOD NIGHT KISS MUSIC' (career consulting and song reviews).

The third place winner shall receive a gift certificate from 'OFFSHORE MUSIC' in the amount of \$100.00.

The fourth place winner shall receive a gift certificate from 'GOOD NIGHT KISS MUSIC' 'in the amount \$50.00. (Song review)

The fifth place winner shall receive a certificate from 'MADE IN SANTA' in the amount of \$40.00.

The sixth place winner shall receive a gift certificate from 'MADE IN SANTA' in the amount of \$35.00.

The seventh place winner shall receive a Behringer Microphone from 'OFFSHORE MUSIC' valued at \$30.00.

The eight-place winner shall receive a gift certificate from 'BRITANNIA ARMS' in the amount of \$20.00.

"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