



## ENTERTAINMENT LAW INITIATIVE

### The 23rd Annual Entertainment Law Initiative Writing Competition OFFICIAL RULES

Thank you for requesting information about the Recording Academy™ (“Sponsor”) Entertainment Law Initiative (“ELI”) Writing Competition (“Contest”). In its 23rd year, ELI promotes discussion and debate on the most compelling legal issues facing the music industry today. The initiative also promotes future careers in entertainment law by seeking out the nation’s top law students and giving them invaluable networking and educational opportunities.

The writing contest challenges students to identify, research, and write an essay with a proposed solution on a compelling legal issue confronting the music industry. A national panel of music law experts will judge the papers in a blind process and select one winner and two runners-up.

The scholarship is co-sponsored by the American Bar Association (“ABA”).

#### IMPORTANT DATES

Completed manuscripts and accompanying documents (to be defined below) must be submitted via email to [eli\\_submissions@recordingacademy.com](mailto:eli_submissions@recordingacademy.com) on or before January 4, 2021 at 10 a.m. PST (1 p.m. EST). Winner and Runners-Up will be notified on or before January 15, 2021 by email, phone and/or express mail.

#### SUBMISSION CHECKLIST

##### One Microsoft Word Document including:

- Completed essay manuscript;
- Complete contact info including entrant’s phone, email, while-in-school mailing address, secondary/home mailing address (if different), law school name, enrolled program (JD, LLM or joint JD/LLM), and year (1L, 2L, etc.);
- Microsoft Word document with naming convention “lastname.firstname\_ELI2021submission”
- Submit to [eli\\_submissions@recordingacademy.com](mailto:eli_submissions@recordingacademy.com) on or before January 4, 2021 at 10 a.m. PST (1 p.m. EST).

**Review of the following Official Rules, to be included with the Microsoft Word Document, signed and dated:**

By signing below, I agree to these Official 2021 Entertainment Law Initiative Rules.

\_\_\_\_\_  
Name (signed)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Date

## **CONTEST OFFICIAL RULES**

### **ELIGIBILITY REQUIREMENTS**

1. This contest is open to Juris Doctor (JD), Master of Laws (LLM), or joint JD/LLM program candidates currently enrolled at a U.S. law school. JSD/SJD students are not eligible.
2. Entrants must be an enrolled student as of January 1, 2021.
3. Entrants must be legal residents (including foreign students who at the time of entry hold a valid U.S. Student Visa) enrolled in a JD or LLM program at a law school located in the United States. Contest is void where prohibited by law or regulation.
4. Current regular, full-time, part-time and temporary employees, contractors, interns, GRAMMY U representatives, directors and officers of Sponsor, its parent, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies involved with the Contest, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household of each such employee are not eligible to participate.
5. Previous winners and/or finalists are ineligible.

### **SUBMISSION REQUIREMENTS**

6. Entrants must identify research and write an essay with a proposed solution on a compelling legal issue confronting the music industry ("Essay").
7. All essays must be original works specifically written for the Contest. Previously published works are ineligible. The submission of works previously written for academic purposes is acceptable, provided that the work is edited to meet the guidelines of the Contest and is not identical to the prior academic work.
8. Co-authorship of the Essay is not permitted. Papers may be reviewed by law school faculty or colleagues for editorial feedback, but such assistance may not rise to the level of co-authorship.
9. Completed Essays and accompanying documents (to be specified below, each an "Entry") must be submitted via email to [eli\\_submissions@recordingacademy.com](mailto:eli_submissions@recordingacademy.com) on or before January 4, 2021 at 10 a.m. PST (1 p.m. EST). Late Entries will not be considered. Sponsor's computer is the official time clock of the Contest. Hardcopy submissions will not be accepted.
10. Essays shall be no longer than 3,000 words not including endnotes/footnotes. Entrants must use *The Bluebook: A Uniform System of Citation*, for citation style.
11. Essays must be in English.
12. Essays must conform to the following (collectively, the "Contest Entry Requirements"):
  - Essay cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
  - Essay cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
  - Essay cannot be obscene or offensive, endorse any form of hate or hate group;
  - Essay cannot defame, misrepresent or contain disparaging remarks about Sponsor or its products, or other people, products or companies;
  - Essay cannot promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
  - Essay cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate; and

13. Sponsor reserves the right to waive the Contest Entry Requirements set forth herein in its reasonable discretion.

14. Current contact info including entrant's phone, email, while-in-school mailing address, secondary/home mailing address (if different), phone number, law school name, enrolled program (JD, LLM or joint JD/LLM), and year (1L, 2L, etc.) must accompany the Essay.

15. Entrants' names shall not appear on the Essay but shall appear on a separate title page to be removed when a number is assigned to the Entry.

16. Essay submissions shall be accompanied by a signed and dated copy of these Official Rules.

17. All Entries must be submitted to [eli\\_submissions@recordingacademy.com](mailto:eli_submissions@recordingacademy.com) with the following formatting requirements:

- Essays must be in Microsoft Word format in Times New Roman font size 12 – single spaced
- Page 1: Title page with all contact information (while-in-school mailing address, secondary/home mailing address (if different), phone number, law school name, enrolled program (JD, LLM or joint JD/LLM), and year (1L, 2L, etc.);
- All pages that follow must be anonymous with no mentions of name or school
- Signed and dated copy of these Official Rules must be in .PDF, .TIFF, or .JPG format

18. All documents must be saved with the following naming convention: "lastname.firstname\_ELII2021submission" example: smith.jane\_ELII2021submission.

19. All Essays, and contact information must be merged into one Microsoft Word document.

20. Each author may submit only one Entry. Anyone who attempts to enter with multiple email addresses under multiple identities will be disqualified and forfeits any and all prizes won, in Sponsor's discretion.

21. By submitting an Entry, entrants agree to these Official Rules, which are final and binding in all respects.

22. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER ENTRY MAY BE POSTED ON SPONSOR'S WEBSITE OR PUBLISHED IN ANY OTHER MEDIA EXISTING NOW OR LATER CREATED, IN SPONSOR'S DISCRETION. Submission of an Entry grants Sponsor and its agents an unlimited, worldwide, perpetual, license and right to publish, use, and publicly perform the Entry in any way, in any and all media, without limitation, and without consideration to the entrant. Sponsor will include attribution and date of first publication in any such publication of the entry. Sponsor acknowledges that entrant is the copyright owner.

#### **WINNER SELECTION AND NOTIFICATION**

23. One (1) winner ("Winner") and two (2) runners-up ("Runners-Up") will be selected from among all eligible Entries on or about January 15, 2021 by judges selected by the Sponsor ("Judges").

24. Essays will be judged on: (1) clarity of expression (organization, clarity of presentation, spelling, grammar); (2) originality of thought (uniqueness of topic); (3) depth of analysis; (4) relevance to industry; (5) relevance and correctness of any cited authority and (6) Essay requirements (whether the Essay conforms to the Contest Entry Requirements).

25. Judges' decisions are final in all matters relating to this Contest.

26. Winner and Runners-Up will be notified on or before January 15, 2021 by email, phone and/or express mail.

27. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

28. For a list of Winners, mail a self-addressed, stamped envelope to: National Academy of Recording Arts & Sciences, Attn: Membership & Industry Relations Dept., 3030 Olympic Blvd, Santa Monica, CA 90404. Requests must be received by March 31, 2021.

#### **PRIZE INFORMATION**

29. The prizes consist of the following:

- Winner receives a Ten Thousand Dollar (\$10,000) cash scholarship paid directly to the law school where the student is enrolled
- Each Runner-Up receives a Two Thousand Five Hundred Dollar (\$2,500) cash scholarship paid directly to the law school where the student is enrolled.

30. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

31. Prizes are non-transferable, and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor.

32. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value.

33. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether the prizes, in whole or in part, are used.

34. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to Winner may be reported for tax purposes where required by law.

35. The Winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes.

36. Winner will be issued an IRS 1099 form for the taxable portion of the prize with value over \$600.

37. Unclaimed prizes will be not be awarded.

#### **LIMITATION OF LIABILITY AND RELEASE**

38. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the sweepstakes or by any technical or human error which may occur in the processing of the Entries.

39. Please see the privacy policy located at <https://www.grammy.com/privacy-policy> for details of Sponsor's policy regarding the use of personal information collected in connection with this Contest. If you are selected as a Winner or Runner-Up, your information may also be included in a publicly-available winner's list.

40. As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, its affiliates, subsidiaries, retailers, sales representatives, distributors and the ABA, and each of their officers, directors, employees and agents ("Contest Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs.

41. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants

acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

42. Except where prohibited by law, Winner and Runners-Up grant (and agree to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

#### **GOVERNING LAW AND DISPUTES**

43. Binding Arbitration: Any controversy or claim arising out of or relating to this Contest shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS CONTEST IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THIS CONTEST, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

51. Contest Official Rules and the Entertainment Law Initiative (ELI) Writing Competition are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Official

Rules, or the rights and obligations of an entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 50 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of California, in the City of Los Angeles.

**SPONSOR INFORMATION**

Contest Sponsored by: National Academy of Recording Arts & Sciences, 3030 Olympic Blvd., Santa Monica, CA 90404.

**STAY UP TO DATE WITH WRITING COMPETITION NEWS, MENTOR SESSION INFO, AND OTHER INFORMATION  
BY VISITING [WWW.GRAMMY.COM/ENTERTAINMENT-LAW-INITIATIVE](http://WWW.GRAMMY.COM/ENTERTAINMENT-LAW-INITIATIVE).**