

# 2023 JUNO AWARDS

## TERMS AND CONDITIONS

By submitting materials, you agree, on behalf of yourself, your directors, officers, employees, affiliates, licensors, successors, assigns and any nominee associated with your submission materials, to the following terms and conditions:

1. Once received by CARAS, entry fees and submission materials will become the property of CARAS and will not be refundable or returnable in any circumstances. If paying your entry fee by direct deposit/wire transfer, you acknowledge and agree that it is your responsibility to ensure that you have paid by the early bird or final deadline depending on the date of submission. CARAS will not return any physical submitted product for Album Artwork of the Year. At the end of the JUNO Awards cycle CARAS may donate any remaining product to charity organizations or colleges with music programs.
2. CARAS and/or any third party acting on behalf of CARAS will have the sole discretion to determine what constitutes an incomplete submission. Incomplete submissions may include, but are not limited to the following:
  - Not having the correct number of CDs/Vinyls for Album Artwork of the Year.
  - Failing to pay the submission fee by credit card or direct deposit/wire transfer.
  - Not providing a signature or written confirmation from the Nominee for the following categories: Songwriter of the Year, Jack Richardson Producer of the Year, Recording Engineer of the Year, Music Video of the Year, or Album Artwork of the Year.
  - Any inclusion of submission materials that are deemed to be illegible, inaccurate or otherwise deficient, in the sole discretion of CARAS and/or any third party acting on behalf of CARAS.
3. Once a submission is received by CARAS, it will be reviewed for completeness. All submissions that are not deemed incomplete will be further reviewed for eligibility by a panel chosen by CARAS in its sole discretion (the "Music Advisory Committee"). The Music Advisory Committee will, among other things, determine whether or not a submission is ineligible for the category for which it was submitted and whether or not the submission was submitted for the wrong category. Any submission deemed ineligible for a category by the Music Advisory Committee will be notified by CARAS and will have THREE (3) days from such giving of notice to respond. The Music Advisory Committee may recommend that a submission be moved to a different category from the one for which it was submitted. In certain circumstances, the Music Advisory Committee may request the assistance of the CARAS Nominating & Voting Chairs or Board of Directors in its review of a submission. Any decision by the Music Advisory Committee or where applicable, the CARAS Nominating & Voting Chairs or Board of Directors, with respect to category eligibility, placement of a submission in a different category or disqualification for incompleteness will be final and binding.
4. If the total number of submissions for a category is less than ten (10) the category may be dropped from the current year's voting process.
5. It is the submitter's express responsibility to ensure that any music samples, video clips or other audio and/or visual materials contained in any recording, video or other materials that form part of your submission are fully authorized by master rights owners,

music publishers and any other third parties that have rights in such materials. CARAS reserves the right to require written confirmation that these rights have been secured. CARAS reserves the right to disqualify submissions, nominees or winners should CARAS determine, in its sole discretion, that these rights have not been secured.

6. A submission may be entered into any or all crossover categories: Francophone (category 19), Contemporary Indigenous Artist or Group of the Year (category 29) or Traditional Indigenous Artist or Group of the Year (47), Contemporary Christian/Gospel (category 33), and Global Music Album of the Year (34) provided that the submission meets the category criteria. You may make only one submission in any of the genre categories (10-18, 20-23, 25-28, 30-32, 34 and 40-46). Duplicate submissions in additional genre categories will be disqualified and no refund will be issued. You may make only one submission into a non-genre category (5-8) and a submission in all the remaining categories if eligible (3-4, 9, 24, and 35-38).
7. By sending in your submission you acknowledge that you are not yet a nominee. For each category, there is a specific process that determines the five nominees in each category. These nominees are announced at the JUNO Awards Nominee Press Conference. Please refer to the Category Criteria for specific voting methods for each category.
8. All music will be sent electronically to the JUNO Award judges and CARAS Academy Delegates using DMDS (Digital Media Distribution System) operated by Yangaroo Inc. The role of DMDS is to assist with the electronic distribution of full audio files to judges and CARAS Academy Delegates during two distinct rounds of voting. With this online platform and DMDS' ability to deliver broadcast quality music tracks, only judges have the ability to securely download the music.
9. By sending in your submission, you acknowledge that you have the authority and right to send us such submission and to agree to these Terms and Conditions and that the permission of no other person is required for you to submit the submission. You grant to CARAS a no-charge, non-exclusive license to use the submission, and to permit the download and/or stream of the submission, by CARAS and users authorized by CARAS (including JUNO Award judges and CARAS Academy Delegates, third parties acting on behalf of CARAS to administer or operate the judging process, and Yangaroo Inc. for the purposes of providing the DMDS service described in paragraph 9), for the purposes of reviewing and judging your submission as set out in these Terms and Conditions.
10. By sending in a submission, you further agree that if announced as a nominee, you (and you on behalf of the Nominee, if submitting on nominee's behalf): (i) confirm your eligibility for and compliance with the submission and category criteria; (ii) grant to CARAS, its related companies, licensees (which may include CARAS' broadcast partner), successors, assigns, suppliers, agents, sponsors and/or any third party acting on behalf of CARAS (collectively, the "CARAS Parties") all required rights and permissions for your participation and performance (if applicable) in the JUNO Awards and/or CARAS related events, including but not limited to the JUNO Gala Dinner & Awards, The JUNO Awards Broadcast, JUNO Week events and/or JUNO TV segments, as applicable; (iii) grant to the CARAS Parties the right to publish the nominee's name, picture, portrait, likeness, audio-video recording, performance, submission, interview, voice and ideas and any online or wireless dissemination or broadcast thereof in association with their nomination, for advertising and promotional purposes of the CARAS Parties and the JUNO Awards, and in association with their nomination and participation in the JUNO Awards, JUNO Week, JUNO Marketing or Content or other CARAS-related events or

activities as applicable, worldwide in perpetuity, all media now known or hereafter devised; (iv) release the CARAS Parties, from any and all claims arising from or relating to nominee's participation in the JUNO Awards, JUNO Week or other CARAS-related events or activities, as applicable; (v) waive all moral rights in favour of the CARAS Parties; and (vi) agree to take any further actions and sign any and all further documentation that may be necessary to give effect to this provision and these Terms and Conditions. This also applies to categories without a submission including JUNO Fan Choice and Single of the Year.

11. The artist image submitted cannot be changed after nominees have been announced in association with the artist's nomination, for advertising and promotional purposes of the CARAS Parties and the JUNO Awards, and in association with their nomination and participation in the JUNO Awards, JUNO Week, JUNO Marketing or Content or other CARAS-related events or activities as applicable, worldwide in perpetuity, all media now known or hereafter devised. If the submitted image is of poor quality and unusable for promotional purposes and advertising or if such submitted image is unusable for any other reasons as determined by CARAS in its sole discretion, then you will submit a new image to CARAS promptly after CARAS' request for such new image. In the event of your failure to provide CARAS with such new image within a reasonable period of time, CARAS may replace the image with a current like image at its sole discretion .
12. All categories will be reviewed at the end of each JUNO Awards cycle and are subject to change at any time at the discretion of CARAS Board of Directors.
13. You acknowledge that as part of your submission you will provide personally identifiable information relating to you and/or other individuals ("Personal Information"). You hereby acknowledge that CARAS and/or any third party acting on behalf of CARAS may collect, use and disclose to third parties such Personal Information for the purpose of:
  - (i) evaluating and judging your submission, and administering the judging process;
  - (ii) communicating with you regarding your submission and/or participation in CARAS related events and activities (including but not limited to the JUNO Awards and JUNO Week events, JUNO Marketing or Content or other events and activities) ;
  - (iii) publicizing the JUNO Awards and JUNO Awards nominees, and JUNO Week, or other CARAS related events or activities in which you have agreed to participate; and
  - (iv) conducting the JUNO Awards related events and activities.You hereby consent to the collection, use and disclosure of the Personal Information for such purposes. In the event that any Personal Information relates to any person(s) other than you, you hereby represent and warrant to CARAS that you have obtained the consent of any such person(s) so that you may grant the foregoing consent to CARAS on behalf of such individual.
14. CARAS will have the right to disqualify the submission and if the submission is accepted, disqualify the nominee (in addition to any other rights and remedies that CARAS may have at law or in equity), at any time, including after any public announcements related to the submission and/or nominee are released by CARAS, if CARAS in its sole, absolute and unfettered discretion decides that any act, omission, conduct, association or statement of nominee (either before, during or after the submission), or any allegation made by a third party regarding any act, omission, conduct, association or statement of nominee, does or might reflect unfavourably upon or adversely affect the goodwill, reputation or value of the nominee or CARAS or contravenes any of CARAS policies, its stakeholders, partners or their respective affiliates. Upon any such disqualification, CARAS and Nominee will have no further obligations to one another under this Agreement and no refund of any amounts paid by Nominee or on behalf of Nominee

under this Agreement will be issued.

15. CARAS will not be responsible for any claims, liabilities or costs arising from: (i) lost, damaged, copied or stolen submission materials arising from any cause, including negligence of CARAS and/or any third party acting on behalf of CARAS; (ii) any failure by CARAS and/or any third party acting on behalf of CARAS to give notices or to apply CARAS's policies and procedures in a consistent manner; or (iii) any disqualification due to point 14 above. You hereby waive, and hereby release CARAS and all third parties acting on behalf of CARAS from, any and all claims you may have in connection with any of the foregoing.