



Submission Conditions and Competition Criteria

1. Entry to the Winery Music Awards competition is open to U.S. and Canadian resident Artist/Bands upon submission of a completed **2007 Entry Form**. **Bands/Artists under 18 years of age require the consent of their Parent/Legal Guardian.**
2. The non-refundable, handling Submission Fee is \$25 per artist/band. This fee is non-refundable even if your submission is not chosen or disqualified. Please make checks payable to: Kathy Kelly Productions, Inc
3. Artist/Band submissions are being accepted starting **April 19, 2007 and through May 19, 2007**. **Submissions received after May 19, 2007 will be invalid for the 2007 Winery Music Awards.**
4. Completed entries must be sent to:
Winery Music Awards
ATTN: Band/Artists Submissions
PO Box 5262
Paso Robles, CA 93447
5. The Entry (including the musical work, performance and sound recording) must be the original work of the Artist / Band (or Public Domain works no longer subject to mechanical copyrights).
6. Artist/Band must have had NO prior major label recording or publishing contract. This must be made clear on the entry form.
7. No more than three song tracks per entrant are allowed to be entered for consideration, and must be entered by the person/group who made the recording/s and who owns the necessary rights for the recording/s to submit it/them in accordance with these Conditions of Entry.
8. The music submitted must be "winery audience" acceptable and marketable as determined solely by the WMA Submission Committee. The WMA Submission Committee is comprised of qualified music industry, entertainment industry and marketing professionals.
9. The Band/Artist Entrant/s agree that Kathy Kelly Productions, Inc., Founder and Producer of the Winery Music Awards, shall have the rights in perpetuity

to use and reproduce the music entries in addition to the submitted photographs in accordance with these Conditions of Entry.

10. **If under 18, entry to the competition is only valid upon the Entrant/s (or his or her parent/legal guardian) signing the Release Form accompanying these Conditions of Entry.**
11. Tracks must generally be no more than five minutes long. (The entrant should take radio airplay into consideration, 4:00 minutes or less is the recommended maximum track duration for airplay).
12. If an edited version of the track is entered, the original full-length track may also be included on the same CD entered.
13. **Entries must be of broadcast quality, submitted on CD ONLY when submitted by mail.** MP3's, AIFF's or other mediums will be accepted only through an approved WMA Submission Sponsor website. Refer to instructions on WMA website for how to submit entry songs online. Broadcast quality is of a level in line with professionally recorded and produced tracks, compatible with the quality of music broadcast on radio.
14. CDs and their accompanying packaging must be clearly labeled with Band/Artist name(s), song title(s), composer(s), and track length. Existing CD's with a number of tracks may be submitted as long as the particular submission track(s) entered as is (are) clearly labeled.
15. A high quality 8" x 10" B&W or color photo of the Band/Artist(s) must be supplied on CD at 300 DPI, saved as a file suitable for print and website replication.
16. Artist/Band biographical materials, clippings, press, etc. of band and/or each band member should accompany submissions, if available. All members of the group should be mentioned and identified.
17. **Entry Submission check list includes:**
 - a. **Signed Acknowledgement of these Submission Conditions & Competition Criteria**
 - b. **Completed Entry Form, with list of all Artist/Band members**
 - c. **Artist/Band biographical materials**
 - d. **CD of 3 original compositions (or online submission)**
 - e. **A 300 dpi, 8" x 10" B&W or color photo of Band/Artist**
 - f. **Signed WMA Release Form**
 - g. **\$25.00 Entry Fee per Artist/Band**
(Checks only, made out to: Kathy Kelly Productions, Inc.)
18. All entries submitted will be critiqued and either accepted or rejected by a panel of judges comprised of a combination of employees and industry affiliates of Founder/Producer, music specialists, music marketers, and

industry experts. **Twenty (20) Artist/Bands in all will be chosen to compete in the competition phase of the Winery Music Awards.**

19. The 20 Artists/Bands chosen in the critique phase will be notified by e-mail and/or telephone.
20. The 20 Artists/Bands required to play in front of a live winery audience and a judging panel of up to 10 qualified judges on one of the four competition dates: **June 9, July 14, August 11 or September 8, 2007.** The performance date preference submitted on your entry form will be taken into consideration when the booking schedule is determined. The organizers cannot promise accommodating preference date.
21. At each competition date, one (1) artist/band will be selected by the judges to advance to the finals on **October 7, 2007.** After the top four artists/bands are selected based on their total scores at each Elimination Round concert, the next two highest total scoring artists/bands will be "Wild Card" entries at the Final Competition. A total of 6 (six) artists/bands compete for the Grand Prizes in October.
22. The six bands that advance to the finals will play in front of a live audience and a judging panel to determine first, second and third place winners of the 2007 Competition. The votes will be tallied after the final performance and the winners will be announced live on stage.
23. **Prize winnings include:**

Refer to the Winery Music Awards website for details on Prizes for 2007.

The prizes are not redeemable for cash or otherwise transferable. The decision of the judges in relation to any aspect of the competition will be final and binding upon every person who enters the competition. No correspondence will be entered into.
24. **All entries to the competition shall become the property of Kathy Kelly Productions, Inc. (Physical CD's and entry kits will not be returned. Copyright of the recordings, remains with the entrants.)**
25. Kathy Kelly Productions, Inc. may use and authorize the use of the Entrant's musical works and recording (in whole or part) in the following ways (conditions in the attached Release Form).
26. The Entrant warrants that they own all necessary rights in the musical works and recording submitted to Kathy Kelly Productions, Inc. in relation to the Winery Music Awards competition to allow them to grant these rights to Kathy Kelly Productions, Inc. or that they have the owner's authority in writing to do so and the Entrant agrees to hold Kathy Kelly Productions, Inc., the judges, the sponsoring winery and any and all of its licensees harmless against any claims arising from a breach of this warranty.
27. Kathy Kelly Productions, Inc. is not responsible for late or lost entries.

28. Moral Turpitude. If, during the Contest, the Artist or a Band Member (a) is indicted with a misdemeanor involving acts of moral turpitude or any felony, (b) violates any Federal Communications Commission rule or regulation, or (c) commits an act, or comes under investigation by a public authority for any act, which brings the Band or a Member into public disrepute and which thereby tarnishes the marks of the Winery Music Awards (the trademarks, service marks, insignia or logos designated by Kelly Productions, Inc.) or injures the potential commercial success of the Winery Music Awards, its Sponsors, Strategic Partners, or Advertisers, and/or any of the products or services of its Sponsors, Strategic Partners or Advertisers, or (d) shall make a statement in derogation of the Winery Music Awards, its Sponsors, Strategic Partners, or Advertisers, or their products or services and such statements are made to the general public or become a matter of public knowledge, then, at the time of any such act or at any time within ten (10) days after Kelly Productions, Inc. learns of any such act, the Artist/Band may be expelled from the Competition.

29. The owner and promoter/producer of the Winery Music Awards is Kathy Kelly Productions, Inc. Employees of the promoter are ineligible to enter.

30. This Contest is governed by the laws of the United States with venue in San Luis Obispo County in the State of California. By entering, you agree to be bound by these rules and you give your express permission to be contacted by e-mail, telephone and/or mail.

We, the undersigned, have read, understand and are in Agreement to the Submission Conditions & Competition Criteria above (All band members must sign this agreement):

Name of Band	Date
Band Member	Date
Band Member	Date
Band Member	Date
Band Member	Date
Band Member	Date

Mail to: Winery Music Awards PO Box 5262 Paso Robles, CA 93447



Official Entry Form

Read First:

Just for completing your application to enter the 2007 Winery Music Awards Competition, and submitting your music with a \$25 entry fee, you will automatically get subscriptions and memberships with SONICSBIDS and SNOCAP, a total value of more than \$47.00.

You get a 3-month subscription with SONICBIDS. The Sonicbids Electronic Press Kit (EPK™) is the new submission standard that's making it super-easy for artists and music promoters to find each other online, without sending bulky press kits through the postal mail. Sonicbids is one of the fastest-growing music communities on the web, trusted by over 70,000 artists and over 6,000 festivals, music conferences, and clubs from over 100 countries.

You will get a year with SNOCAP, the first end-to-end provider of digital licensing and copyright management services for the digital music marketplace.. SNOCAP enables you to sell tracks through your own SNOCAP MyStore and multiple retailers - all from one interface. It's non-exclusive and you keep all the rights to your music.

NAME of ARTIST/BAND _____

ADDRESS _____

CITY _____ ST _____ ZIP _____

CONTACT NAME _____

PHONE _____ CELL _____

EMAIL _____ @ _____

WEBSITE _____

PREVIOUS RECORD LABEL (if any) _____

MANAGER (if any) _____ PHONE _____

TOTAL NUMBER OF BAND MEMBERS*: _____. *If any band member is under 18 years of age a letter of permission must also be submitted by entrant(s) parent or legal guardian. If more than 5 band members are in band, list others names on separate sheet of paper and attach it to the entry form.

NAME _____ EMAIL _____

NAME _____ EMAIL _____

NAME _____ EMAIL _____

NAME _____ EMAIL _____

NAME _____ EMAIL _____

MUSIC CATEGORY: Describe your genre of music. The competition is open to the music genres of jazz, rock, blues, new age, acoustic, country, folk, soft rock, reggae' and adult contemporary.

SONG TITLES SUBMITTED TO WINERY MUSIC AWARDS FOR QUALIFICATION:

Song #1 _____ Written by: _____

Song #2 _____ Written by: _____

Song #3 _____ Written by: _____

Please number each of these performance dates in order of your preference, 1 through 4 with 1 being the most preferred. We do not guarantee your preference will be honored but will make every effort to do so.

_____ June 9 _____ July 14 _____ August 11 _____ September 15

All submission forms and songs will be reviewed by the Winery Music Awards qualifying committee. You will be notified by email if your entry is received by us before the entry deadline of May 19, 2007 AND your music qualifies, as judged by a pre-competition qualifying panel of music and entertainment industry marketing specialists. Each Round will accept only five artists to compete. **If you are accepted to compete in one of the Elimination Rounds, you must be able to perform on the assigned date at the host Paso Robles, CA winery location selected for that Elimination Round. The artist/band is responsible for securing all lodging and for all related lodging, meals and transportation expenses. All artists performing must be 21 years of age or older, or else have the written consent of a parent or legal adult guardian to enter the Competition.**

Send:

- 1.) Completed signed & dated Official Entry Form
 - 2.) Signed Music Submission Form
 - 3.) Artist/Band biography
 - 4.) Music CD with three songs
 - 5.) 8 x 10 B&W or color photo of Artist/Band;
 - 6.) Signed Release Forms (from all members) and
 - 7.) \$25.00 per artist/band entry fee (checks made payable to Kathy Kelly Productions, Inc.)
- (*NOTE: submissions that DO NOT include all the above items are invalid and become disqualified)

Send to:

Winery Music Awards
 PO Box 5262
 Paso Robles, CA 93447

By entering and/or accepting a Winery Music Awards prize, prize-winner releases and agrees to hold harmless Kelly Productions, Inc., its divisions, subsidiaries, affiliates, advertising, promotion and public relation agencies and sponsors from any and all liability for any injuries, loss or damage of any kind, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, or participation in the Winery Music Awards competition.

SIGNED: _____ DATED: _____



License, Assignment and Release

I (we), _____, irrevocably grant to Kathy Kelly Productions, Inc. (Founder, Owner & Producer of the Winery Music Awards, herein referred to as “Kelly”), the absolute, exclusive, and unrestricted right and permission to record, copy, reproduce, publish, photograph, film, televise, broadcast, and otherwise exhibit in any and all markets and media (collected “use”) my (our) appearance, name, likeness, voice and all other documents and artifacts provided to Kelly by me (collectively the “materials”) **solely for the purpose of promoting the event entitled “Winery Music Awards”**. This grant of rights is made without limitation upon time.

2.) I hereby waive any right to inspect or approve the materials or the uses to which any of those materials may be put, including without limitation the website, and/or any related advertising and promotion of the above event.

3.) Recognizing the licensed parties’ reliance upon this agreement, I (we) hereby irrevocably release, discharge, and agree to indemnify and hold harmless the licensed parties and each of them from all actions, damages, costs, liabilities, claims, losses and expenses of every type and description (including attorneys’ fees and expenses) to which the licensed parties or any of them may be subject as a result of or in any way related to any use of the materials by any of the licensed parties, including without limitation any claim for violation, infringement or invasion of any copyright, trademark right, privacy or publicity right, defamation or any other right whatsoever that I (we) now have or may ever have resulting from or relating to any such use of the materials.

4.) I (we) agree that all audio and/or video recordings and/or still photographs of the materials during said event or any of them as well as all descriptions or summaries of my (our) personal history and/or views that are made and used by any licensed party will be solely owned by Kelly or their assigns.

5.) Nothing herein will constitute any obligation on any licensed party to warrant the ownership rights of the materials set forth above.

6.) This License, Assignment and Release shall be governed by, and construed in accordance with, the law of the State of California, applicable to contracts entered into and to be fully performed therein.

I (we) have read this License, Assignment and Release prior to signing it, and I (we) understand its contents.

License, Assignment and Release
Page 2

DATE: _____

ARTIST SIGNATURE or ARTISTS'
REPRESENTATIVE: _____

NAME: _____
(please print)

ADDRESS: _____

TELEPHONE: _____

SS# _____

If signatory is not yet 18 years, complete the following form:

I, the undersigned, hereby warrant that I am the (Parent/Guardian) of
_____, a minor, and have full authority to authorize
and execute the above License, Assignment and Release which I have read and
approved. I hereby irrevocably release, discharge and agree to indemnify and
hold harmless each licensed party as provided above in paragraph 3.

DATE: _____ SIGNATURE: _____
(parent or legal guardian)

ADDRESS: _____
