



**Educational
Theatre
Association™**



The Stephen Schwartz Musical Theatre Teacher of the Year Award

The specific rules and requirements of The ASCAP Foundation/Educational Theatre Association Stephen Schwartz Musical Theater Teacher of the Year Award (the "Award"), including but not limited to, eligibility, winner selection process, and award criteria, are set forth below (the "Award Requirements"). These Award Requirements are supplemented by the general rules and regulations attached as Schedule A (the "General Terms" and collectively with the "Award Requirements", the "Official Rules"), which are incorporated by reference. By participating in the Award process, all nominees agree to be bound by these Official Rules and the decisions of The ASCAP Foundation (the "Foundation"), the American Society of Composers, Authors and Publishers ("ASCAP") and the Educational Theatre Association (EdTA), which are final and binding in all respects. To the extent not specifically defined below, all capitalized terms have the meaning set forth in the General Terms.

About the Award	The Foundation, EdTA and Stephen Schwartz wish to recognize the highest level of achievement for a middle or high school musical theatre teacher. The annual Award is named after Stephen Schwartz, the four-time Grammy and three-time Oscar winner who has written the music and lyrics for the Broadway hit <i>Wicked</i> and has contributed music or lyrics to <i>Godspell</i> , <i>Pippin</i> and more. The Award is administered by The Foundation and EdTA. All nominations will be evaluated by a distinguished panel of EdTA award-winning teachers, EdTA leaders, musical theatre industry professionals, and representatives of the Foundation.
Eligibility Requirements	<p>To be eligible for consideration for the Award, a nominee (each, a "<u>Nominee</u>") must be a middle or high school musical theatre teacher who is currently employed as such and is in good standing at their employer school. The Foundation or EdTA may, in their sole discretion, disqualify any Nominee if, at any time prior to the awarding of the Prize (as defined below), such Nominee is no longer in good standing at their employer school.</p> <p>Nominees must also be, at the time of entry: (a) a U.S. citizen, U.S. permanent resident or enrolled student with a valid and current U.S. student visa <u>and</u> (b) at least 18 years of age or the age of majority in the state or country of residence, whichever is older.</p> <p>Previous Award Recipients are not eligible to receive the Award.</p>
Application Period	The " <u>Application Period</u> " begins on March 7, 2023 and ends at 11:59 p.m. Pacific Standard Time on April 7, 2023 .
Nomination Process	<p>To be considered for the Award, Nominees must be nominated by themselves or by a student, peer or a principal (excluding family members), with the submission of a nomination form (each, a "<u>Nomination</u>") using the following method:</p> <p>Nominations may be submitted by completing the nomination form that is located at https://edta.secure-platform.com/a/page/edtaawards/schwartzaward (the "<u>Nomination Form</u>"), including a description of up to five hundred (500) words of the Nominee's program and career accomplishments (including, for example, productions, festivals and one-act competitions the Nominee has worked on, their successful student alumni and their impact beyond the school) and (a) a video available via a shared streaming link (e.g., YouTube, Vimeo etc.) of <u>under three (3) minutes</u> in length, that tells the story of the impact the teacher has had on students and/or colleagues. Videos should include testimonials, photos and clips from</p>

	<p>teacher’s showcases that represents their work ; (b) two (2) letters of recommendation of three hundred (300) words or less from a school administrator/employer, a colleague/peer or student, (excluding family members)(as described in the Nomination Form).</p> <p>Nominees may contact awards@schooltheater.org with any questions about the Nomination submission process.</p>
Judging Procedures & Criteria	<p>All nominations will be evaluated by a distinguished committee of EdTA award-winning teachers, EdTA leaders, musical theatre industry professionals, and representatives of the Foundation), with initial screening conducted by EdTA staff. The top three (3) finalists will be presented to The Foundation and Stephen Schwartz for input and selection of the final winner of the Award. The selection process will be completed by May 29, 2023</p>
Prize and Award Ceremony	<p>In accordance with the Judging Procedures and Criteria above, one musical theatre teacher demonstrating the highest level of achievement will be selected as the Award Recipient and will receive a monetary prize of \$5,000 (the “Prize”). The Award Recipient will be announced at the International Thespian Excellence Awards (“ThespyTM”) Showcase, at the closing of EdTA’s International Thespian Festival, the premier summer theatre intensive for high-achieving students and their teachers.</p>
Notification Date of Award Recipients	<p>June 5, 2023</p>

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS COMPETITION. Void where prohibited by law and outside the fifty (50) United States and District of Columbia and Puerto Rico. This Award is subject to all federal, state and local laws, regulations, and ordinances.

SCHEDULE A

**The ASCAP Foundation / Educational Theatre Association
Stephen Schwartz Musical Theatre Teacher of the Year Award
Official Awards General Rules and Regulations**

- 1. ACCEPTANCE OF TERMS & CONDITIONS:** By participating in the The ASCAP Foundation / Educational Theatre Association Stephen Schwartz Musical Theatre Teacher of the Year Award that references these Official Awards General Rules and Regulations (the “Award”), you (“you” or “Entrant”) hereby agree to be bound by and comply with: (a) these Official Awards General Rules and Regulations (and together with any specific Award Requirements, the (“Official Rules”), (b) the interpretation of the Official Rules by The ASCAP Foundation, located at 250 West 57th Street, 12th Floor, New York, New York 10107 (the “Foundation”) and the Educational Theatre Association, located at 4805 Montgomery Road, Suite 400, Cincinnati, Ohio 45212 (“EdTA”), and (c) any decisions by the Foundation, EdTA or the judges of the Award, which are final and binding in all respects. Entrant hereby acknowledges that they are bound to comply with the Official Rules, that any conduct not in compliance with the Official Rules will result in disqualification, and that the Foundation or EdTA may take any legal action associated with such misconduct. Each Award, including any application submitted by an Entrant or another party to participate in the Award process (each, an “Application”, and together with all information and materials provided by Entrant or another party in connection with the Application and the Award process, a “Submission”), and the collection, use and disclosure of such information and materials by the Foundation or EdTA), is subject to the terms and conditions relating to the access to and use of the Foundation website as set forth at <http://www.ascapfoundation.org/terms.aspx> (the “Foundation Terms of Use”), including the Foundation’s privacy policy (available at <https://www.ascapfoundation.org/privacy>) (the “Foundation Privacy Policy”). Without limiting the foregoing, Entrant’s access to and use of the materials made available to entrants via the webpage at <https://edta.secure-platform.com/a/page/edtaawards/schwartzaward> is also subject to the terms and conditions relating to the access to and use of the EdTA website, as set forth at <https://www.schooltheatre.org/privacypolicy> (the “EdTA Privacy Policy and Terms of Use”). Capitalized terms used but not defined herein shall have the meanings set forth in the Award Requirements for the applicable Award.
- 2. ADDITIONAL ELIGIBILITY REQUIREMENTS:** Judges of the Award or anyone involved in the Judging Procedure as set forth in the Award Requirements are not permitted to enter or win the Award. Employees, officers and directors of the Foundation, the American Society of Composers, Authors and Publishers (“ASCAP”), and any affiliated company, organization or entity, and their immediate family members, are not eligible to participate in the Award. For purpose of the foregoing, “immediate family” means parents, spouses, children, siblings or any members of the same households of such employees, officers and directors. For Entrants under the age of 18 (or the age of majority in the state or country of their residence), an Entrant’s parent or guardian will be required to complete and submit an Application (together with any other Submission materials) on behalf of such Entrant. In addition, for Entrants under the age of 13, such Entrant’s parent or guardian will be required to (a) complete and submit a paper application (together with any other Submission materials) on behalf of such Entrant and (b) give **Parental Consent** (as outlined below). Please review the **Foundation Privacy Policy** (available at <https://www.ascapfoundation.org/privacy>) and the **EdTA Privacy Policy** (available at <https://www.schooltheatre.org/privacypolicy>) for further information about the collection and use of personal information of any personal information from children under the age of 13 by the Foundation and EdTA respectively. The Foundation and EdTA each reserve the right to verify the eligibility of Award Recipients.
- 3. SUBMISSIONS & JUDGING.** Entrants must provide all required information as set forth the Award Requirements in order to be considered for the Award. If a Submission has more than one writer, then all writers or other submitters must agree and consent to participate in the Award process, and each will be deemed an Entrant subject to the eligibility requirements set forth in the Officials Rules. Entrants must provide all information required in the Award Requirements in order to be considered for the Award. Unless expressly set forth in the Award Requirements, Submissions will not be returned to Entrants. Any attempt by any Entrant to submit more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses (postal or email) or any other method may void all of that Entrant’s entries and that Entrant

may be disqualified at the discretion of the Foundation and EdTA. Entries specifying an invalid, non-working, or inactive phone number and/or email address may be disqualified and ineligible to receive the Award.

4. **SUBMISSION RESTRICTIONS/REPRESENTATIONS & WARRANTIES:** Each Entrant represents and warrants that the Submission: (a) does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights; (b) does not reference any third party unless the third party has expressly consented in writing to being referenced in the Submission, and Entrant can and will produce such written consent to the Foundation or EdTA upon request; (c) does not contain images or artwork not created by Entrant or the co-authors; (d) does not contain material that is determined to be inappropriate, indecent, obscene, hateful, discriminatory, tortious, defamatory, or libelous; and (e) does not contain material that is unlawful, in violation of or contrary to the laws or regulations in the United States, the State of New York and/or any other state or country where Submission is created. Each Entrant further represents and warrants that all information submitted in connection with the Submission is true, complete and accurate. The Foundation and EdTA reserve the right to disqualify any Submission for any reason whatsoever at their sole discretion, including, without limitation, based upon a determination that such Submission may violate or violates any representation or warranty set forth herein. By submitting a Submission, each Entrant acknowledges and agrees that they have read, and agree to bound by, these Rules, the Foundation Terms of Use and the EdTA Privacy Policy and Terms of Use.

5. **SELECTION OF AWARD RECIPIENT(S) AND PRIZE(S).** Each eligible Submission will be judged and recipients of the Award (each, an "Award Recipient") will be selected in accordance with the Judging Procedures and Criteria as set forth in the Award Requirements. Award Recipients will receive the Prizes (to be shared equally among other co-submitters identified in connection with the Submission, if applicable), and recognition at an Award Ceremony, if applicable, as determined at the sole discretion of the Foundation and EdTA. All Prizes exclude any and all associated costs, including, without limitation, travel, lodging, food and related and/or associated expenses that may be required or incurred in connection with receiving the Prizes and attending any Award Ceremony. Attendance of any Award Ceremony (if applicable) is optional but highly encouraged. Award Recipients are responsible for making all travel arrangements associated with attending any Award Ceremony (if applicable), including obtaining all necessary travel documents and all forms of insurance, including travel insurance. All other costs and expenses not specified herein, if any, are the responsibility of Award Recipients, unless otherwise provided for by the Foundation and EdTA. The Foundation and EdTA reserve the right to change specifications of, or to substitute, the Prizes, or to reschedule or cancel any Award Ceremony (if applicable), at any time without incurring any liability or other obligations. All Prizes and any Award Ceremony details (if applicable) are at the sole discretion of the Foundation and EdTA. No transfer of the Prizes to a third party is permitted. All federal, state, local and other tax obligations arising from participation in this Award, including, without limitation, winning and receiving the Prizes, will be the sole responsibility of Award Recipients.

6. **ANNOUNCEMENT.** Award Recipients will be notified no later than the Notification Date via either e-mail or phone as specified on the Submission. If the potential Award Recipients cannot be contacted within seventy-two (72) hours of sending the initial e-mail message or leaving a voicemail, such persons may be disqualified, and Entrants with the next highest score or evaluation will be selected as the alternate Award Recipients. Neither the Foundation nor EdTA shall be responsible for failed attempts to notify any potential Award Recipients. No responsibility is assumed by the Foundation or EdTA for any phone calls, text messages and/or e-mails that fail to deliver or that are returned as undeliverable or for any other problems, omissions or technical malfunctions associated with any network, servers, computer equipment, software, applications, the Internet or any combination thereof.

POTENTIAL AWARD RECIPIENTS ARE SUBJECT TO VERIFICATION BY THE FOUNDATION AND EDTA, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE AWARD. AN ENTRANT IS NOT AN AWARD RECIPIENT OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED, INCLUDING THROUGH THE SUBMISSION OF THE REQUIRED DOCUMENTATION SET FORTH BELOW, AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

7. **ADMINISTRATION OF AWARD:** If, for any reason, the Award is not capable of being implemented as planned, the Foundation and EdTA reserve the right at their sole discretion to cancel, terminate, modify or suspend this Award and select Award Recipients from entries received prior to the action taken or in such other manner as the Foundation and EdTA may deem fair and appropriate. The failure of the Foundation or EdTA to enforce any term of the Official Rules shall not constitute a waiver of that provision. The Foundation and EdTA reserve the right at their sole discretion to disqualify any individual they find to be attempting to tamper with or undermine the entry process, any website affiliated with the Award and/or the legitimate operation of the Award; violating the Official Rules; or acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person.

The following applies only in the event there is an Award Ceremony associated with an Award: In the event any Award Recipient engages in behavior during any Award Ceremony that (as determined, at their sole discretion, by the Foundation or EdTA) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of the Foundation or any affiliated company or organization, or any of their services, products, trademarks, service marks, or logos, the Foundation and EdTA reserve the right to remove such Award Recipient from such Award Ceremony with no further obligations or compensation whatsoever to such Award Recipient (which may, at the sole discretion of the Foundation and EdTA, result in such Award Recipient's disqualification and forfeiture of any (and/or all) Prizes).

8. **LOST OR CORRUPTED SUBMISSIONS:** The Foundation, ASCAP, EdTA, any individual involved in the judging procedures as set forth in the Award Requirements, and any of their affiliated companies, organizations or entities assume no liability for, and Entrants hereby forever waive any rights to any claim in connection with, lost, late, incomplete, incorrect, stolen and/or illegible Submissions. The Foundation, ASCAP, EdTA and any of their affiliated companies or organizations are not responsible for any incorrect or inaccurate information and assume no responsibility for any error, omission, deletion, defect, theft or destruction or unauthorized access to the Award.
9. **ERRORS:** The Foundation, ASCAP, EdTA any individual involved in the judging procedures as set forth in the Award Requirements, and any of their affiliated companies, organizations, or entities assume no liability and are not responsible for, and by participating in this Award. Entrants hereby forever waive any rights to, or any claim in connection with, errors and/or ambiguity: (a) in the Award; (b) in any related advertising or promotions of this Award; and/or (c) in the Official Rules. In the event of any ambiguity(s) or error(s) in the Official Rules, the Foundation and EdTA reserve the right to modify the Official Rules for clarification purposes or to correct any such ambiguity or error(s) without materially affecting the Official Rules.
10. **INDEMNITY:** Each Entrant in this Award, including, without limitation, any Award Recipient ("Indemnitor"), agrees to indemnify, defend (at the option of the Foundation or EdTA) and hold harmless the Foundation, ASCAP, EdTA any affiliated companies, organizations, or entities, and their respective directors, officers, employees, members, representatives, agents, successors and assigns, and any individuals involved in the judging procedures as set forth in the Award Requirements ("Indemnitees") from and against any claim, action, demand, suit, proceeding, loss, liability, damage, judgment, cost or expense, including without limitation any amounts paid in settlement, legal fees, disbursements and court costs, arising out of, resulting from or related to any breach or alleged breach by Indemnitor of any of the representations and warranties contained herein and for any injuries, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, and participation in any activity related to this Award, including, without limitation, attendance at any Award Ceremony for receipt of any Prize.
11. **PUBLICITY/NOTIFICATIONS/PRIVACY:** Entrants agree that, except where prohibited by law, if selected as an Award Recipient, their names, photos, biographies and/or likenesses, performances, statements, and other information contained in their Submissions (the "Materials"), including, without limitation, any photos or video of any appearance or performance at any Award Ceremony, may be displayed, reproduced, distributed, publicized, broadcast or transmitted over any medium by the Foundation, ASCAP, EdTA and any of their

respective affiliated companies, organizations, or entities for reporting and promotional purposes in perpetuity in connection with the Award, without any additional compensation, consideration, permission, or notification. Entrants further acknowledge and agree that Foundation and EdTA may contact Entrants using any and all information provided by or on behalf of Entrant to Foundation in connection with the Application or otherwise for the purpose of notifying Entrants of additional promotions and awards, together with the rules and eligibility criteria associated therewith. Subject to and without limiting the foregoing, information collected from Entrants is subject to the Foundation's Privacy Policy available at <https://www.ascap.com/help/legal/privacy-policy> and EdTA's Privacy Policy available at <https://www.schooltheatre.org/privacypolicy>.

12. **RELEASES:** Entrants further release the Indemnitees, from any and all liability, claims, or actions in connection with: (a) Entrants' acceptance, possession, use or misuse of the Prizes, and participation in any activity related to this Award, including, without limitation, attendance at any Award Ceremony (if applicable); and (b) the display, reproduction, distribution, publication, broadcast or transmission, or otherwise exploitation as provided for herein of the Materials or any portion thereof, including without limitation, any claim for copyright infringement, trademark infringement, defamation, slander, invasion of privacy, or infringement of rights of publicity.
13. **REQUIRED DOCUMENTATION:** Except where legally prohibited, potential Award Recipients (including all cowriter(s) of the musical work or composition, or other work or material, that is submitted for the Award) may be asked to sign and return certain documentation at the request of the Foundation or EdTA, including, without limitation, an Affidavit of Eligibility & Release ("**Required Documentation**"), certifying, among other things, authorship of the Submission and eligibility to enter the Award. Required Documentation is subject to verification by the Foundation and EdTA. If a potential Award Recipient (including any co-writer(s) of the musical work or composition, or other work or material, that is submitted for the Award) fails to sign and return the Required Documentation within the required time period, such potential Award Recipient will be deemed to have forfeited any applicable Prize, and the Entrant with the next highest score and evaluation will be selected as an alternate potential Award Recipient.
14. **LIMITATION OF LIABILITY:** IN NO EVENT WILL THE FOUNDATION, ASCAP, EDTA, ANY OF THEIR RESPECTIVE AFFILIATED COMPANIES, ORGANIZATIONS, OR ENTITIES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, MEMBERS, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS, OR ANY INDIVIDUALS INVOLVED IN THE JUDGING PROCEDURES AS SET FORTH IN THE AWARD REQUIREMENTS , BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE AWARD, TRAVEL ASSOCIATED WITH THE AWARD, USE/MISUSE OF ANY PRIZE, OR ANY INJURY OR DAMAGE TO ANY PERSON OR PROPERTY RELATED TO ANY PART OF THIS AWARD. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
15. **DISCLAIMER OF WARRANTIES:** THE AWARD AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE EXCLUSIONS.
16. **DISPUTE RESOLUTION; GOVERNING LAW AND JURISDICTION:** Except where prohibited, Entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with the Official Rules

and/or this Award shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate Supreme Court of the State of New York located in New York County; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Award process but in no event attorneys' fees, and not to exceed twenty dollars (\$20); and (c) under no circumstances will any Entrant be permitted to obtain awards for, and they hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of Entrants, the Foundation, ASCAP and EdTA in connection with the Official Rules and/or this Award, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

17. **AWARD RECIPIENT LIST AND TERMS & CONDITIONS:** For a copy of the Official Rules or the name of the Award Recipients, please email awards@schooltheatre.org.

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