



**METRO FM**

**15<sup>th</sup> Metro FM Music Awards**

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## INTRODUCTION

The METRO FM Music Awards exist to recognize accomplishment in South African recording industry by celebrating those groups and individuals who have excelled in the past year.

### **The key events in the awards process**

- 1.1. The 15<sup>th</sup> Annual METRO FM Music Awards open for entry on the **12 November 2015**. The closing date for entries is the **11 December 2015**.
- 1.2. Entry Forms, Rules and Regulations and Submission Checklist may be downloaded from the SABC Website.
- 1.3. An Artist may be entered into multiple categories and **4 copies** of the CD/Album are required per artist.
- 1.4. Entries received are then screened for compliance with the relevant rules and to check whether such entries are entered in the correct categories. The purpose of this process, known as **vetting**, is to ensure that each entry is eligible, in the right category and is not at risk of disqualification. The MMA15 panel performs this function. No artistic or technical judgments are made about entries at this stage.
- 1.5. Entries into incorrect categories are recommended for placement in the appropriate categories during vetting, in consultation with the entering record company. Entries that do not comply with the rules are disqualified.
- 1.6. METRO FM reserves the right to refuse applicants for a specific category if insufficient entries are received. Applicants will receive 5 working days' notice to resubmit their application to an alternative category. If insufficient entries are shortlisted for a specific category the MMA panel have the right to move any shortlisted entries to a suitable alternative category and the applicant will be notified of this accordingly.
- 1.7. A panel adjudicates all the categories in the awards, with the exception of the METRO FM Special Awards namely **Lifetime Achiever, Best Selling Music Download, Best Styled Artist/Group, Best Producer and Listeners Choice (Artist/Group)**. The panel of judges are reviewed annually, and are selected for their expertise in their respective fields with no vested interests in the music industry.
- 1.8. Entries are forwarded to the panel who adjudicate according to strict guidelines, which include applying the judging criteria for each category and their expert knowledge of the artists, music, the market and the music industry in general.

- 1.9. In the interest of uniformity and transparency, the panel is required to sit in together to vote and return results on prescribed forms in the presence of auditors. Results are then collated into auditable sets.
- 1.10. SABC Internal Audit calculates the results on which the list of nominees is based and certifies that such results have been arrived at in accordance with all relevant rules.
- 1.11. The Top 5 nominees per category will be announced at the Nominees Announcement Event to be held on the **14 January 2016**. Due to the amount of submissions received, METRO FM is only able to invite nominees to this event.
- 1.12. Voting lines for nominations are opened to the public at 12am on the **15 January 2016** and closed at 11:59pm on the **14 February 2016** via the official USSD line.
- 1.13. The voting results are verified by SABC Internal Audit and then revealed at the Main Gala Event on the 27<sup>th</sup> February 2016.
- 1.14. It is a strict requirement of the MMAs that the albums, singles and recordings eligible for entry at the 15<sup>th</sup> MMA must have been released between **23 November 2014** and **24 November 2015**.

#### **Date of the Awards Ceremony**

- 1.1. The Awards Ceremony will take place on Saturday the **27<sup>th</sup> February 2016**.

#### **Entry Mechanics**

- 1.1. Entry forms must be downloaded from [www.metrofm.co.za](http://www.metrofm.co.za), completed and hand delivered to **METRO FM Offices | Office 826 | 8<sup>th</sup> Floor SABC Radio Park | Auckland Park**.
- 1.2. All queries must be e-mailed to [awards@metrofm.co.za](mailto:awards@metrofm.co.za) or call 011 714 3151.
- 1.3. See check list on entry form for entry requirements.

***\*All the above must reach METRO FM by no later than the published closing date being the 11<sup>th</sup> December 2015 at 17h00.***

## GENERAL RULES

### 1. Eligibility for Entry

1.1. Entries are open to any South African artist (as defined below) who qualifies in terms of the rules applicable to the relevant category or categories and the qualification criteria set out below. Entry is open in respect of any qualifying recording artist, being a person who:

- has been a legal resident in South Africa for a minimum of 12 months on the date of entry; or
- is a South African citizen; and
- provided that the entrant is a South African record company and owns at least 50% (fifty percent) of the master recording contained in the entry in question

1.2. The same applies to artist comprising duos or groups, provided that not less than 50% of its members comply with the qualification criteria set out above. METRO FM reserves the right to request documentary proof that all artists, producers, directors and engineers meet the qualification criteria as set out herein.

1.3. All Albums submitted for the 15<sup>th</sup> MMA must have been commercially released (in other words first made available for purchase by the retail trade) in South Africa during the entry period **23 November 2014 and 24 November 2015**.

*\*This clause is applicable ONLY to Album categories.*

1.4. Singles submitted for entry from albums that were manufactured prior to 24 November 2014, but only commercially released during the entry period will qualify for entry ON CONDITION that a written proof of release details for the entry period is submitted together with the fully completed entry form. METRO FM shall be entitled to request further or better proof in its discretion.

*\*This clause is applicable to **Hit Single, Best Video and Best Remix** categories ONLY.*

1.5. Unless otherwise stated, awards are presented for album releases. An album is defined as a commercially available compact disc containing a minimum of 7 (seven) different and previously unreleased sound recordings by the artist or group in question (in other words, no re-released albums or "best of" albums); and not less than 30 (thirty) minutes of previously unreleased recorded performance.

The following categories are **excluded** from this requirement:

- Category - METRO FM Lifetime Achiever
- Category - Best Selling Download
- Category - Best Styled Artist/Group
- Category - Best Producer
- Category - Best Hit Single
- Category - Best New Artist

1.6. **Multi-artist compilations** or previously released recordings **may not** be submitted for entry unless the category rule states otherwise.

## 2. Prizes

1.7. Statuettes are awarded to the winning artist except where the category states otherwise, as the case may be.

1.8. Nominees who fail to attend the award ceremony will not be eligible to receive the statuette. Exceptions to this rule will be considered provided that application is made by the nominee giving written notice of their inability to attend, with an accompanying motivation to be received by METRO FM within 14 (fourteen) days of the main Event.

1.9. Should the application be successful then the nominee may be required to record an audio-visual interview for each category entered for broadcast purposes, a copy of which **must** be delivered to METRO FM offices by no later than the 20 February 2016.

## 3. Broadcast and Exploitation Rights

1.10. In order to produce the awards event, METRO FM will require the following from each qualifying artist who is nominated as a finalist in any category:

The right to use each nominee's photograph, name, likenesses, image, biography, interviews and recorded performance at each event of the awards, for the marketing, advertising, filming, and broadcast.

The right to use the sound recordings or part thereof embodied in the album entered in the awards for the purposes of the marketing, advertising, filming and broadcast of the awards e.g. AV's and TV promos

The right to a maximum of one song and accompanying video per sound recording submitted for the competition, for possible inclusion onto a CD and DVD to be manufactured and distributed for sale in South Africa, Lesotho, Swaziland, Botswana, Namibia and Zimbabwe and in other stated areas

The SABC will seek the relevant record company's consent prior to the inclusion of any of its recordings and artists in a commercially available DVD and CD.

#### 4. General

1.11. All entrants hereby waive any claim of whatsoever nature which they may have against the Sponsors and/or METRO FM arising out of or in connection with their participation in this competition and will ensure that the nominees will do the same.

1.12. METRO FM shall not be liable to an entrant for any reason whatsoever, whether in contract, delict or otherwise arising out of, or in connection with the 15th MMA. The entrant hereby fully and effectually indemnify the SABC and its Sponsors and their successors, assigns, licensees and each of their officers, directors, employees and agents and hold them harmless from and against any and all claims, **liabilities, judgments, losses, damages, costs and expenses (including reasonable legal expenses) directly or indirectly due to any breach of these rules by the entrant. This indemnity shall survive the competition of the Awards.**

1.13. By submitting a fully completed entry for the 15th Annual MMA the entrant agrees to abide by the Rules as stated in this document.

1.14. All decisions with respect to the acceptance of any entry and eligibility of entries are made by METRO FM and shall be final and binding upon all entrants. In the event of any dispute, METRO FM's decision shall be binding on the entrant and no correspondence will be entered into.

1.15. All physical materials submitted become the property of METRO FM and will not be returned to the entrant. METRO FM shall not be responsible for late, lost, damaged, misdirected, stolen or misappropriated entries.

- 1.16. METRO FM may, without the entrant's further consent, use the entrant's name, and the name, likeness, biography and photographs of its nominees owned or controlled by the entrant ("contribution materials") without charge in exploiting advertising and publicizing the competition in all media and formats throughout the universe.
- 1.17. The entrant hereby represents; warrants and undertakes to METRO FM that the entrant is entitled to enter the competition and has full power and authority to grant rights herein expressed to be granted.
- 1.18. The entrant shall not, without the prior written consent of METRO FM (except as required by law) at any time hereafter, either personally or by means of press or publicity or advertising agents or agencies, divulge or disclose any information of any nature or kind relating to the development or production of the competition to any person, relating to any matter arising hereunder or to the general affairs of METRO FM, coming within the entrant's knowledge by reason of this competition or otherwise howsoever.
- 1.19. Notwithstanding, and irrespective of, any advertisement or announcement which may have been or may hereafter be published, METRO FM shall not be liable to the entrant for, or in respect of, any loss of publicity, advertisement, reputation or the like due to the entrant's non-appearance in the competition and/or METRO FM's failure to produce, advertise, promote or exploit the competition and nothing contained herein shall be construed so as to impose upon METRO FM any obligation to make use of the services of the entrant, or to permit the entrant to play any part in the making of the competition, or to produce, advertise, promote (or to continue the production, advertising, promotion or exploitation) of the competition.
- 1.20. Once submitted an entry may only be withdrawn by the entrant. The request to withdraw an entry must be made in writing and received by METRO FM no later than 7 (seven) day after the closing date of the entry period.
- 1.21. METRO FM reserves the right to withdraw an award from any winner, who in METRO FM's sole discretion has brought the METRO FM Music Awards into disrepute.

## CATEGORIES

### **ALBUM CATEGORIES:**

- Best African Pop Album
- Best Compilation album
- Best Dance Album
- Best Duo/Group Album
- Best Female Album
- Best Hip Hop Album
- Best Kwaito Album
- Best Male Album
- Best New Artist
- Best Urban Gospel Album
- Best Urban Jazz Album
- Song of the year 2015

### **SINGLE CATEGORIES:**

- Best Hit Single
- Best R&B Single
- Best Collaboration
- Best Music Video
- Best Remix

### **METRO FM SPECIAL AWARDS:**

- Lifetime Achiever
- Best Styled Artist/Group
- Best Producer
- Listeners Choice (Artist/Group)



## CATEGORIES RULES AND REGULATIONS

### Album Categories

Unless otherwise defined below, all categories are judged on the following criteria:

- Artist Ability
- Creativity
- Production
- Entertainment Value

#### 1.1. Best African Pop Album

This category is for entry by artists who perform African Pop music.

#### 1.2. Best Compilation Album

This category is for entry by artists and/or DJ's who perform or license dance music. Albums entered into this category, that contain licensed tracks not performed by the artist or DJ will be considered on the basis that such licensed tracks do not form the predominance of repertoire on the album. International songs will be permitted in this category.

#### 1.3. Best Dance Album

This category is for entry by artists and/or DJ's who perform dance music influenced by urban genres of music where the artist or DJ in question performs the songs on the album. Albums entered into this category, that contain licensed tracks not performed by the artist or DJ will be considered on the basis that such licensed tracks do not form the predominance of repertoire on the album. Entrants should note that judges will only consider the tracks performed by the artist or DJ in question when adjudicating the album.

#### 1.4. Best Duo/Group

This award will go to the duo or group recording collectively as an artist whose entry is an album that, in the opinion of the judges, by its excellence, regardless of its genre, better than any other album by a duo or group entered in the 15th MMA.

#### 1.5. Best Female

This award will go to a female artist whose entry is an album that, in the opinion of the judges, is by its excellence, regardless of its genre, better than any other album by a solo female artist entered into the 15th MMA.

1.6. Best Hip Hop Album

This category is for entry by artists who perform Hip Hop Music.

1.7. Best Kwaito Album

This category is for entry by artists who perform Kwaito Music.

1.8. Best Male

This award will go to a male artist whose entry is an album that, in the opinion of the judges, is by its excellence, regardless of its genre, better than any other album by a solo male artist entered into the 15th MMA.

1.9. Best Newcomer

This award will go to the artist whose entry is the debut album by that artist and where the artist in question has never previously earned artist royalties from album sales and where such a debut album, in the opinion of the judges, is by its excellence, regardless of the genre, better than any other debut album entered by a Newcomer in the 15th MMA.

1.10. Best Urban Jazz

This category is for entry by artists who perform urban contemporary jazz music containing any combination of vocal and/or instrumental elements where the artist in question is an urban contemporary jazz artist.

1.11. Best Urban Gospel Album

This category is for entry by artists who perform Gospel music influenced by urban genres of music e.g. R&B, Soul, Hip Hop, African Pop, Jazz, Dance, etc.

1.12. Song of the Year 2015

This award will go to the artist or group whose entry is a song that, in the opinion of the judges, is by its excellence, regardless of its genre, better than any other song entered in the 15th MMA.

(The song must be from an album that was released within the prescribed period being 23 November 2014 - 24 November 2015 **OR** singles commercially released during the entry period being 23 November 2014 - 24 November 2015. A written proof of release date required).

## Single Categories

### 1.1. Best Hit Single

This award will go to the artist or group whose entry is a single that, in the opinion of the judges, is by its excellence, regardless of its genre, better than any other released single entered in the 15th MMA. (This applies to singles commercially released during the entry period being 23 November 2014 - 24 November 2015. A written proof of release date required).

### 1.2. Best R&B Single

This category is for entry by artists who perform R&B and or Neo-Soul or Soul Music.

### 1.3. Best Collaboration of the Year

This award will go to the duo or group whose entry is a collaboration that, in the opinion of the judges, is by its excellence, regardless of its genre, better than any other collaboration entered in the 15th MMA.

### 1.4. Best Remix

This award will go to the duo or group whose entry is a remix that, in the opinion of the judges, is by its excellence, regardless of its genre, better than any other remix entered in the 15th MMA.

### 1.5. Best Music Video

This award will go to the artist or group whose entry is a music video that, in the opinion of the judges, is by its excellence, regardless of its genre, better than any other music video entered in the 15th MMA. (Please supply music video in MP4 format on DVD/CD).

## Special Awards

This category is not open for entry. The appointed MMA panel will nominate the recipients.

### 1.1. METRO FM Lifetime Achiever

The Lifetime Achievement Award is awarded by METRO FM to deserving South African artists/performers that, during their lifetimes, have made creative contributions of outstanding artistic significance to the field of recording.

1.2. Best Styled Artist/Group

This award will go to the artist or group whose style, in the opinion of the judges, is by its excellence, regardless of its genre, and is better than any other artist/group entered in the 15th MMA.

1.3. Technical Category - Best Producer

This category is awarded to a **producer** who has produced a recording of music by an artist who is eligible for entry to the 15th MMA and is judged on the following criteria:

- Musicality
- Audio quality
- Cohesion
- Interpretation
- Creativity
- Entertainment Value

**WAIVER AND INDEMNITY**

**We, the undersigned,**

\_\_\_\_\_  
[COMPLETE NAMES/REGISTERED COMPANY]

**REGISTERED ADDRESS /PLACE OF BUSINESS ADDRESS:**

\_\_\_\_\_  
*[DOMICILIUM CITANDI ET EXECUTANDI]*

CONTACT PERSON:

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

Hereby agree and record that we voluntarily choose, elect and willingly participate in the **15th METRO FM Music Awards (MMA)** and all of its processes and the aspects thereof and its procedures, whatsoever they may be and howsoever they may arise, arranged, organised and brought about for and on behalf of **METRO FM ("METRO")** and the **South African Broadcasting Corporation Limited ("SABC")** and the Sponsors as well as the agents, independent contractors, associated entities, service providers, and all and any other associated, related and other entities and organisations concerned with, related or participating in, directly or indirectly in the promotion or conduct in the widest sense of the MMAs and all the associated activities as well as all of the directors, , partners, associates, agents, independent contractors and/or service providers in any capacity of any of the above.

We therefore assume to ourselves and on behalf of the nominees, all risk and responsibility arising from any loss, mishap, injury, harm and damage of whatsoever nature and howsoever arising.

We furthermore indemnify and hold **METRO FM** the **SABC**, its associated entities Sponsors, agents, independent contractors, or service providers harmless and waive and abandon and renounce any claim of whatsoever nature and howsoever arising which we ourselves or and acting on behalf of the nominee may have against **METRO FM**,

the **SABC**, Sponsors, agents, Independent Contractors or, service providers arising from our participation in the MMAs and its processes. This indemnity and waiver is binding on our successors-in-title and /or assignees

We undertake to ensure that all the nominees agree in writing to be bound by this indemnity and waiver.

We agree and accept that we and /or the nominees through our participation in the MMAs are likely to ,either directly or indirectly, come across certain information( written or verbal) and issues, and/or discussions including but not limited to trade secrets, Intellectual Property rights, strategy and/or plans( "Confidential Information) in relation to the MMAs ("**Confidential Information**") and therefore undertake to keep this confidential and secret and we also waive and renounce the right to provide or distribute or publish or release any confidential information to any media or any other person without the prior written consent of **METRO FM** and the **SABC**.

We further acknowledge that the rules of the MMAs are binding on us and that the decision of the panel of judges and where, applicable **METRO FM** with regard to any process involved in the MMAs, shall be final and binding. We therefore waive, abandon and renounce any right to contest, challenge, dispute or enter in to litigation or claim or other process in respect of the MMAs, its processes and/or outcome or otherwise, howsoever arising.

This waiver and indemnity (other than the rules of the MMAs) constitute the sole terms and conditions applicable hereto. Any failure to enforce any of the rights in terms hereof by the **SABC** and/or **METRO FM** and/or the Sponsor in particular in general shall not constitute any waiver of their rights.

We know and understand the contents hereof and understand and acknowledge that should we so require, the terms and conditions hereof will be explained to such extent as may be necessary and;

We acknowledge, warrant and confirm that all of the information provided herein is true and correct in every aspect and detail.

\_\_\_\_\_  
SIGNATURE (authorised to sign on behalf of the Company)

**FULL NAMES:** \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

