

EUR(O)VISION

OPERATED BY EBU

**RULES OF THE 61ST
EUROVISION SONG
CONTEST**

EURO+vision

SONG CONTEST
STOCKHOLM 2016

TABLE OF CONTENTS

SECTION 1 - THE EUROVISION SONG CONTEST	1
1.1) Description	1
1.1.1) EBU Coproduction.....	1
1.1.2) Content.....	1
1.1.3) Determination of the scores and of the winning song	1
1.2) Criteria of eligibility.....	2
1.2.1) Songs.....	2
1.2.2) Performances and artists	2
1.3) National Juries	2
1.3.1) Composition.....	2
1.3.2) Implementation	2
1.3.3) National Juries' voting procedure	2
1.4) Procedure in case of a tie in the Semi-Finals or in the Final	3
SECTION 2 - LEGAL AND FINANCIAL PROVISIONS.....	3
2.1) Application process	3
2.1.1) Eligibility of Members	3
2.1.2) Procedure.....	3
2.2) Participating Broadcasters' commitments	4
2.2.1) Next ESC.....	4
2.2.2) Undertakings	4
2.3) Rights acquisition.....	5
2.3.1) Rights, authorizations and undertakings to be obtained by each Participating Broadcaster.....	5
2.3.2) Guarantee/indemnification	6
2.4) Exploitation/Grant of rights.....	6
2.4.1) Broadcasting obligations of the Participating Broadcasters	6
2.4.2) Participating Broadcasters' rights.....	7
2.4.3) EBU's rights and obligations.....	8
2.5) Funding	9
2.6) Measures intended to compensate for damage caused, or a breach of the ESC Rules by a Participating Broadcaster	9
2.6.1) Indemnification.....	9
2.6.2) Fines.....	10
2.6.3) Sanctions	11
2.7) Postponement, transfer or cancellation of the Shows	12
2.8) Prevailing Version	12
SECTION 3 - CENTRALIZED EXPLOITATION.....	12
3.1) Centralized marketing activities	13
3.1.3) Offer of commercial air-time	14
3.1.4) Merchandising	14
3.2) Centralized televoting	14
3.2.2) Centralized televoting operation.....	14
3.2.3) Guidelines	14
3.2.4) Instructions related to the televoting.....	15
3.2.5) Announcement of the results of the televoting.....	15
3.3) Sharing of revenue	15
3.3.1) Sharing key.....	15
3.3.2) Distribution.....	15
ANNEXE 1.....	16
Duties of the Host Broadcaster.....	16
ANNEXE 2.....	18
The Reference Group for the Eurovision Song Contest	18
ANNEXE 3.....	19
Duties of the EBU.....	19

SECTION 1 THE EUROVISION SONG CONTEST

1.1) Description

1.1.1) EBU Coproduction

The Eurovision Song Contest (the "ESC") is an international coproduction by EBU Members which is carried out under the auspices of the European Broadcasting Union (the "EBU") as part of the television programme exchange known as Eurovision.

A maximum of 46 Active EBU Members shall be allowed to participate (the "**Participating Broadcasters**"). Active EBU Members from a maximum total of 26 countries shall compete in the Final. There shall be six guaranteed places therein (i.e. one for the producing organization (the "**Host Broadcaster**"), five EBU Members from France, Germany, Spain, Italy and the United Kingdom). Subject to a decision by the EBU in consultation with the Reference Group, the number of guaranteed places in the Final may be modified depending on circumstances. Apart from the six broadcasters with guaranteed places, all Participating Broadcasters from a maximum of 40 countries shall compete in one of the Semi-Finals for the remaining places in the Final.

The EBU reserves the right to modify the format of the Shows, subject to the Reference Group seeking the prior approval of the Eurovision Television Committee.

1.1.2) Content

The ESC is composed of three live Shows, two Semi-Finals usually taking place on Tuesdays and on Thursdays and one Final taking place on Saturdays. The Shows are produced and transmitted live by the Host Broadcaster (see the Event Schedule) and are made available over the Eurovision satellite network for live broadcast by the Participating Broadcasters.

Each Show is a state-of-the-art, world-class television production and consists chiefly of successive live televised performances of songs by artists entered by the Participating Broadcasters to represent their countries. Each song which competes in the ESC shall be selected through a national selection to be organized by each Participating Broadcaster. The national selection is organized under the sole responsibility of the Participating Broadcaster in question.

The main title of the Shows is the "Eurovision Song Contest", followed by the year during which it takes place. It shall be used by all broadcasters, although they may instead use a translation into their national language, subject to the approval of the EBU Permanent Services. If the translation is approved, the main title need not be used. Broadcasters are also permitted to include a minor title under the main title, using the name by which the ESC has been known in recent years in their respective countries.

The allocation of the countries to the two Semi-Finals and the position of appearance of the Host Broadcaster in the Final shall be decided by means of draws organized by the Host Broadcaster. The Shows are presented on stage, in both English and French, by the international presenters. National commentary by commentators appointed by each of the Participating Broadcasters is added to the international version of the Shows for broadcast in their respective countries.

1.1.3) Determination of the scores and of the winning song

Viewers in the countries of the Participating Broadcasters are invited to vote for their favourite songs (without the possibility of voting for the song representing their own country) by means of televoting, which shall be implemented in all the countries of the Participating Broadcasters. In addition, in each participating country, there shall be a National Jury to be appointed by that country's Participating Broadcaster to vote in the Semi-Finals and in the Final in accordance Section 1.3 below.

With respect to the televoting, the song which has received the highest number of votes shall be ranked first, the song which has received the second highest number of votes shall be ranked second and so on until the last song.

With respect to the National Jury voting, the jury members shall rank first their favourite song, second, their second favourite song, third, their third favourite song, and so on until their least favourite song which shall be ranked last. Abstentions are not allowed, except that the song representing the country of the Participating Broadcaster which has appointed the National Jury shall be excluded from the vote.

In both Semi-Finals and in the Final, the ranks of the televoting and the National Jury shall be combined and

- 12 points shall be allocated to the song having obtained the best rank once the ranks from the televoting and from the National Jury have been combined;
- 10 points to the song having obtained the second-best combined rank from the televoting and from the National Jury,
- 8 points to the song having obtained the third-best combined rank from the televoting and from the National Jury,
- 7 points to the next,
- and so on, down to 1 point for the song having obtained the tenth-best combined rank from the televoting and from the National Jury.

Once all the songs have been performed, the results shall be announced. The international presenters shall announce the names of the countries which have qualified from the Semi-Finals for the Final. In the Final, the results in each country shall be announced in turn by the spokesperson of each Participating Broadcaster, clearly and distinctly in English or in French (stating first the name of the country concerned and then the points allocated to the songs, in ascending order). The way of presenting the results and/or the points during the Shows shall be decided in common agreement between the Host Broadcaster and the EBU Permanent Services and subject to the approval the Reference Group.

The respective winners of the Semi-Finals and of the Final shall be the song(s) which, *according to all information made available to the EBU Permanent Services by the pan-European televoting partner*, has/have obtained the highest combined rank from the televoting and of the National Juries at the time of announcement of the results.

The song writer(s), artist(s) and Participating Broadcaster of the winning song(s) in the Final shall receive the ESC Trophy, and the transmission of the Final shall end with a further performance of the winning song(s).

The full results of the televoting and jury voting in the Semi-Finals and the Final, as well as the individual ranking submitted by each jury member, shall be announced on the official website of the ESC, www.eurovision.tv, after the end of

the Final and such results may be made available on National Websites of the Participating Broadcasters.

1.2) Criteria of eligibility

1.2.1) Songs

- (a) The compositions (lyrics and music) must not have been commercially released before the Release Date (see the Event Schedule). In case the composition has been made available to the public, for example, but not limited to, on online video platforms, social networks or (semi-) publicly accessible databanks, the Participating Broadcaster must inform the ESC Executive Supervisor, who shall have authority to evaluate whether the composition is eligible for participation in the Event. In particular, the ESC Executive Supervisor shall assess whether such disclosure prior to the Release Date is likely to give to the composition an advantage in the Event vis-à-vis the other compositions. The ESC Executive Supervisor shall authorise or deny participation of a composition which may have been available to the public as described above, subject to the prior approval of the Reference Group.
- (b) The maximum duration of each song is three minutes. Any song/performance which is longer may be disqualified by the EBU Permanent Services after consultation with the Reference Group.

1.2.2) Performances and artists

- (a) Each performance may consist of a maximum of six people on stage. No live animals shall be allowed on stage.
- (b) All artists competing in a Semi-Final must be aged at least 16 on the day of the Final. All artists competing only in the Final must be aged at least 16 on the day of the Final.
- (c) No artist may compete for more than one country in the ESC in a given year.
- (d) Each Participating Broadcaster is free to decide the language in which its artist(s) will sing.
- (e) Artists shall perform live on stage, accompanied by a recorded backing-track which contains no vocals of any kind or any vocal imitations. The Host Broadcaster shall verify respect for this rule.
- (f) The stage performance shall be identical in all second Dress Rehearsals and during the live Shows.
- (g) Changes to the lyrics, the artist or group (including its name), the title of the song and the language of the performance (i.e. all elements which appear in printed material such as brochures, CD covers and booklets) shall be allowed only up until the date of the HoD Meeting. Any later changes may be approved only by the Host Broadcaster, in consultation with the EBU Permanent Services, but in such a case an automatic penalty shall be applied (see clause 2.6.2 a) below).
- (h) The lyrics and/or performance of the songs shall not bring the Shows, the ESC as such or the EBU into disrepute. No lyrics, speeches, gestures of a political or similar nature shall be permitted during the ESC. No swearing or other unacceptable language shall be allowed in the lyrics or in the performances of the songs. No messages promoting any organization, institution, political cause or other, company, brand, products or services shall be allowed in the Shows and within any official ESC premises (i.e. at the

venue, the Eurovision village, the Press Centre, etc.). A breach of this rule may result in disqualification.

1.3) National Juries

1.3.1) Composition

Each National Jury shall vote in accordance with the instructions included in the so-called "Green Document" and shall be composed of five members, including a chairperson. In addition, each Participating Broadcaster shall appoint a back-up member in case a member cannot fulfil his duty. The names thereof shall be communicated to the EBU by the ***National Jury Deadline***.

Members of the National Juries must not be employees of Participating Broadcasters.

Members shall not have been part of a National Jury the preceding two years.

Members of the National Juries must pursue one of the following professions within the music industry: radio DJ, artist, composer, author of lyrics or music producer.

There shall be a balance among the members of each National Jury to ensure sufficient representativeness in terms of gender, age and background.

All members of the National Juries shall be citizens of the country they represent.

No member of a National Jury shall be connected in any way with any of the participating songs entered and/or artists performing in the ESC in such a way that they cannot vote in complete independence and impartiality.

The names of the members of the National Juries shall not be disclosed until the EBU publishes them on the Official ESC Website (i.e. on 1 May before the ESC). The names must be made known on air during the Final by the national commentator(s) in the territory concerned.

1.3.2) Implementation

All Participating Broadcasters having a contestant in a Semi-Final shall ensure that a National Jury votes in that Semi-Final. The six Participating Broadcasters with guaranteed places in the Final shall also appoint a National Jury to vote in the Semi-Final which they are required to broadcast. All Participating Broadcasters shall appoint a National Jury to vote in the Final (even if their song is not selected for the Final). The same National Jury shall vote in the Semi-Final and in the Final. Implementation of the compulsory televoting shall not exempt any Participating Broadcaster from appointing a National Jury. National Juries shall vote in all countries and in all cases.

The votes of the National Juries shall be used (i) in case of a technical or similar failure in the televoting procedure, (ii) in all cases, for calculating the ranking of the songs in the Semi-Finals and in the Final and (iii) to solve a tie situation should two or more songs receive the same number of televotes.

The EBU Permanent Services shall decide during the Semi-Finals and the Final whether *only* the National Jury votes shall be used. In particular, the EBU Permanent Services may decide to use such votes in a given country if an insufficient number of televotes has been registered in that country.

1.3.3) National Juries' voting procedure

Each National Jury shall meet in its own country on the day of the second Dress Rehearsal of the Semi-Final in which it is responsible for voting and on the day of second Dress Rehearsal of the Final. The National Juries shall watch the live transmission of the second Dress Rehearsals and proceed to

vote in accordance with the EBU's instructions included in the so-called "Green Document".

All members of the National Juries shall receive their own voting sheet (*to be distributed by the pan-European televoting partner*) and shall be required to send a form, duly completed, in which they confirm that they will comply with the voting instructions, as well as a signed declaration in which they undertake to vote independently.

After the presentation of all the songs in a given Show, each jury member shall rank all songs which have been performed in the Show in question in accordance with the system described under Section 1.1.3.

Each National Jury's deliberations shall be monitored by a notary, whose tasks shall be to:

- ensure compliance with the voting rules;
- to avoid any calculation error, collect, check and certify, before the ranks are allocated and entered into a computer by the chairperson:
 - ✓ the calculation of the results and
 - ✓ the completed voting papers established by the chairperson;
- send by fax all the certified voting papers to the pan-European televoting partner. Respect for this provision shall be the responsibility of the Participating Broadcasters.

The Chairperson and the Notary shall remain available and must be attainable at any time until the beginning of the Shows.

If it appears that votes are casted only in the intent to abuse the voting system or to false the final results or have not been undertaken in accordance with the Green Document, the EBU Permanent Services, in consultation with the Pan-European televoting partner, the independent auditor of the voting process and the chairman of the Reference Group reserve the right to remove such votes for allocating the ranks.

Each Participating Broadcaster shall ensure that its National Jury is fully independent and votes in total impartiality. It shall cooperate with the EBU and the independent auditor in connection with all matters regarding National Jury voting,

1.4) Procedure in case of a tie in the Semi-Finals or in the Final

If there is a tie between two or more songs when the combined calculation between televotes and National Jury votes is used to determine the final ranking of the songs in the Semi-Finals or in the Final, the song(s) which obtained the most votes from the televotes shall be ranked highest.

Should two or more songs receive exactly the same number of televotes in a given country, the results of the National Jury shall be used to determine their respective ranks (i.e. the song having obtained the best rank from the National Jury shall be ranked highest).

Should two or more songs receive exactly the same rank from a National Jury, the order shall be ascertained by a show of hands by the members of the National Jury. If there is still a tie, the final order shall be decided by the vote of the youngest member of the National Jury.

Should there be a tie for the last position in a Semi-Final (because two songs have received the same number of points) or for the first place in the Final, as well as any other situation where a tie occurs, the winner shall be the song which has obtained points from the highest number of countries. If the tying songs have received points from the same number of countries, the highest number of 12-point

scores shall be decisive. If the winner still cannot be determined by this procedure, the number of times ten points have been awarded shall be the deciding factor. If necessary, this method shall continue until account has been taken of the number of times one point has been awarded.

In the very unlikely case that after applying the above procedure in a Semi-Final there is still a tie concerning the qualifying ranks and non-qualifying ranks, the tie shall be resolved by giving precedence to the country which was earlier in the running order for the Semi-Final in question. The same procedure shall be used to resolve any other ties.

SECTION 2 LEGAL AND FINANCIAL PROVISIONS

2.1) Application process

2.1.1) Eligibility of Members

Only television broadcasters which are Active Members of the EBU are eligible to participate in the ESC. The EBU Permanent Services may apply additional rules in order to ensure that the number of participating broadcasters is suitable for the format of the Shows.

The sanctions procedure (level 2) under the EBU Code of Finance shall apply, i.e.:

"Any invoice not paid within 210 days of the date of issue or more than 180 days overdue shall cause the debtor, in addition to the sanctions noted above, to be denied access to all services, including the Eurovision Song Contest and sports events [...]. However access to the Eurovision Song Contest and sports events may be allowed if an agreed payment plan is in place with an established record of adherence (usually two months of payments under the plan) prior to the [...] Withdrawal Deadline [...]."

2.1.2) Procedure

All Active EBU Members wishing to participate in the ESC must complete the confirmation of participation form attached hereto and return it by the **Application Deadline** (see the Event Schedule) as per the indications mentioned therein.

On the basis of the replies received, the EBU Permanent Services shall draw up the list of Participating Broadcasters and shall notify to them the preliminary participation fees by the **Communication Deadline** (see the Event Schedule). If more than 45 countries apply to participate in the ESC, the Reference Group shall decide which countries shall have priority to participate. One criterion may be to give priority to countries which have participated the most often in the five previous editions of the ESC. The remaining countries shall be placed on a waiting list and shall be notified accordingly. If a place becomes available in one of the Semi-Finals the Reference Group shall decide, preferably through a draw, which Member shall have the right to participate.

Any EBU Member accepted as a Participating Broadcaster may withdraw without incurring any financial penalty until the **Withdrawal Deadline** (see the Event Schedule). Without prejudice to any sanction which may be applied as per the provisions of Section 2.6 below, if after the **Withdrawal Deadline** a Participating Broadcaster withdraws or is disqualified for non-compliance with these Rules, it shall remain liable for paying 100% of its final participation fee.

The final participation fees shall be established by the EBU Permanent Services and shall be communicated to the Participating Broadcasters on the **Notification Deadline** (see the Event Schedule) at the latest.

In any of the above-mentioned circumstances the EBU Permanent Services remain free to decide whether or not to replace a Participating Broadcaster which is disqualified or has withdrawn by another EBU Member if this is still compatible with the schedule for preparing the Shows.

2.2) Participating Broadcasters' commitments

2.2.1) Next ESC

By applying to participate, each Member must also be willing and able to host the next ESC with all its obligations, as set out in Annexe 1 and further detailed in the Host Broadcaster agreement.

If so required by the EBU, the Participating Broadcaster which has entered the winning song shall:

- be obliged to host the next edition of the ESC in accordance with the corresponding rules and with the obligations set out in Annexe 1;
- provide a financial guarantee, which shall be, if the EBU Permanent Services so require, a pre-condition for the EBU definitively entrusting the Participating Broadcaster which has entered the winning song with the organization and production of the next edition of the ESC.

Should a Member not accept or abide by any of those rules, or if that Member cannot fulfil all the requirements listed in Annexe 1 and further detailed in the Host Broadcaster agreement, or if attempts to unfairly influence the results and/or the outcome of the ESC are detected in favour of the song entered by that Member, the EBU Permanent Services shall be free to pass the option to host the ESC to another EBU Member, subject to its acceptance of the Host Broadcaster rules. That other EBU Member shall be chosen by the EBU Permanent Services at their sole discretion.

2.2.2) Undertakings

By entering a song for the ESC and signing the confirmation for participation form each Participating Broadcaster:

- (a) accepts the present Rules (including to comply with all requirements and deadlines specified in the attached Schedules), which apply to the present Eurovision Song Contest as a whole; and
- (b) confirms that its commitment to participate in the present Eurovision Song Contest shall remain valid in all its provisions even if a modification occurs to the host city and/or to the host country and/or if the organization and production thereof is ensured by a host broadcaster other than the one mentioned in the Event Schedule; and
- (c) undertakes to obtain the signature of the CD/DVD licence agreement as well as, if applicable, the signature of the Online Distribution Agreement as attached hereto without any modification or addition; and
- (d) undertakes that it shall not engage in any action or behaviour, or allow any person under its control or for which it is responsible under the present Rules to engage in such action or behaviour, which could bring the ESC or the EBU into disrepute; and
- (e) undertakes to enter a national song and an artist in compliance with the present Rules and to organize a national selection process as it deems fit and under its sole responsibility; and
- (f) undertakes to appoint a Head of Delegation, who shall act as the point of contact between the EBU

Permanent Services and/or the Host Broadcaster and who shall as such be fully responsible for all aspects of his/her organization's participation, and in particular to:

- attend the (compulsory) HoD Meeting;
 - monitor all aspects of the national entry, including delivering the material requested by the EBU Permanent Services and the Host Broadcaster in due time;
 - ensure that the present Rules are respected;
 - be (i) responsible for his or her national delegation, which shall consist of a maximum of 25 accredited persons and (ii) in charge of supervision thereof during the ESC; and
- (g) undertakes to appoint a National Jury and to organize voting procedures in compliance with the present Rules and the provisions of the so-called green document as well as acknowledges the validity and the binding character of the report issued by the independent auditor of the voting process and agrees not to challenge the accuracy of such report and to abide by its conclusions; and
- (h) shall be responsible for the whole process of its country's applications for accreditation for its own delegation, journalists and fans, in accordance with the instructions given by the EBU and shall ensure that all the members of its delegation abide by the accreditation Code of Conduct; and
- (i) shall ensure that:
- its delegation and artists arrive in due time in the ESC city to be able to participate in the first rehearsal on stage (the detailed rehearsal schedule to be provided by the Host Broadcaster during the HoD Meeting) and stay until the end of the Event Weeks (see exact date on the Event Schedule)
 - in case its artists win the ESC, ensure that they take part in the press conference held after the Final;
 - its delegation stays at one of the official hotels appointed by the Host Broadcaster and/or the EBU; and
- (j) shall ensure that its commentators and spokespersons respect the spirit and fairness of the competition. The commentators and spokespersons shall not make any gestures or speeches of a political, commercial or similar nature or use swearing or other unacceptable language, and/or make any sexist, racist or otherwise unduly discriminatory comments about the artists or songs. Commentators shall refrain from talking during the performance of the songs and from urging the audience to vote for, or not to vote for, any particular song. The commentators and spokespersons shall be neutral and shall in no case have been involved in the composition of the music or in the writing of the lyrics of any song participating in the ESC; and
- (k) undertakes to make every effort to promote its national selection process
- **in its national media**, including the promotional trailer for the ESC and/or news coverage and broadcast the Previews in advance of the Shows
 - **in a national ESC Website dedicated to its national selection or a dedicated webpage within its main website** (to be established by the **National Website Deadline**). Each Participating Broadcaster shall make its best efforts to render such national website as appealing as possible. Within the limits of

any relevant national rules and regulations, it shall also establish, from that national website or dedicated page, a link to the official website of the ESC (www.eurovision.tv) and provide the address of its national website or dedicated page to the EBU Permanent Services and to the ESC Communications Manager. In addition, each Participating Broadcaster shall publish on its website and, if possible, on its teletext pages (text-TV) the rules regarding its national selection process, and the rules and criteria used for the national televoting, in order to ensure transparency. After the national selection each Participating Broadcaster shall also publish a complete account of the execution of these rules and criteria; and

- (l) shall fully cooperate with respect to centralized sponsorship arrangements; and
- (m) undertakes to abide by the provisions of the so-called green document, which shall form an integral part of the present Rules and shall be binding upon the Participating Broadcaster; and
- (n) undertakes to facilitate collaboration with its archiving services and provides its digitized high quality of all past transmissions of the ESC Semi-Finals and Finals together with the corresponding and meta-data to the ESC Digital Archive Platform including ensuring the upload of the digital high quality recording of the national broadcasts of the Semi-Finals and the Final featuring the national commentaries on the ESC Digital Archive Platform; and
- (o) acknowledges and agrees that the EBU Executive Supervisor shall be entitled, in consultation with the Chairman of the Reference Group, to take last minutes decisions regarding the organisation and the production of the ESC (including inter alia decisions on voting and on the performance of the song) during the Event Week, such decision shall be irrevocable, enforceable and binding upon the Participating Broadcaster.

2.3 Rights acquisition

2.3.1 Rights, authorizations and undertakings to be obtained by each Participating Broadcaster

As a condition for participating in the ESC, and with the purpose of promoting the ESC and the participating songwriters and artists as extensively as possible to an international audience, each Participating Broadcaster must ensure that the songwriter(s), composer(s), artist(s), master owner of the (audio) recordings, backing tracks and any other possible right owner(s) of the selected song/recordings will grant the transferable rights listed hereafter (unless permission to use any such rights is obtained from a collecting society):

(a) Broadcasting Rights: These are the worldwide exclusive rights, unlimited in time, to record and broadcast the live (both audio and audiovisual) performance of the song at the Shows (including each Dress Rehearsal) and to broadcast a recording thereof, an unlimited number of times, for simultaneous reception by the public, in private and public places by any technical means (such as terrestrial transmitters, satellite, wire, cable, fibre, telephone lines, broadband, the Internet and mobile telephony, or any combination thereof (including simultaneous, unabridged and unchanged retransmission via such means), in whatever technical standard (such as analogue, digital or high definition), for reception and display on any type of device (such as television sets, giant screens, video walls, computer screens, hand-helds, portable devices, and mobile phones),

and irrespective of the mode of financing of the service, such as free of charge or against payment.

It is understood that the exercise of these rights also allows the live and/or deferred and/or on-demand transmission of the Shows and of the Dress Rehearsals, in whole or in part, or otherwise making-available (on-demand use free of charge or against payment) of the live (both audio and audiovisual) performance of the song at the Shows (including at any of the Dress Rehearsals), via any of the above-mentioned means, including the making available on the ESC Digital Platform.

(b) Public Performance Rights: these are the worldwide exclusive rights, unlimited in time, to present the broadcast of the Shows and recordings thereof (including the Dress Rehearsals), in whole or in part, as well as the Previews and any national selection extracts, on a live or deferred basis in any public places (such as cinemas, theatres and public exhibitions), whether or not against an entrance fee, an unlimited number of times.

(c) Preview Rights: These are the worldwide non-exclusive rights, unlimited in time, to broadcast or otherwise make available (on-demand use) or incorporate into any audiovisual work a video recording of the performance of the song (the "Preview"), in whole or in part, on television or via the Internet or wireless technology (including via mobile phones or any portable receivers) or via the ESC Digital Platform. These previews may also be included on the official DVD Compilation and/or offered as Digital Releases.

(d) CD, DVD compilations and Digital Releases Rights: These are the worldwide rights necessary for releasing the audio recordings of the participating track (full version and karaoke version) and the audiovisual recordings of the Shows (as well as the Dress Rehearsals) including all the participating songs as performed in the Shows and during the Dress Rehearsals as parts of CDs and DVDs (or similar carriers) compilations of the ESC and other digital media products on an unbundled or bundled basis. The CD, DVD Compilations and other ESC digital media products are to be released throughout the world by the EBU Permanent Services, or by a third party appointed only by the EBU Permanent Services as described in more detail in Annexe 4.

(e) Extract Rights: These are the non-exclusive worldwide rights, unlimited in time, for incorporating a sound or video recording of the broadcast performance of the selected song, as part of the Shows or as part of the Dress Rehearsals as well as any part of the Shows, in whole or in part, into any other media services or ESC products provided by the Participating Broadcasters and/or the EBU on behalf of its Members (including via ESC Digital Archive Platform), as well as into any audiovisual work or other media services provided by third parties.

(f) National Selection Extract Rights: These are the worldwide non-exclusive rights, unlimited in time, for incorporating extracts from the broadcast of the televised national selection, in whole or in part, into any programme to be produced centrally on behalf of the EBU and broadcast and/or otherwise made available (including on-demand) via any technical means (including the Internet and not limited to the ESC Digital Archive Platform)). If the televised national selection programmes contain celebrity acts for which it is not possible to clear the rights to the extent required hereunder, then such celebrity acts shall not be incorporated.

(g) Lyrics: These are the rights to be obtained from the songwriter to make copies of the lyrics, as well as translations thereof, for an unlimited time, into English, French and any other languages of the Participating Broadcasters, for making available free of charge at the Shows, for informational and

promotional use by the EBU, by the Host Broadcaster (e.g. in programme booklets at the venue) and by the Participating Broadcasters (for commentary purposes and possibly for subtitling). In addition, the songwriter shall be required to authorize the reproduction of the lyrics for incorporation as an information sheet and/or booklet accompanying any CD DVD Compilations and/or for publishing on the Internet on the official website of the ESC (www.eurovision.tv) including in connection with the sales of Digital Releases.

(h) Commentators and Spokespersons: these are the rights to use commentators' and spokespersons' commentary/contributions in any media (including the Internet) and/or on any support, including as a separate soundtrack on DVD (or similar carriers).

(i) Promotional material: These are the rights to use, reproduce, print and publish the name, likeness, voice, photographs and biography of all artists and other right owners in connection with the promotion, broadcast and/or commercial exploitation of the Shows and of the ESC as such (in connection with future and past ESCs) by all means and in all media, whether now known or hereafter developed, for an unlimited period of time. This includes the use of photographs taken at the rehearsals and any "behind the scenes" audiovisual material for the CD DVD Compilation, the official ESC website or other ESC media products as per Annexe 4 and the use of the footage, or other films or photographs, made at the Dress Rehearsals and/or during the press conferences for any of the aforementioned purposes.

(j) Karaoke - on-line competition: This is the undertaking to be obtained from the songwriter, the composer and/or their publisher that (i) they agree not to object to the performance of the lyrics of the song, with or without an accompanying backing-track of the song, by any person who participates with the song in an on-line competition to be organized by the EBU and/or via the official website of the ESC, and that (ii) they allow the audiovisual recording of that performance to be made available to the public free of charge (e.g. as streaming and/or downloads) and to be broadcast worldwide an unlimited number of times, without limitation in time and via any technical means (including television, the Internet, broadband and mobile telecommunications technology).

(k) Press conferences: This is the undertaking to be obtained from the artists that they agree to take part in press conferences if so requested by the EBU. The winning artist(s) shall be obliged to participate in the official press conference to be held after the Final and to authorize the transmission and use of any recording thereof on any media (including streaming and making available on the Internet) without limitation in time as well as the inclusion of such material in the CD DVD Compilation.

(l) Filming: This is the authorization to be obtained from the artists that they agree to be filmed during the Event for the purposes of magazines, documentaries, news reports and the like to be produced by other Participating Broadcasters or the EBU in relation to the ESC and to authorize the use of such material via any media, including the Internet and without limitation in time and the inclusion of such material in the CD DVD Compilation.

2.3.2) Guarantee/indemnification

Each Participating Broadcaster shall ensure that its relationship with the artists and other parties with respect to its national selection process is entirely under its own responsibility and does not give rise to any claim concerning the organization, preparation or broadcast of the ESC by the EBU or any of its Members. Without prejudice to any sanction

which may be applied under Section 2.6, each Participating Broadcaster shall indemnify all other organizations concerned and the EBU against any claims whatsoever arising from authors, composers, artists, publishers, producers, agents, managers, master owners of the recordings of the songs or any other persons or entities in respect of any of the broadcasts or other uses of the songs pursuant to the present Rules.

2.4 Exploitation/Grant of rights

2.4.1 Broadcasting obligations of the Participating Broadcasters

(a) Live Broadcast of the Shows

- ✓ Each Participating Broadcaster shall ***broadcast live the Semi-Final in which it has a contestant*** in its entirety on one of its main national terrestrial channels.

At the latest during the HoD Meeting, the Reference Group shall inform the six Participating Broadcasters not competing in the Semi-Finals which of the two Semi-Finals they shall broadcast live. In the Semi-Final in question their viewers shall be given the possibility to participate in the televoting, it being understood that the Semi-Final may be broadcast on one of their secondary national terrestrial channels.

- ✓ All Participating Broadcasters shall ***broadcast the Final live*** in its entirety on one of their main national terrestrial channels.

(b) Recording of the Dress Rehearsals of the Final and of the Semi-Final which is to be broadcast

Each Participating Broadcaster shall ***make recordings of the second dress rehearsal of the Final and of that Semi-Final*** for which a live broadcast is compulsory for the Participating Broadcaster. These recordings shall be used as local back-up and shall be broadcast by the Participating Broadcaster in case problems occur with the live transmission. If the live signal of a given Show is interrupted in a particular country, the Participating Broadcaster in that country shall put on air the recording of the Dress Rehearsal corresponding to the Show in question as long as reception of the live signal is interrupted. The recording should be played simultaneously with the live broadcast so that, in case of problems, it remains perfectly in sync therewith if it is necessary to switch to the tape. To ensure smooth transition in case of an interruption, the tape must be resynchronized from time to time. For each of the three Shows, the originating production van at the venue shall also play the tapes of the corresponding Dress Rehearsals so that in case local problems occur in the city the signal of the tape will be transmitted instead of the live signal.

(c) Eurovision signature tune and logo

All broadcasters shall transmit the Eurovision signature tune and logo and the relevant ESC logo at the start and at the end of the Shows. The duration thereof shall be subject to the approval of the EBU Permanent Services.

(d) Vignettes (if produced)

All Participating Broadcasters shall, before any national programme leading up to the ESC (including the national selection programmes), broadcast an ESC vignette to be provided by the EBU. It is indicated under the Event Schedule whether or not such broadcast is compulsory. In no case shall the vignettes be broadcast and/or made available on a stand-alone basis. The vignettes shall be made available in two versions (nine and 18 seconds).

The vignettes can be used by the Participating Broadcasters, on their territory only, an unlimited number of times until the next ESC for:

- linear broadcast on their main or secondary terrestrial channel (including unabridged, unchanged and simultaneous retransmission thereof via cable and/or satellite) as well as on their 100%-owned international generalist channels, and
- non-linear broadcast on a wholly-owned website, as well as on their wholly-owned customary catch-up service for on-demand streaming.

2.4.2) Participating Broadcasters' rights

(a) **Grant of Rights**

All Participating Broadcasters shall be granted the following rights, on their own territory:

(i) **For the Shows:**

Subject to continued compliance with these Rules (including the provisions relating to branding and sponsorship/marketing), the exclusive, non-transferable right, to:

- **Broadcast on a linear basis (live or deferred)** an unlimited number of times until the next ESC, (the celebrity act may have to be excluded for deferred broadcasts taking place 30 days after the Final, in which case the EBU Permanent Services shall inform the Participating Broadcasters)
 - ✓ on their **main or secondary terrestrial channel** (including unabridged, unchanged and simultaneous retransmission thereof via cable and/or satellite);
 - ✓ on their **own wholly-owned radio, digital or satellite channels** (in accordance with the EBU Rules on the Sharing of the Eurovision Signal);
 - ✓ on a **wholly-owned website**, only with the national commentaries and provided that the webcast is unchanged, unabridged and simultaneous with the live or deferred broadcasts of the Participating Broadcaster's own national broadcasts of the Shows on its terrestrial channel. In addition, any webcast shall comply, to the extent allowed by national laws, with the same sponsorship requirements as the other transmissions (terrestrial, cable and satellite);
 - ✓ via **mobile phones**, provided that such transmission consists of the simultaneous, unchanged and unabridged retransmission of the live or deferred broadcasts of the Participating Broadcasters' own national broadcast of the Shows on their terrestrial channels;
 - ✓ on their **100%-owned international generalist channels** simultaneously with the live or deferred broadcasts of the Participating Broadcasters' own national broadcasts of the Shows on their terrestrial channels without any editorial changes (i.e. including commentary, televoting information, etc.). Any such international generalist channel shall have no windows aimed at a particular country or group of countries. Nor shall it contain any advertising aimed at a particular country or group of countries, and its programming shall be at least 80% identical in content and to a large extent in time of scheduling. Furthermore, the channel must be broadcast in the same language(s) as the national programme service.
- **Make available on a non-linear basis** for a maximum of 30 days after the live broadcast of the Final

- ✓ on their **wholly-owned customary catch-up service** for on-demand streaming (without the possibility to download) or for temporary download (as per the general policy of the Participating Broadcaster) via any means (including mobile phones and the Internet).

- **Embed on its wholly owned website the Official ESC Channel on YouTube** or to provide a link thereto, but in no case upload and/or otherwise make available any ESC material on YouTube and/or on any other YouTube channel or the like;

(ii) **For the Extracts from the Shows**

The non-exclusive right to use extracts from the Shows in any of their programmes for use on any medium as follows:

- During the 12 months following the Final, no limitation in the total duration of the inclusion of extracts as long as no more than two minutes from any song is used and any celebrity act is excluded.
- Thereafter, without any limitation in time, these rights are limited to eight minutes' total duration (and no more than two minutes per song).

The non-exclusive right, within the limits specified under this sub-paragraph, to sell any footage from the Shows for inclusion in any television programme to any third party within its territory only. Any breach of this rule may result in the disqualification of the Participating Broadcaster's entry from the Shows and/or denial of access to the live transmission, and/or exclusion from subsequent editions.

Participating Broadcasters wishing to insert any material from the Shows, other than the extracts mentioned above, in any of their programmes should obtain the prior written permission of the EBU.

(iii) **For the Previews**

Non-exclusive rights, for an unlimited number of times, until the next ESC, to:

- **Broadcast on a linear basis** on its main or secondary terrestrial channel (including unabridged, unchanged and simultaneous retransmission thereof via cable and/or satellite);
- **Make available on a non-linear basis** (without the possibility to download) on their fully-owned website only. If the sound recording of the Preview is made available separately from the audiovisual recording, only the use of extracts (of a maximum of 30 seconds per song) is allowed.
- **Embed on its wholly owned website the Official ESC Channel on YouTube** or to provide a link thereto, but in no case not upload and/or otherwise make available any ESC material on YouTube and/or on any other YouTube channel or the like;

(b) **Third-party infringements**

Each Participating Broadcaster remains unconditionally free to invoke any or all rights, and particularly copyright and neighbouring rights, which it enjoys under its national legislation, in addition to the rights held by the EBU, with a view to preventing or prohibiting the unauthorized use of its own broadcasts of the Shows or any parts of such broadcasts, such as individual scenes or images, by unauthorized third parties on its territory.

2.4.3) **EBU's rights and obligations**

(a) **Grant of rights**

The EBU is in exclusive control of all centralized marketing and exploitation of the ESC. In particular, the EBU shall hold (and shall be deemed to be granted) on a worldwide basis, the following transferable rights:

(i) **For the Shows**

The right, for an unlimited period of time and for an unlimited number of times, to:

- **Broadcast on a linear basis** (live or deferred) and **make available on non-linear basis**, in whole or in part, on the Internet and/or via mobile phones and/or any portable devices (including on any and all official ESC Platforms (such as, the present list not being exhaustive, the Official Website of the ESC (www.eurovision.tv), the YouTube ESC Channel, ESC TV, ESC Digital Archive Platform, etc.)

(ii) **For the Previews**

The non-exclusive right, for an unlimited number of times and for an unlimited period of time to:

- **Broadcast on a linear basis** and **make available on a non-linear basis** via the Internet and/or mobile phones and/or any portable devices (including on any and all official ESC Platforms (such as, the present list not being exhaustive, the Official Website of the ESC (www.eurovision.tv), the YouTube ESC Channel, ESC TV, ESC Digital Archive Platform, etc.). If the sound recording of the Preview is made available separately from the audiovisual recording, only the use of extracts (of a maximum of 30 seconds per song) is allowed.

(b) **Distribution/Licensing**

Without prejudice to the other rules in this Section, all broadcasting and other rights to the Shows and the ESC are exclusively owned by the EBU, to be managed centrally by the EBU on behalf of the Participating Broadcasters.

The EBU Permanent Services shall, in cooperation with an agent if needed, be responsible for coordinating all sales of the Shows (including any ESC content produced by the EBU), in whole or in part, to non-participating broadcasters from countries where rights remain available and to third parties, for the financial benefit of Participating Broadcasters and the Host Broadcaster. The EBU shall be entitled to retain 10% of the revenue generated by such sales.

Unless any rule in this Section applies, non-participating broadcasters are not allowed to broadcast any material from the Shows (rehearsals/preparations, etc.) without the prior written permission of, and without possible payment of a rights fee to, the EBU.

(i) **The Shows**

✓ **Radio**

All Radio EBU Active Members shall be granted, **free of charge** (except for the usual rights payments to national collecting societies), for their territory, the **right to broadcast on a linear basis the Shows** (live or deferred), in whole or in part, an **unlimited number of times until the next ESC**, (the celebrity act may have to be excluded for deferred broadcasts taking place 30 days after the Final, if so notified by the EBU Permanent Services). In addition, they are entitled to **make available on a non-linear basis** until the next ESC **audio extracts** from the Shows on their fully owned website, as long as **no more than 30 seconds per song are used**.

Radio EBU Active Members which are not part of a Participating Broadcaster's organization and which are located in the country of a Participating Broadcaster which includes both a radio and a television service shall be entitled to broadcast the Shows only if they have obtained the prior written authorization of the Participating Broadcaster in that country.

Radio organizations (other than Radio EBU Active Members) from countries where rights remain available, may acquire the right to broadcast the Shows on their territory against possible payment of a rights fee.

Radio broadcasters shall not be entitled to sell any sponsorship package in relation to the ESC and/or in relation to their transmission of the Shows. If so required by the EBU, they shall cooperate with the EBU with respect to any centralized sponsorship guidelines or requirements pursuant to Section 3.

✓ **Television**

Television broadcasters from countries where rights remain available may acquire the right to broadcast the Shows on their territory against possible payment of a rights fee. In countries where rights remain available, non-participating EBU Members shall have a first option, to be exercised within a deadline set by the EBU, to purchase the programmes for their territory. Depending on the facilities available, non-participating broadcasters from countries where rights remain available may also request the right to send a commentator, and/or a production team, to the ESC.

(ii) **Extracts**

The EBU shall be entitled to grant licences with respect to any extracts from the Shows and/or from the ESC Content produced by the EBU to third parties for inclusion in any audiovisual works or media products or services. The EBU is also entitled to sell any footage from the Shows to any third party within a Participating Broadcaster's territory if the EBU Permanent Services receive a request direct from such a third party or if the request covers more than one territory.

(iii) **ESC Logo and artwork**

No commercial or non-commercial entity shall use the logo or other distinctive elements of the ESC or the Shows without the prior written permission of the EBU.

(c) **Free access**

✓ **News access**

Any broadcaster which does not hold any audiovisual media rights shall be granted, upon request to the EBU, except where national law or regulation provides otherwise, a total of two minutes' news access from each of the three Shows (or, if requested, from any Dress Rehearsal), free of charge for use in regularly-scheduled general news bulletins broadcast within 24 hours of the Semi-Finals and the Final respectively.

✓ **Accredited Media**

All accredited media shall be free to use, for purposes of the written press (including their websites) only, any material filmed by them during the press conferences, open rehearsals and the first Dress Rehearsals. (The use of any such material for audiovisual news access is subject to the rule below.)

(c) **Archive**

As owner of the broadcasting rights and other rights to the Shows and the ESC, the EBU shall manage the archives of the past ESCs and of the Shows, including the ESC Digital Archive Platform and is consequently free to use, and

authorise others to use in any and all media and for any purpose, any and all such archive materials throughout the world in perpetuity, subject to any additional rights clearance to be undertaken in relation to archive materials prior to 2004.

2.5) Funding

2.5.1) The cost of funding the production and staging of the Shows shall be borne by the Host Broadcaster and the Participating Broadcasters.

2.5.2) The total final production budget for the Shows shall be proposed by the Host Broadcaster, in consultation with the EBU Permanent Services, and approved by the Reference Group.

2.5.3) The Participating Broadcasters shall contribute the amount indicated in the Event Schedule (the "**Total Contribution**"). This Total Contribution shall be funded by the individual participation fees payable by the Participating Broadcasters as determined by the EBU system in force. From the Total Contribution, the EBU shall be entitled to deduct its administration and coordination costs. The Total Contribution minus the EBU costs shall be referred to hereafter as the "**Production Contribution**".

2.5.4) To fund the contribution mentioned under paragraph 2.5.3) above, all Participating Broadcasters shall be required to pay their final participation fee to the EBU by the **Payment Deadline** (at least 30 days before the Semi-Finals - see the Event Schedule). Failure to pay in due time may result in a broadcaster being disqualified and/or access to the live satellite transmission being denied.

2.5.5) The Host Broadcaster shall not be required to pay any participation fee but shall pay the totality of the remaining budget for the production of the Shows, i.e. after deduction of the Production Contribution.

2.5.6) In addition, the cost of receiving the live transmissions shall be paid by all the Participating Broadcasters and by other broadcasters wishing to receive the live transmissions, in accordance with the standard EBU Operations billing practices.

2.5.7) All expenses incurred by each Participating Broadcaster in relation to its own entry, such as fees, as well as travel and subsistence costs for its delegation, shall be the full responsibility of that Participating Broadcaster.

2.6) Measures intended to compensate for damage caused, or a breach of the ESC Rules by a Participating Broadcaster

All measures listed hereunder shall be exclusive of each other and can be applied either cumulatively or alternatively. In addition, the application of any measure listed below vis-à-vis a Participating Broadcaster shall in no case exempt the latter from the payment of its final participation fee.

2.6.1) Indemnification

(a) Grounds for request of indemnisation

(i) in case of material damage

A Participating Broadcaster shall be required to compensate any breach of the Rules and/or behaviour (including any breach and/or behaviour by its employees, agents, subcontractors, affiliates, artists or member of its delegation) causing a material damage to the EBU, the other Participating Broadcasters, the Host Broadcaster, the pan-European televoting partner and/or the International Sponsors.

✓ Examples of material damage are *failure to broadcast the Shows on a live basis, non-compliance with the*

sponsorship obligations non-compliance with the televoting requirements. (the present list being non exhaustive)

(ii) in case of non-material damage

A Participating Broadcaster shall be required to compensate any breach of the Rules and/or behaviour (including any breach and/or behaviour by its employees, agents, subcontractors, affiliates, artists or member of its delegation) causing a non-material damage to the EBU, the other Participating Broadcasters, the Host Broadcaster, the pan-European televoting partner and/or the International Sponsors.

✓ Examples of non-material damage are *disruption to the operation of the Shows or the ESC, non-submission of the National Jury's result in accordance with the Rules, refraining deliberately or not and/or abstaining from dealing with attempts to unfairly influence the results and/or the outcome of the ESC and/or cooperating with the EBU to that end, making political statements or discriminatory comments during the broadcasts or obstructing the Shows or their transmissions, harming the reputation of the Shows and/or the ESC and/or the EBU and/or the Participating Broadcasters, withdrawal after the Withdrawal Deadline, fraud or attempted fraud regarding the voting even in case of non-active participation in such fraud or other non-material damage.* (the present list being non exhaustive).

(b) Nature of the compensation

In case of material damage, the indemnification shall consist of the payment of a sum corresponding to the actual loss caused the damage.

In case of non-material damage, the indemnification shall consist of the payment of a sum meant to compensate the estimated damage.

(c) Competent body

Any indemnification shall be requested by the Eurovision Television Committee followed by a recommendation of the Reference Group.

If the request concerns a country represented by a member of the Reference Group and/or the Eurovision Television Committee, that member shall not be allowed to vote on the proposed request or to take part in the deliberations.

Any decision taken in accordance with the present Section 2.6.1 shall be final and binding, and no legal remedy and/or appeal shall be possible.

(d) Procedure and deadlines

The Reference Group shall assess whether a breach of the Rules and/or behaviour which may be committed by a Participating Broadcaster is causing a material and/or non-material damage and if so, whether an indemnification is to be paid by the Participating Broadcaster in question.

If the Reference Group considers that an indemnification is to be paid, the following procedure shall apply:

✓ The EBU Permanent Services shall inform the Participating Broadcaster in writing within 10 working days from the Reference Group's decision to recommend to request an indemnification. The EBU Permanent Services shall inform the Participating Broadcaster of the act or behaviour at issue as well as of the amount requested.

✓ The Participating Broadcaster shall have 20 working days from the date of notification of the decision to send its observations in writing to the EBU Permanent Services.

- ✓ The Reference Group shall then have 20 working days from the receipt of the Participating Broadcaster's observations to submit a proposal for indemnification to the Eurovision Television Committee.
- ✓ The Eurovision Television Committee shall then decide whether or not an indemnification is to be requested or shall, if deemed appropriate, adjust the proposal of the Reference Group. The decision of the Eurovision Television Committee shall be communicated by registered letter, shall specify the infringing breach or behaviour and specify the concrete measure decided upon by the Eurovision Television Committee.

2.6.2) Fines

(a) Automatic Penalties

(i) Grounds for automatic penalties

Penalties shall automatically be due in the following cases:

1. If the selected song (together with the backing-track) is not delivered as per the deadline indicated in the Delivery Schedule Sheet;
2. If the language of the lyrics of the selected song is modified after the HoD Meeting;
3. If the title of the selected song is modified after the HoD Meeting;
4. If the lyrics of the selected song, biographies and pictures of the artists and other information for the official website of the ESC and the CD DVD Compilation albums are not delivered at the HoD Meeting;
5. If any of the material listed under the Delivery Schedule Sheet is not delivered by the deadlines indicated therein;
6. In case of breach of the accreditation Code of Conduct by one or more members of a Participating Broadcaster's delegation.

(ii) Nature of the compensation

1. In case the deadline mentioned under (1) above is not respected, the penalty shall amount to 30% of the final participation fee (minimum 5,000 Swiss francs and maximum 20,000 Swiss francs);
2. In case any of the deadlines mentioned under (2), (3) and/or (4) above are not respected, the penalty shall amount to 10% of the final participation fee (minimum 2,000 Swiss francs and maximum 7,000 Swiss francs) each time a delay in delivering a given material mentioned thereunder occurs;
3. In case the deadline mentioned under (5) above is not respected, the penalty shall amount to 10% of the final participation fee (minimum 2,000 Swiss francs and maximum 7,000 Swiss francs);
4. In case the breach mentioned under (6) above occur, the penalty shall amount to 5% of the final participation fee (minimum 1,600 Swiss francs and maximum 5,000 Swiss francs) ,

(iii) Competent Body

The EBU Permanent Services shall be competent to pronounce and apply any automatic penalty as per the present section.

Any decision taken in accordance with the present Section 2.6.2 (a) shall be final and binding, and no legal remedy and/or appeal shall be possible.

(iv) Procedure and Deadlines

If any of the incriminated behaviour above occurs, the EBU Permanent Services shall notify in writing to the Participating Broadcaster(s) concerned the penalty(ies) applied.

Such notification shall be made by no later than 30 working days after the Final has taken place and shall contain the grounds for applying the automatic penalty.

(b) Punitive Fines

(i) Grounds for punitive fines

Punitive fines shall be pronounced against a Participating Broadcaster in case of a breach of the Rules or behaviour (including any breach and/or behaviour by its employees, agents, subcontractors, affiliates, artists or member of its delegation) causing damage having an impact on the Shows, the EBU, the Participating Broadcasters, the Host Broadcaster, the pan-European televoting Partner and/or the International Sponsors.

✓ Examples of breaches or behaviour causing damage having an impact on the Shows are *disruption or distortion of any element of the voting process (jury voting and/or televoting), refraining deliberately or not and/or abstaining from cooperating with the EBU following detection of attempts to unfairly influence the results and/or the outcome of the ESC, political acts or manifestations during or in connection with the ESC, any other behaviour which harms the reputation and/or the integrity of the Shows, the ESC, the EBU, the Participating Broadcasters, the Host Broadcaster and/or the International Sponsors.*

(ii) Nature of the compensation

Under the present Section 2.6.2 (b), the fine to be applied shall commensurate with the seriousness of the breach or behaviour and the negative consequences thereof on the EBU, the ESC, the Participating Broadcasters, the Host Broadcaster and/or the International Sponsors.

Under "*normal circumstances*", the fine shall be capped to a maximum of 100% of the final participation fee.

In "*extraordinary circumstances*" (e.g. in case of deliberate breach or non-respect of the EBU warnings communicated to a Participating Broadcaster), the fine can attain 200% of the final participation fee.

Criteria to determine the level of the punitive fine are (not exhaustive list) level of the impact, mitigating circumstances, financial situation of the Member, possible recidivism, role of the Participating Broadcaster in the breach or behaviour, whether the breach or behaviour at stake occurred during live broadcast of the Shows.

(iii) Competent Body

Punitive fines under the present Section 2.6.2 (b) shall be applied by the Eurovision Television Committee following a recommendation by the Reference Group.

If the punitive fine concerns a country represented by a member of the Reference Group and/or the Eurovision Television Committee, that member shall not be allowed to vote on the proposed fine or to take part in the deliberations.

Appeal of the Eurovision Television Committee's decision shall be possible before the Executive Board.

(iv) Procedure and deadlines

The Reference Group shall assess whether a breach of the Rules and/or behaviour which may be committed by a Participating Broadcaster is causing a damage having an impact on the Shows and if so, whether a punitive fine is to be

levied against the Participating Broadcaster in question on the basis of the criteria mentioned above.

If the Reference Group considers that a punitive fine is to be levied, the following procedure shall apply:

- ✓ The EBU shall inform the Participating Broadcaster in writing within 10 working days from the Reference Group's decision to recommend to levy a punitive fine. The EBU shall inform the Participating Broadcaster of the act or behaviour at issue as well as of the amount requested.
- ✓ The Participating Broadcaster shall have 20 working days from the date of notification of the decision to send its observations in writing to the EBU.
- ✓ The Reference Group shall then have 20 working days from the receipt of the Participating Broadcaster's observations to submit a proposal for punitive fine to the Eurovision Television Committee.
- ✓ The Eurovision Television Committee shall then decide whether or not a punitive fine is to be levied and shall, if deemed appropriate, adjust the proposal of the Reference Group. The decision of the Eurovision Television Committee shall be communicated by registered letter, shall specify the infringing breach or behaviour and specify the concrete measure decided upon by the Eurovision Television Committee.
- ✓ Within 20 working days of the date of notification of the Eurovision Television Committee's decision, the Participating Broadcaster may appeal against the punitive fine to the EBU Executive Board for a final and binding decision. Any appeal shall be notified by registered letter to the President of the EBU and shall contain the Participating Broadcaster's observations and comments.

2.6.3) Sanctions

(a) Disqualification

(i) Grounds for disqualification

A song may be disqualified (i.e. a Participating Broadcaster may be prevented from participating in the ongoing Event) for the following reasons:

1. If there is evidence that an artist, a member of the delegation, a commentator or a spokesperson has not complied with the requests of the EBU Permanent Services and/or of the Host Broadcaster and may therefore cause disruption to the event and/or the broadcast productions/transmissions.
2. If the artist(s) depart(s) from the planned performance as performed at the dress rehearsals, or if the voting process in relation to a given song reveals anomalies in relation thereto and thereby cause(s) disruption to the event and/or the broadcast productions/transmissions and/or to the outcome of the competition.
3. If a participating organization (including any employee, agent, subcontractor, affiliate, or member of its delegation) or artist(s) has in any way attempted to breach the present Rules at any stage of the preparation of the ESC event, including the national selection process, or is about to do so during the Shows themselves.

(ii) Nature of the compensation

In case of disqualification on the basis of the grounds listed under Section 2.6.3) a) (i) 1 to 3 above, the Participating

Broadcaster shall have no right to participate actively in the Event [i.e. the contestant of the country shall not be entitled to perform during the Show(s)]. However, the Participating Broadcaster can be compelled to run the voting process in its country. It shall consequently retain the right to broadcast the Shows. In any case, the Participating Broadcaster shall remain liable to pay its final participation fee to the EBU.

(iii) Competent Body

The Reference Group upon recommendation of the EBU Permanent Services shall be competent to pronounce any disqualification falling under the grounds mentioned under Section 2.6.3 (a) 1 to 3 above.

Appeal against the Reference Group's decision shall be possible before the Eurovision Television Committee (or before the EBU Permanent Services as the case may be). There shall be no appeal possible if disqualification of a song is pronounced upon after the first Semi-Final.

If the disqualification procedure concerns a country represented by a member of the Reference Group, that member shall not be allowed to vote on the disqualification decision or to take part in the deliberations.

(iv) Procedures and deadlines

In case of disqualification on the basis of the grounds listed under 2.6.3) a) 1 to 3, if the Permanent Services consider that a disqualification is to be pronounced and the Reference Group follows the EBU's recommendation, the following procedure shall apply:

The Participating Broadcaster shall be informed in writing within 10 working days from the Reference Group's decision. The decision of the Reference Group shall specify the infringing breach or behaviour.

⇒ *If disqualification of a song is decided upon before the HoD Meeting*, the Participating Broadcaster shall have 20 working days from the date of the notification of the decision to file an appeal before the Chairman of the Eurovision Television Committee.

⇒ *If disqualification of a song is decided upon after the HoD Meeting, but before the first Semi-Final*, the Participating Broadcaster shall, if time permitted, file an appeal before the Chairman of the Eurovision Television Committee, otherwise appeal shall be filed with the EBU Permanent Services.

Any appeal shall be notified by registered letter to the Chairman of the Eurovision Television Committee or to the Director General of the EBU as the case may be, and shall contain the Participating Broadcaster's observations and comments.

(b) Exclusion

(i) Ground for exclusion

A Participating Broadcaster may be excluded from successive editions of the ESC if

- it (including any employee, agent, subcontractor, affiliate, artist or member of its delegation) commits a grave breach of the Rules; in particular but such example not being limitative, shall be regarded as a grave breach of the Rules, the fact that a Participating Broadcaster, by its behaviour, allows the integrity of the results of the voting (televoting and/or national jury voting) to be called into question;
- it (including any employee, agent, subcontractor, affiliate, artist or member of its delegation) repeatedly breaches an essential provision of the Rules;

- it is directly or indirectly involved in attempts to unfairly influence the results and/or the outcome of the ESC.

(ii) Nature of the compensation

A Participating Broadcaster may be excluded from future editions of the ESC. No exclusion shall be for more than three successive editions.

For the avoidance of doubt, if attempts to unfairly influence the results and/or the outcome of the ESC in favour of the winning song are detected, the Participating Broadcaster having entered that song shall be denied from the right to host the next ESC.

(iii) Competent body

Exclusions under the present Section 2.6.3 (b) shall be pronounced by the Eurovision Television Committee following a recommendation by the Reference Group.

If the exclusion concerns a country represented by a member of the Reference Group and/or the Eurovision Television Committee, that member shall not be allowed to vote on the proposed exclusion or to take part in the deliberations.

Appeal of the Eurovision Television Committee's decision shall be possible before the Executive Board.

(iv) Procedure and deadlines

If the Reference Group decides to recommend to the Eurovision Television Committee an exclusion against a Participating Broadcaster, the following procedure shall apply:

- ✓ The EBU Permanent Services shall inform the Participating Broadcaster in writing of the act or behaviour at issue within 10 working days of the decision.
- ✓ The Participating Broadcaster shall have 20 working days from the date of notification to submit its observations to the EBU Permanent Services.
- ✓ The Reference Group shall then submit the proposal for exclusion to the Eurovision Television Committee within 20 working days from the date of receipt of the Participating Broadcaster's observations.
- ✓ The Eurovision Television Committee shall then decide whether or not to pronounce the exclusion and/or to adjust the Reference Group's proposal. Exclusion shall be communicated to the Participating Broadcaster by registered letter, which shall specify the breach or reprehensible act and the length of the exclusion decided upon by the Eurovision Television Committee.
- ✓ Within 20 working days of the date of notification of the Eurovision Television Committee's decision, the Participating Broadcaster may appeal against the exclusion to the EBU Executive Board for a final and binding decision. Any appeal shall be notified by registered letter to the President of the EBU and shall contain the Participating Broadcaster's observations and comments.

2.7) Postponement, transfer or cancellation of the Shows

The Participating Broadcasters acknowledge and accept that the Shows may be postponed and/or transferred to another city or country, in particular but not only:

- (a)** for reasons of *force majeure* (for example, but not limited to, natural disasters or catastrophes, acts of war, terrorist activity, fire, flood, explosion, failure of public utilities or civil commotion or disorder, decision of any regulatory or other competent authority, epidemics, public health, or the genuine

and immediate threat of any of the foregoing, including serious threats to the safety of participants, marketing partners or spectators) and/or

- (b)** for any other act or event beyond the reasonable control of the EBU or the Host Broadcaster and/or

- (c)** for objective major circumstances other than reasons of *force majeure* if they are, in the reasonable opinion of the EBU, likely to affect the signal transmission or signal reception of the Shows and/or the smooth operation of the ESC event, and/or of the Shows and/or the security of the contestants and their delegations, spectators or marketing partners which therefore make the organization and the production of the Shows unduly difficult at the selected venue. For the purposes of the present Rules, such circumstances shall be regarded as *force majeure*. The EBU as the organizer of the Event shall be unilaterally authorized to transfer the ESC to another city or country.

In case of such postponement and/or transfer, the rights and obligations of the Participating Broadcasters for the postponed Shows shall be the same as if the Shows had taken place on the originally scheduled dates and the commitment to participate in the Shows shall remain valid in all its provisions. If the Shows are postponed and/or transferred and/or partially held, the Participating Broadcasters shall not be entitled to claim any reimbursement and/or compensation.

If all the Shows are cancelled by the EBU, such cancellation decision to be supported by a recommendation by the Reference Group, the EBU's liability (to the extent that it is not limited by *force majeure* reasons) shall in all cases be limited to the reimbursement of the amount of the Participating Broadcasters' contribution to the Shows' production budget (to the extent that such contribution has already been paid by the date of the cancellation) less the EBU's overhead costs.

In no case (irrespective of whether the Shows are cancelled, postponed or partially held) shall the EBU be liable for any damage, indemnity, reimbursement or compensation of any kind, loss whether direct or indirect (e.g. loss of profit) including loss of any advertising or other commercial revenue.

2.8) Prevailing Version

These Rules are drafted in English and French. In the event of any inconsistencies between the two versions, the English version shall prevail.

**SECTION 3
CENTRALIZED EXPLOITATION**

The EBU is the sole right holder of the Eurovision Song Contest. All rights in the ESC and the Shows are exclusively owned and managed on a centralized basis by the EBU, which shall be responsible for the benefit of the Participating Broadcasters and the Host Broadcaster, in consultation with the Reference Group, for the marketing of all commercial exploitation rights on a world-wide basis, which shall include (the following list not being exhaustive):

- ✓ Event sponsorship
- ✓ Programme broadcast sponsorship for all transmissions of the Shows
- ✓ On-screen credits (scoreboard and televoting graphics sponsorship, including on-screen identification of service providers)
- ✓ Overall off-screen sponsorship
- ✓ Green Room sponsorship, where possible
- ✓ Telecommunications, such as premium-rate telephone services and televoting, interactive services, and all rights for mobile/wireless content or similar services
- ✓ Corporate/sponsor, VIP and media hospitality

- ✓ Suppliers
- ✓ Merchandising and licensing
- ✓ Exhibitions
- ✓ Gala dinners
- ✓ Official website sponsorship and Internet content rights
- ✓ All sales of broadcasting rights to non-participating broadcasters
- ✓ Compilation and archive rights from 2004 onwards
- ✓ Mobile content rights (e.g. opportunities for International Sponsors to use ESC information, pictures and possibly certain ESC content for distribution via mobile devices on a non-exclusive basis).

Those rights shall be marketed in conjunction with the exclusive marketing agent appointed by the EBU, (the "**EBU's Agent**"). The Host Broadcaster and the Participating Broadcasters shall cooperate with the EBU Permanent Services on the centralized marketing programme, as approved by the Reference Group, and on the centralized televoting.

Each Participating Broadcaster shall provide, at the request of the EBU Permanent Services, full information, in one of the two official languages of the EBU (English and French), on the legal sponsorship and advertising guidelines in its territory as well as any relevant internal regulatory measures which are relevant to the delivery of the various commercial elements of the Shows. Each Participating Broadcaster shall promptly notify the EBU Permanent Services whether any legal or regulatory provisions in its country or any of its internal guidelines are likely to prevent it from implementing the centralized marketing activities to be carried out in relation to the ESC.

3.1) Centralized marketing activities

3.1.1) Centralized Event Sponsorship

Only the EBU has the right to appoint marketing partners for the ESC event. The marketing partners appointed by the EBU shall be referred to as the "**International Sponsors**"). This shall be done in cooperation with the EBU's Agent. In consultation with the EBU Permanent Services and the EBU's Agent, only the Host Broadcaster shall be entitled to explore national marketing opportunities in its country and they shall not be in conflict with the main international sponsorship or other exclusive arrangements. The Host Broadcaster shall have the right to appoint a maximum of four partners and shall not grant any rights outside its national territory. In addition, the rights granted by the Host Broadcaster to its national partner shall be of a secondary nature (i.e. precedence in terms of visibility shall always be given to the International Sponsors). However, in no case shall the Participating Broadcasters be allowed to grant sponsorship rights in relation to the ESC event in their country other than according to clause 3.1.2 a) hereunder.

The Participating Broadcasters shall cooperate with the EBU and the Host Broadcaster with respect to the centralized marketing programme and shall actively promote any such arrangements in relation to the ESC event.

Each Participating Broadcaster shall protect the exclusivity of the International Sponsors and in this context must not allow any third party whatsoever to associate itself with the ESC event.

3.1.2) Centralized Programme sponsorship

Until the Sponsorship Deadline, all Participating Broadcasters shall reserve all programme sponsorship rights in their countries on an exclusive basis for the EBU and shall not enter into any programme sponsorship agreements before that date. One month after the expiry of the **Sponsorship**

Deadline at the latest, the EBU Permanent Services shall inform the Participating Broadcasters whether their territory is covered by the pan-European sponsorship agreement.

(a) *The Participating Broadcasters located in the countries where the EBU's Agent has not managed to enter into an agreement with a pan-European programme International Sponsor* shall be entitled to handle the programme sponsorship rights for the Shows individually. They shall be free to enter into programme sponsorship arrangements, but only in relation to the transmission of the Shows (As an example: "The following programme is sponsored by company XYZ" and not "The Eurovision Song Contest is sponsored by company XYZ").

In addition, they shall not grant programme sponsorship rights to companies or partners which are in competition with the International Sponsors or which offer products or services which are in competition with the products or services of the International Sponsors. Participating Broadcasters shall seek the prior written approval of the EBU Permanent Services before any programme sponsorship package is sold.

The EBU Permanent Services reserve the right to refuse to give approval if such sponsorship operates in conflict with the International Sponsors, and the Participating Broadcasters shall refrain from selling any such package.

In addition, no national transmission sponsor shall be allowed to associate itself with the ESC event, or to present its national transmission sponsorship in a way which may lead the general public to believe, or may give the impression, that the sponsor is a partner of, or associated with, the ESC event.

(b) *The Participating Broadcasters located in the countries where the EBU's Agent has managed to enter into an agreement with a pan-European programme International Sponsor* shall cooperate with the EBU, the Host Broadcaster and the EBU's Agent and shall actively promote such arrangements. In those countries, Participating Broadcasters shall not be allowed to grant programme sponsorship rights to any national sponsor, and no billboards other than those supplied by the EBU Permanent Services and/or the EBU's Agent shall be included before, during or after the transmission of the Shows (irrespective of whether the transmission is live or deferred). The relevant material shall be provided by the marketing partners/suppliers, or by the EBU's Agent, on behalf of the EBU. This relates to the Shows only, and not to national selection programmes and shall include among others:

(i) On-screen inclusion of sponsors billboards/International sponsorship

Where requested by the EBU Permanent Services and subject to the relevant media laws and regulations, each Participating Broadcaster shall honour all sponsorship arrangements, including the placement and the broadcasting of billboards, bumpers, stings and branded trailers, etc, for the official marketing partners and suppliers in and around transmissions of the Semi-Finals and the Final, and any other international programmes related to the ESC that may be produced.

Each Participating Broadcaster shall comply with the EBU Permanent Services' instructions regarding the on-screen inclusion of sponsors' billboards. Only the Participating Broadcasters having actually included the sponsors' billboards on their screen in accordance with the EBU's instructions shall be entitled to receive a share of the revenue generated therefrom. A monitoring company shall be assigned by the EBU/the EBU's Agent to confirm the correct transmission of the International Sponsorship sequences.

The broadcast sponsorship materials (creatives/billboards) shall be produced centrally by the EBU/the EBU's Agent/the sponsors and distributed with instructions to those Participating Broadcasters who will be carrying International Sponsorship sequences. The International Sponsor broadcast sponsorship materials must be placed closest to the Shows, after bumpers clearly separating them from previous programmes and/or commercial breaks. Each voice-over for the creatives shall be produced by the relevant Participating Broadcaster in its national language if so requested by the EBU/the EBU's Agent. An English text of the voice-over script shall be provided by the EBU's Agent for translation.ii)

(ii) On-screen credits (scoreboard and televoting graphics sponsorship)

In all cases, on-screen credits can be inserted only by the EBU in the international signal. No Participating Broadcaster shall be allowed to include any on-screen credits during any transmission of the Shows without the prior written authorization of the EBU. The available positions (display of scoreboard and televoting graphics) are exclusively reserved for International Sponsors operating in the technology sector. Only the Participating Broadcasters having actually transmitted the international signal with on-screen credits shall be entitled to receive a share of the revenue generated therefrom.

3.1.3) Offer of commercial air-time

Up to the *Sponsorship Deadline* each Participating Broadcaster able to offer commercial air-time before, during and after the Shows must offer it on a first-refusal basis to the official marketing partners or suppliers of the ESC. Subsequently, any commercial air-time which remains available must be offered to the official marketing partner(s), on a first-refusal basis. No official marketing partners or suppliers must ever be charged more than any other advertiser for the same commercial air-time.

If an International Sponsor decides not to buy any or all of the commercial air-time, the Participating Broadcaster is free to sell any or all of it to another company, provided that the latter does not operate in conflict with the International Sponsor. The advice of the EBU Permanent Services must be sought by Participating Broadcasters before any commercial air-time sales agreements are entered into, in order to prevent possible conflicts.

3.1.4) Merchandising

The EBU, which owns the merchandising and licensing rights to the ESC, has granted exclusive merchandising rights in relation to sportswear, fashion apparel, accessories, specials, collectibles and single promotional products. The revenue generated by such merchandising sales shall be included in the centralized marketing revenue to be shared. Consequently, Participating Broadcasters wishing to market merchandising products on their territory shall seek the prior written authorization of the EBU Permanent Services in order to prevent possible conflicts with the merchandising partner.

3.2) Centralized televoting

3.2.1) Rules for implementation

All Participating Broadcasters presenting a song in a Semi-Final are obliged to implement the televoting system for that Semi-Final. The six Participating Broadcasters with guaranteed places in the Final shall also implement the televoting system for the Semi-Final which they are required to broadcast. All Participating Broadcasters are obliged to implement the televoting system for the Final.

Each Participating Broadcaster shall cooperate with the pan-European televoting partner for all its SMS and televoting activities related to the Semi-Finals and the Final and shall actively use and promote the televoting system within its country in accordance with EBU Permanent Services' instructions.

If a partner for the televoting is not appointed by the EBU for some or all countries, the Participating Broadcasters in those countries shall be able to enter into national arrangements for televoting with a service provider of their choice, provided that the guidelines mentioned below are respected. However, no branding or sponsorship rights may be granted to that service provider.

The Reference Group may make an exception to the compulsory televoting rule if a dispensation is requested in writing by the *Dispensation Deadline*. In that case, the results shall be based solely on the National Jury voting.

3.2.2) Centralized televoting operation

The pan-European televoting partner shall, together with its affiliate, contract national aggregators and decide upon the most prudent methods for the televoting procedure and the national voting tariffs, taking into account the suggestions of each Participating Broadcaster. National rules or rules concerning the broadcasters themselves shall be taken into account when the tariffs are set. Unless not permitted by relevant national media laws, regulations and/or self-regulatory guidelines, each Participating Broadcaster shall implement a Premium Rate Tariff for the televoting. Such tariffs must not be lower than the customary tariffs used by the Participating Broadcaster in other similar television shows, such as the national selection programme. Each Participating Broadcaster shall indicate at the latest by the *Televoting Deadline* (see the *Event Schedule*) its televoting preferences and the televoting tariffs to be used for the upcoming ESC. After that date, no modification shall be allowed, unless the Participating Broadcaster can demonstrate that the modifications follow on from a modification of the national media laws, regulations and/or self-regulatory guidelines adopted in the meantime. If a Participating Broadcaster has not provided this information by that date, the same televoting set-up as for the previous ESC shall be implemented.

Each Participating Broadcaster is required to book the circuits for the voting procedure as specified by the EBU Network and News Department, and to participate in the rehearsals of the voting procedure. The decoration of the studio set from which the spokesperson announces the points awarded by his country shall not be modified after the second Dress Rehearsal for the Final. If a Participating Broadcaster wishes to modify the studio set of its spokesperson after the second Dress Rehearsal, it shall obtain the prior written approval of the EBU Permanent Services.

The pan-European televoting partner shall run several real-time tests of the televoting procedure with all national carriers and all the televoting project leaders of the Participating Broadcasters. Participation in these tests is compulsory for each Participating Broadcaster, even if those tests are not necessarily undertaken at the same time as an official dress rehearsal.

3.2.3) Guidelines

In all cases the following guidelines must be followed:

(a) There shall be a fixed voting window (the duration is indicated in the *Event Schedule*), with the lines opening and closing at exactly the same time in all countries where the televoting takes place.

(b) Voters must be excluded from voting for the entry of their own country of residence, and this must be made known to them.

(c) The lines provided to receive calls must be equally accessible to any of the numbers being rung. The telephone network must ensure that at least 80% of the population of the country stands an equal chance of successfully calling in.

(d) In each country the cost of voting or the rate at which calls and sms are charged must be the same for all voters (the use of, for example, a national premium-rate code or other non-geographic code shall ensure this).

3.2.4) Instructions related to the televoting

(a) Green Document

The Participating Broadcasters shall follow all instructions issued by the EBU Permanent Services in relation to the televoting. In particular, each Participating Broadcaster undertakes to comply with the voting instructions included in the so-called "Green Document" which shall be distributed by the EBU.

(b) Televoting graphics to be used

The Participating Broadcasters shall use the graphics supplied by the Host Broadcaster for presenting the televoting system on air to the public. These may include on-screen instructions to viewers. If a national law, regulation or any self-regulatory guideline prevents a Participating Broadcaster from using the graphics as supplied by the Host Broadcaster, the Participating Broadcaster shall be allowed to adapt them to the extent which may be required by such regulation, provided that it respects the chart and font of such graphics, informs the EBU Permanent Services of the legal grounds and submits the adapted graphics for the prior written approval of the pan-European televoting partner.

(c) Publication of the telephone numbers

At least 24 hours before the Semi-Finals and the Final respectively, each Participating Broadcaster shall publish, on its national ESC website or dedicated page, as well as on the teletext pages (text-TV), always to the extent allowed under national laws and regulations, all the telephone numbers which will be used in its country during the televoting in the Semi-Final and the Final.

(d) Explanation of the televoting procedures

During the Semi-Finals and the Final, the commentators of the Participating Broadcasters shall explain the televoting procedures on the basis of information supplied by the EBU.

(e) Attempts to unfairly influence the results and/or the outcome of the ESC

The entire voting process for the ESC is administered and carefully monitored by the pan-European televoting partner and an independent auditor.

Each Participating Broadcaster shall do its utmost to prevent fraudulent voting in the Shows. It shall cooperate with, and assist the EBU, the pan-European televoting partner and the independent auditor to the fullest extent possible in order to investigate the matter should attempts to unfairly influence the results and/or the outcome of the ESC be detected.

It shall give full access to any EBU international monitors who may be sent to oversee all aspects of all the voting procedures, on any territory, with no notice given.

In addition, each Participating Broadcaster shall ensure the anonymity of viewers participating in the televoting and ensure that the votes remain confidential. It shall also ensure that its telecom operator complies with this obligation.

The EBU, in consultation with the pan-European televoting partner, reserve the right to remove so-called "power dialing votes" that are identified as having been cast in such a significant block, either by technical enhancements or otherwise, that it could unfairly influence the results and/or outcome of the voting.

The Participating Broadcaster shall be held strictly and fully liable towards the EBU in case of breach of this obligation (even if such breach is due to its telecom operator). The EBU Permanent Services and the Reference Group shall rule on the sanctions to be imposed on a broadcaster found to have participated, either actively or complicity, in any voting fraud.

3.2.5) Announcement of the results of the televoting

The pan-European televoting partner shall forward to the official spokesperson of each Participating Broadcaster the final points for announcement on-air, when requested to do so by the international presenters. The final procedure as to how the points are to be presented in the Final and the planned order of presentation of the results shall be decided upon by the Reference Group and shall be presented to the HoD Meeting, at the latest.

3.3) Sharing of revenue

3.3.1) Sharing key

The revenue generated by the centralized commercial exploitation shall be shared among the Participating Broadcasters, the Host Broadcaster and the EBU (the share of the EBU being intended to cover, *inter alia*, the cost of the official website of the ESC).

The basis of the sharing shall be decided by the Eurovision Television Committee following a recommendation by the Reference Group and shall be laid down in a separate document. The sharing key shall take account, *inter alia*, of the exposure given by the Participating Broadcasters and the Host Broadcaster to the marketing partners and suppliers.

The revenue from International Sponsorship (Section 3.1 above) shall be based on the review of each Participating Broadcaster's performance. The review shall be undertaken by the monitoring company assigned by the EBU/the EBU's Agent to confirm the correct transmission of the International Sponsorship sequences.

Any Participating Broadcaster which does not comply with the obligations related to the Centralized exploitation as mentioned in the present Rules and/or as may be instructed from time to time by the EBU Permanent Services and/or the EBU's Agent for reasons which are not of a legal or regulatory nature shall not be entitled to share in the commercial revenue generated by the centralized marketing and shall be held liable for any reasonable claim to compensate the marketing partners or suppliers for the value of the loss of exposure, without prejudice to any other sanctions which may be applied as per Section 2.6.

3.3.2) Distribution

The shares of the total centralized marketing activities reverting to the Participating Broadcasters, the Host Broadcaster and the EBU shall be distributed to them as soon as possible after the Final and by the end of the year at the latest, depending on when such revenue is received by the EBU from the marketing partners and after independent auditing of such revenue.

ANNEXE 1

Duties of the Host Broadcaster

The obligations of the Host Broadcaster are outlined in a separate set of rules entitled the Host Broadcaster Agreement. The following points reflect the main duties of the Host Broadcaster vis-à-vis the Participating Broadcasters.

1) Production of the Shows

(a) The Host Broadcaster shall ensure the complete production of three live uninterrupted television programmes on the agreed dates and with the agreed timing; two Semi-Finals (each lasting approximately two hours) and one Final (lasting approximately three hours 15 minutes) in accordance with top-level quality and editorial standards. The final decision on all editorial matters shall be taken by the EBU Permanent Services. The Host Broadcaster shall ensure the live delivery of the signals of the three productions to the Eurovision network. The international signals to be delivered shall be a clean feed.

(b) The Host Broadcaster shall provide for at least three commercial breaks during each of the Semi-Finals and the Final for those Participating Broadcasters wishing to use them. The exact number of such breaks shall be decided by the Host Broadcaster in cooperation with the Reference Group.

(c) The Host Broadcaster, in consultation with the EBU Permanent Services, shall propose a production budget for the ESC and the Shows, to be approved by the Reference Group.

(d) The Host Broadcaster shall, in cooperation with the EBU Permanent Services, appoint an organizing committee and indicate the names of the persons for all major positions. At no stage before the preparations of the ESC and the Shows shall the Host Broadcaster be entitled to enter into any negotiations on a possible sharing of production responsibilities with third parties without prior written approval by the EBU.

(e) The Host Broadcaster shall, in cooperation with the EBU, organize a meeting for the Heads of Delegation (the HoD Meeting) on dates to be agreed upon with the Executive Supervisor, with a view to informing all the Participating Broadcasters of all planning arrangements for the event.

(f) The allocation of the countries to each of the Semi-Finals shall be decided through a draw. Thereafter the order of appearance of the contestants in each of the Semi-Finals shall be determined by the Host Broadcaster under the supervision of the ESC Executive Supervisor, subject to the Reference Group's approval.

The position of appearance of the Host Broadcaster in the Final shall be decided by a draw and the Host Broadcaster shall decide on the remaining running order of contestants in the Final, under the supervision of the ESC Executive Supervisor, subject to the Reference Group's approval.

After the HoD Meeting, the Host Broadcaster shall, for the benefit of the Participating Broadcasters and the international press, inform them of the running order of the Shows and provide a detailed rehearsal schedule.

(g) The Host Broadcaster shall make every effort to meet the requests of the Participating Broadcasters in relation to the performance of their songs, where feasible and insofar as the request does not conflict with the creative concept of staging the event and on condition that information is given by the Participating Broadcasters to the Host Broadcaster as indicated in the Delivery Schedule.

(h) The Host Broadcaster is responsible for the songs and their performance being in accordance with the present Rules, and shall ensure that all necessary measures are taken to guarantee the uninterrupted and undisturbed performance by the artists during the Semi-Finals and Final.

(i) The international presenters to be appointed for the Shows shall be neutral and shall not have been involved in any manner whatsoever in the composition of the music, and/or in the writing of the lyrics and/or in the production of any song participating in the ESC.

(j) The Host Broadcaster shall make available a minimum of 50 commentary booths, for which an acceptable market rate may be charged.

2) Organization of the Event

(a) The Host Broadcaster shall identify a suitable venue for organizing the ESC, subject to the approval of the EBU Permanent Services in consultation with the Reference Group. Should that venue be approved, the Host Broadcaster shall be responsible for booking it for the entire period of the event.

(b) The Host Broadcaster shall ensure that sufficient hotel accommodation (at least 1,000 rooms) is available for the Participating Broadcasters' delegations at reasonable European prices.

(c) The Host Broadcaster shall ensure that all necessary and appropriate measures are taken to ensure the safety and security of all the contestants and all the members of their delegations at all times throughout the entire period of the event, in the host city. To that end, the Host Broadcaster shall present a detailed security plan in cooperation with the local authorities, to be approved by the EBU Permanent Services.

(d) The Host Broadcaster shall deal with all import and export formalities for material and equipment needed for the event. If a delegation wishes to bring any special equipment into the host country, this shall be done at its own expense, and the Host Broadcaster must be notified thereof at the latest during the HoD Meeting.

(e) The Host Broadcaster shall provide special facilities for the visiting broadcasters (including the Participating Broadcasters) with the possibility to hire ENG crews, studios, space for television vehicles, etc. All requests for such facilities must be made in writing to the Host Broadcaster at the latest by the time of the HoD Meeting. Any special facilities requested may be charged by the Host Broadcaster at the local market rate.

(f) Throughout the Event Weeks, the Host Broadcaster shall organize a social programme.

3) Warranties

(a) If so required by the EBU, the Host Broadcaster shall make available a financial guarantee (the terms and the amount thereof shall be communicated to the Host Broadcaster in due time). This guarantee shall be in addition to the regular annual operating budget of the broadcaster and shall be set aside for the specific purpose of organizing and producing the ESC in accordance with the corresponding rules.

(b) All participants, fans and international press must be guaranteed the right of free expression, assembly and contact with the citizens of the host country, in accordance with European standards.

(c) All participants (including organizers, partners and delegations), all fans able to demonstrate that they have acquired a ticket, and all journalists given accreditation to the event by the EBU ("accredited journalists") must be able to acquire sufficiently in advance an entrance visa for the entire duration of the event.

(d) All participants, fans and accredited journalists shall have free access to all public facilities and shall be able to move around in the host city and country without any authorization or restriction, but in full compliance with the terms and conditions of their accreditation.

(e) All participants, fans and accredited journalists shall have the right to talk with or interview, also with the purpose of publication, all citizens of the host city and country.

(f) If a public Eurovision Square, centrally placed in the host city, is decided upon, all participants, fans, accredited journalists and the citizens of the host country shall have free access to such a Square.

(g) The Government of the host country guarantees freedom of expression, in accordance with Article 10 of the European Convention on Human Rights and in line with the case-law of the European Court of Human Rights, to all participants, fans, accredited journalists and the individual citizens of the country who give interviews or are present in the public Eurovision Square.

(h) The Host Broadcaster shall indemnify the EBU against any claims whatsoever from other Participating Broadcasters in respect of any breach of its obligations pursuant to the present Rules.

(i) The Host Broadcaster shall not delegate and/or assign to third parties the organization and/or the production of the ESC as a whole and shall remain liable at all stages for the organization and of the production therefor.

4) Decisions

The EBU Permanent Services shall take the final decision in any dispute between the Participating Broadcasters and the Host Broadcaster.

ANNEXE 2

Reference Group for the Eurovision Song Contest

1. Purpose of the Reference Group

The Reference Group is the Executive Expert Committee representing all Participating Broadcasters.

It controls and guides the ESC.

The Reference Group meets on behalf of all Participating Broadcasters and is required to take decisions in the general interest of the ESC, and not in the interest of some of the participants.

2. Establishment, Reporting, Composition and Decisions

2.1 Establishment and reporting

The Reference Group is established by the Eurovision Television Committee (TVC). The Reference Group reports to the TVC.

2.2 Composition

The Reference Group is composed of the following members:

- a) Chairman (appointed by the Eurovision Television Committee);
- b) three elected members from among the Heads of Delegation;
- c) two executive producers from previous host countries;
- d) the executive producer of the present Host Broadcaster;
- e) the EBU Eurovision Song Contest Executive Supervisor;
- f) If deemed necessary by the Chairman of the Reference Group and the EBU Permanent Services, two additional members shall be jointly chosen at the discretion of the Chairman and the EBU Eurovision Song Contest Executive Supervisor from amongst EBU Members on the basis of their business and/or production experience in the entertainment area.

2.3 Decisions of the Reference Group

The Reference Group meets six to seven times per year.

Each member of the Reference Group shall have one vote. Decisions shall be taken on the basis of a majority.

In case of a tie, the vote of the Chairman shall be decisive.

3. Role and tasks of the Reference Group

3.1 Role of the Reference Group

The overall role of the Reference Group is to:

- a) Define the general policy of the ESC,
- b) Supervise the preparation of the upcoming ESC
- c) Develop the long-term planning of the ESC.

3.2 Tasks

The tasks, defined by the TVC on behalf of the EBU, are:

- a) approving the development and future format of the ESC;
- b) securing the financing of the ESC;
- c) modernizing the brand and raising awareness of the ESC;
- d) overseeing the yearly preparation by the Host Broadcaster.

3.3 Portfolios

Members of the Reference Group shall have specific portfolios to increase the efficiency of the Group, and aid collaboration with the EBU.

Those portfolios shall include legal issues, the Internet and new media, format development, relations with other participating broadcasters, televoting and interactivity.

4. EBU

4.1 Role

The EBU is the professional policy advisor to the Reference Group and the professional executor of its decisions

The role of the EBU consists in:

- a) Preparing the ESC policy and ensuring its professional execution;
- b) Supervising day-by-day the preparation of the next Contest (in conjunction with the Host Broadcaster).

4.2 Tasks

The Song Contest Unit in the EBU Media Department prepares

- a) The meetings of the Reference Group
- b) The agenda and the documents for the Reference Group meetings, in conjunction with the Chairman of the Reference Group (documents shall be sent ten days in advance, if possible).

4.3 Reference Group's Approval

The EBU Permanent Services requires the approval of the Reference Group on the following matters:

- a) Overall brand identity for the ESC (to the exclusion of the annual branding for the ESC chosen discretionally by the Host Broadcaster in consultation with the EBU Permanent Services);
- b) Development of the concept of the Shows;
- c) Adaptations or suggestions agreed between the EBU and the Host Broadcaster in relation to the editorial content of the Shows (such as presentation of the voting results, improvements in the running order) or to the determination of the winning song (as long as such modifications do not alter fundamentally the existing ESC format or Rules, in which case, approval of the TVC shall be sought by the Reference Group in accordance with point 5 hereafter)
- d) Rules of the ESC;
- e) Participation fees;
- f) Design and implementation of an international website;
- g) Sponsorship and marketing partners for the ESC;
- h) All other relevant changes in the format and the production of the Shows.

5. Major issues requiring the TVC approval

On seven major issues, approval of the TVC is mandatory:

- a) Changes in the Total Contribution;
- b) Amendments to the rules of participation;
- c) Change in the image of the ESC;
- d) Other major changes in the Rules (i.e. important or material change to the format);
- e) Major marketing contracts;
- f) Developments endangering the continuity of the ESC;
- g) Any other issues which the Chairman of the Reference Group judges of relevance for the TVC.

ANNEXE 3

Duties of the EBU

- 1) The EBU Permanent Services shall work closely with the Host Broadcaster to support all aspects of the national planning and production.
- 2) The EBU Permanent Services shall, together with the Host Broadcaster, be responsible for ensuring that the Previews are distributed to the Participating Broadcasters.
- 3) The EBU may commission and/or produce on the basis of the national selections various audiovisual material which shall be made available (for on-demand use) on the official website of the ESC. The EBU may produce vignettes for broadcast by the Participating Broadcasters in relation to any national programme leading up to the ESC (including any national selection programme).
- 4) The EBU shall be responsible for ensuring that Participating Broadcasters grant the agreed sponsorship and advertising exposure to the marketing partners and suppliers so that the international transmissions of the Semi-Finals and the Final do not breach any national laws.
- 5) The EBU Permanent Services, in consultation with the Reference Group, shall be responsible for the marketing of all commercial exploitation rights for the benefit of the Participating Broadcasters and the Host Broadcaster, in liaison with the EBU's Agent.
- 6) The EBU Permanent Services shall be responsible for all aspects of the overall branding of the ESC. The overall branding chosen shall be approved by the Reference Group, to the exception of the annual branding to be chosen discretionally by the Host Broadcaster in consultation with the EBU Permanent Services.
- 7) The EBU Permanent Services shall, in cooperation with the EBU's Agent, be responsible for collating market information on the Shows to help boost the possibilities for pan-European sponsorship of subsequent editions.
- 8) The EBU shall create and administer the official website of the ESC. The cost of establishing and maintaining the website shall be paid by the EBU (to be covered by the EBU's share in the commercial revenue).
- 9) The EBU shall, in cooperation with the EBU's Agent, be responsible for the creation of an international highlights tape of the ESC to be used for commercial, promotional and sales purposes.
- 10) The EBU Permanent Services shall appoint international monitors who may be sent to oversee all aspects of the televoting procedure as well as the national juries voting processes on any territory, with no notice given.
- 11) The EBU Permanent Services shall be responsible for
 - overseeing voting throughout the Shows, for any decisions required in the course of the voting and for giving any necessary instructions to the international presenters and the scoreboard operator(s);
 - and for taking any decisions at its sole discretion in the event of incidents occurring during the Live Shows.
- 12) The EBU Permanent Services shall be responsible for collating and posting on the official website of the ESC all the votes announced during the Shows.
- 13) The EBU Permanent Services shall be responsible for managing the archives of the past ESCs and of the Shows, including the ESC Digital Archive Platform.

ANNEXE 4

Standard agreements for the CD/DVD compilation

Please see enclosure

