



Public Broadcasting Services Limited

**Malta
Eurovision Song Contest
2018**

Regulations

REGULATIONS

MALTA EUROVISION SONG CONTEST 2018

A Introduction

1. Public Broadcasting Services Limited is pleased to announce the Malta Eurovision Song Contest 2018 ("Contest") which will be held in January 2018 subject to PBS schedule availability.
2. This Contest is organized by Public Broadcasting Services Limited, hereinafter referred to as ("PBS").
3. "Artist" means singers, groups and bands but does not include dancers and non-musical performers.
4. The winning Artist will be eligible to represent Malta in the forthcoming edition of the Eurovision Song Contest to be held in Portugal in May 2018.
5. 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.

B Songs

1. The compositions (lyrics and music) must not have been commercially released before 1st November 2017. 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 Artist must inform PBS, who shall have authority to evaluate whether the composition is eligible for participation in the Contest.
2. The maximum duration of each song is three minutes. Any song/performance which is longer may be disqualified by PBS.

C Performances and Artist

1. Each performance may consist of a maximum of six people on stage.
2. All Artists must be aged at least sixteen (16) by the 1st May, 2018.
3. Artists shall perform live on stage, accompanied by a recorded backing track which contains no vocals of any kind or any vocal imitations. All backing vocals must be live after the eliminatory phase.

4. The stage performance shall be identical in all Dress Rehearsals and during the live Shows.
5. The lyrics and/or performance of the songs shall not bring the Contest and PBS into disrepute. No lyrics, speeches, gestures of a political or similar nature shall be permitted during the Contest. 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 Contest and within any official Contest premises.
6. Artists may participate with any number of songs up to the first eliminatory phase.
7. Last year's winning artist(s) may not participate as a performer in the Contest.
8. All artists must be of Maltese nationality or have dual citizenship, one of which is Maltese. In the case of a group comprising two or more artists, the lead artist must be of Maltese Nationality or hold dual citizenship one of which is Maltese. All artists participating in lead role must be of Maltese Nationality or hold dual citizenship, one of which Maltese.
9. Artists having backing vocal roles may participate in different entries.

D Authors and Composers

1. Authors and composers may be of any Nationality.
2. Authors and composers are bound to include with their submission a signed declaration stating that the song is original and has not been and / or will not be submitted in an identical or similar form in any other contest. Songs submitted in an identical or similar form in any other contest, but have not qualified for the first round, may still be submitted. Songs that are not selected with the final sixteen (16) may be resubmitted in subsequent years.

E Submissions

All submissions must be done online through the PBS website www.tvn.com.mt not later than the 1st **September 2017**.

Requirements:

1. Lyrics Word Format File – labelled with the song title **ONLY**
2. Track 1: Full version of the original song with vocals in MP3 – labelled with the song title **ONLY**;
3. Track 2: Backing track of the original song without vocals in MP3 format;
4. Appendix C Declaration by Artist – Signed Copy in PDF format
5. Appendix D Declaration by Composer – Signed Copy in PDF format
6. Appendix E Declaration by Author – Signed Copy in PDF format
7. Payment Processing fee of €150 which is non refundable with each submission, payable online through PAYPAL

8. Applications submitted after the 1st September 2017, or applications which do not contain any one or more of the abovementioned requirements will be disqualified.
9. The eliminatory phase of the contest will result in the shortlisting of sixteen (16) finalists.
10. Songs reaching the final sixteen (16) may be re-mastered. No changes to the melody and lyrics are allowed except with the express consent of PBS who may at its own discretion, and on expert advise, ask applicants to effect changes in melody and / or lyrics
11. All applications are not returnable and will be destroyed by PBS.
12. PBS reserves the right to include any number of songs which may not have participated in this selection process, as wild cards.

F SELECTION PROCESS

The selection process will take place under legal supervision.

(i) Eliminatory Phase

1. During the eliminatory phase, all songs will be heard by the panel of Judges in full playback form and without the presence of the artist. However, the panel of Judges may request viva voce representation of certain songs in order to establish artist voice quality. The selection process will take place under legal supervision.

1 st Shortlist	-	60 Songs (Selection will be done by a panel of judges)
2 nd Shortlist	-	30 Songs (Local and International Juries)
Final	-	16 Songs (100% Televoting)

2. Whilst an artist may submit any number of songs for the Eliminatory Phase selection, artists may interpret only one song during the Final Phase itself.
3. If the final sixteen songs include a song/s which is interpreted by the same artist/s, then the artist/s would be eligible to perform the song which classified highest from the songs submitted by the same artist/s during the Eliminatory Phase. In such a case, the Composers / Authors of the other song/s may select another artist/s to perform their song, subject to PBS approval of the same artist/s.

(ii) Final Phase

1. The sixteen (16) finalists will perform live with backing vocalists in a televised show. The winning song will be chosen exclusively by televoting.
2. Artists will be allowed to interpret one (1) song during the Final Phase.

G GENERAL CONDITIONS

1. Artists bind themselves to abide by any sponsorship agreement that PBS chooses to contract with regards to the Malta Eurovision Song Contest and the winning Artist.
2. PBS reserves the right at any time to amend the present regulations or bring them into line with the international regulations. Where appropriate, the participants concerned will be informed. Changes to the Regulations do not give rise to any form of claim on the part of participants.
3. By participating in the Malta Eurovision Song Contest 2018, each applicant is accepting to be bound by these terms and conditions regulating this participation. All applicants undertake to follow all the contest's regulations and PBS directives. Any breach of these regulations may result in immediate disqualification.
4. All sixteen participants shall not engage personal hairdressers, make-up artists, costume designers, managers or marketing companies at any stage of their participation during the Malta Eurovision Song Contest.
5. Any marketing campaigns by any third parties for any of the contestants, may lead to disqualification.
6. For any social media uploads the contestants must always seek the PBS's prior approval.
7. The contestants are reminded that the winning song will be determined by 100% televoting, and in this regard, PBS highly emphasizes that any breach in the televoting system will lead to disqualification. PBS is hereby informing all the contestants that it will be monitoring closely the televoting system with the service providers and will automatically disqualify any of the contestants if found in breach in any way whatsoever.
8. Malta's participation in the Eurovision Song Contest 2018 is regulated by the rules governing the contest as published by the European Broadcasting Union.
9. All rights to the winning song (rights of use protected under copyright, and related rights) are transferred upon submission to PBS for use, free of charge, in the context of the Eurovision selection process on all vectors (multimedia, radio, TV, CD, DVD, youtube.com, etc.).

10. The composer(s) and author(s) warrant that they possess in full and in legally valid form, all of the rights (including related rights) that are required for the contractual production and use of the work/production, as well as its performance, and for third-party inputs, from the rights-holders, specifically the exercising artists (studio musicians, etc.), and agree to grant PBS such rights without any condition or proviso whatsoever.
11. The artist, composer and author guarantee that no agreements of any nature with third parties, such as record labels, event organisers or agencies, hinder the contractual production and use of the work/production, or its performance.
12. The winning artist(s) shall be managed by PBS from the date of the Malta Eurovision Song Contest 2016 Final to end of February 2018, extendable up to end May 2018 should the winning artist(s) win the Eurovision Song Contest 2016.
13. Each participant, be it artist(s), composer(s) or author(s) shall ensure that all decisions taken by PBS and / or EBU are observed and adhered to. Failure to do so may lead to disqualification and PBS reserve the right to nominate another at singer and / or song for participation in the Eurovision Song Contest 2018.
14. The winning artist(s) may not enter into any personal sponsorship agreement without the prior written consent of the Organizers up to the end of May 2018, extendable for another year (end of May 2019), should the winning artist(s) win the Eurovision Song Contest 2018.
15. All decisions of any kind relating to the winning song and/or Artist shall be at the sole discretion of PBS.
16. PBS shall finance the participation, flight from Malta (and return) and accommodation, of the artist(s) only of the song participating in the Eurovision Song Contest 2018. No further remuneration will be given.
17. PBS reserves the right to engage its own backing vocalists and/or dancers to accompany and participate with the artist(s) in the Eurovision Song Contest 2018.
18. Should the winning artist(s), without justification, interrupt his/her participation in the Eurovision Song Contest 2018, he/she may be liable to lifetime exclusion from the contest and may be held liable for damages incurred by PBS as a result of his / her actions.
19. The winning artist(s) is accepting that she/he may be filmed during any performance, as required. Moreover all participating artist agree to any audiovisual coverage as deemed necessary by PBS and give their express consent to PBS to air such audiovisual material on any medium operated by PBS.
20. All artists are bound to abide and uphold any sponsorship, marketing and merchandising agreements reached by PBS in relation to any phase of the contest.
21. All artists bind themselves not to participate or perform the submitted song in a similar programme, or on any other medium till end of the Malta Eurovision Contest 2018.

22. All artists bind themselves not to take part in talk shows, interviews or any other programme dealing with their participation in the contest, be it on television, on radio, on printed media or on the web, unless permission is granted by PBS, and this up to the end of the Malta Eurovision Song Contest 2018.
23. Artists agree to indemnify PBS for any damages arising from his/her participation in the contest.
24. Artists are bound to inform PBS of any medical condition which could affect their performance in the Eurovision Song Contest 2018.
25. PBS retains the right to terminate at will the participation of any artist(s) in the song contest should there be serious and grave reasons that merit such disqualification. In case of such a disqualification PBS will inform artist(s) in writing.
26. Should the Maltese entry fail to qualify for the Eurovision Song Contest 2018 Final, PBS may decide to ask the Maltese delegation to return to Malta earlier than the prior established date of return.
27. PBS accepts no financial liability or obligation whatsoever to performers, authors and composers in connection with participation in the selection process or the Eurovision Song Contest.
28. All decisions taken by PBS in all stages including during the period up to the eventual participation of the winning song and/or Artist in the Eurovision Song Contest 2018, are final, binding and non-appealable.

APPENDIX “A”

PRIZES

- A. The winning Artist will be eligible to represent Malta in the Eurovision Song Contest 2018.
- B. Trophies will be given to the top three placed songs.

APPENDIX “B”

Important Dates:

Publishing of regulations:	30th June 2017
Closing dates for submissions:	1st September 2017
Announcement of 16 Finalists:	October 2017
Finals:	January 2018

APPENDIX “C”

MALTA EUROVISION CONTEST 2018

Declaration by Artist

Name & Surname: _____

ID Number/Passport Number: _____

Nationality: _____

Address : _____

Date of Birth: _____

Contact No. : _____

E-Mail : _____

Name of Song: _____

Declaration by Artist/s

I, the undersigned declare that I have read all Malta Eurovision Contest 2018 regulations and agree to abide by them.

Signature

Date

All details are to be submitted by each artist individually.

APPENDIX “D”

MALTA EUROVISION CONTEST 2018

Declaration by Composer

Name & Surname: _____

ID Number/Passport Number: _____

Nationality: _____

Address : _____

Date of Birth: _____

Contact No. : _____

E-Mail : _____

Name of Song: _____

Signature

Date

Declaration by composer/s

I/we the undersigned declare that I/we have read all Malta Eurovision Contest 2018 regulations and agree to abide by them. The song has never been submitted in an identical or similar form in any other contest not necessarily in Malta.

All details are to be submitted by each composer individually

APPENDIX “E ”

MALTA EUROVISION CONTEST 2018

Declaration by Author

Name & Surname: _____

ID Number/Passport Number: _____

Nationality: _____

Address : _____

Date of Birth: _____

Contact No. : _____

E-Mail : _____

Name of Song: _____

Signature

Date

Declaration by Author/s

I/we the undersigned declare that I/we have read all Malta Eurovision Contest 2018 regulations and agree to abide by them. The song has never been submitted in an identical or similar form in any other contest not necessarily in Malta.

All details are to be submitted by each author individually.