



**The Malta
Eurovision Song Contest
2022**

Regulations

REGULATIONS

THE MALTA EUROVISION SONG CONTEST 2022

A Introduction

1. Public Broadcasting Services Limited is pleased to announce The Malta Eurovision Song Contest 2022 ("Contest") which will be held in February 2022 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 Italy in May 2022.
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 the 1st of September 2021. 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, shall not be eligible to participate and may be disqualified in case it fails
 - (i) to submit to PBS a song complying with the requested duration
 - (ii) to have perform(ed) on stage, a song complying with the requested duration.

C Performances and Artist

1. Each performance may consist of a maximum of six artists on stage. No live animals shall be allowed on stage.
2. All Artists must be aged at least sixteen (16) by the 1st May, 2022. A consent form shall be submitted by the guardian of each applicant/signatory if the applicant/signatory has not attained the age of sixteen (16) years, by the time of submission of application

D LIVE PERFORMANCES at the MESC

1. All songs shall be performed live on stage with a recorded backing track complying with the requirements listed hereunder.
 - i. The lead singer(s) of the selected song (the "**Lead Vocal(s)**") shall perform live on stage only.
 - ii. Eventual vocal support(s) for the Lead Vocal(s) (the "**Lead Dub(s)**") shall perform live, on or off stage, only.
 - iii. All other backing vocal(s) performing vocal harmonies (the "**Backing Vocals**") may perform either live on or off stage and/or on Backing track compliant to the requirements as stipulated in Clause E (2) hereunder.
 - iv. Plugging instruments to play live on stage shall not be allowed.

E BACKING TRACKS

1. The accompanying Backing track may optionally contain Backing Vocals. However, the Backing track in question shall not contain (i) Lead Vocals, (ii) Lead Dubs and/or (iii) any other vocals that would have the effect of, or aim at, replacing or unduly assisting the Lead Vocal(s) during the live performance on stage.
2. In case there are live Backing Vocals, on or off stage, as part of the Act, they shall be mixed with the Backing track's Backing Vocals (if any).
3. All entries which will pass on to the semi-final phase, shall submit to PBS, the final version of the song by not later than the second week of January, 2022.
4. PBS shall have the right to remove or request the removal from the Backing track of any Backing Vocals which would have for effect of, or aim at, replacing or unduly assisting the Lead Vocal(s) during the live performance on stage PBS and the MESC Executive Supervisor shall verify respect for this rule.
5. Artists who deliver a Backing track which does not include Backing Vocals acknowledge and accept that the Backing track may have to be amended and re-edited to include Backing Vocals.
6. The stage performance shall be identical in all Dress Rehearsals and during the live Shows.

7. 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.
8. Artists may participate with any number of songs up to the first eliminatory phase.
9. The performer who represented Malta in 2021 may not participate as a performer in the Contest.
10. 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.
11. Artists having backing vocal roles may participate in different entries.

F 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 twenty-two (22) may be resubmitted in subsequent years.

G Submissions

1. All submissions must be done online through the PBS portal www.tvn.com.mt not later than the 15th DECEMBER 2021.

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 €100 (**Appendix G**) which is non refundable with each submission,

2. Applications submitted after the 15TH December 2021, or applications which do not contain any one or more of the above-mentioned requirements, will be disqualified.
3. The eliminatory phase of the contest will result in the shortlisting of twenty-two (22) semifinalists.
4. Songs reaching the final twenty-two (22) 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

H SELECTION PROCESS

The selection process will take place under legal supervision.

1. Eliminatory Phase

- a. 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.
- b. Semifinal Show – 22 songs
- c. Final Show - 16 Songs (panel of judges plus televoting)

Whilst an artist may submit any number of songs for the Eliminatory Phase selection, as established in Clause E sub-article (8), artists shall only interpret one song during the Semi-Final and Final Phase;

2. SEMI Final Phase

- a. The twenty-two (22) semi-finalists will perform live in a televised show. The 16 finalists will be chosen exclusively by juries and televoting which processing will be monitored by a notary public.

3. Final Phase

- a. The qualifying sixteen (16) finalists will perform live in a televised show. The winning song will be chosen exclusively by juries and televoting which processing will be monitored by a notary public.

I 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 2022, 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 twenty-two 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 unless otherwise consented to by PBS.
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 juries and 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 2022 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 on all vectors without any conditions or restrictions (radio, TV, online social media and platforms).
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 2022 Final to end of February 2023, extendable up to end May 2023 should the winning artist(s) win the Eurovision Song Contest 2022.
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 singer and / or song for participation in the Eurovision Song Contest 2022.
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 2022, extendable for another year (end of May 2023), should the winning artist(s) win the Eurovision Song Contest 2022.
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 only finance the artist participating in the Eurovision Song Contest 2022 participation, including the flights and accommodation. 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 2022.
18. Should the winning artist(s), without justification, interrupt his/her participation in the Eurovision Song Contest 2022, 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 2022.
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 2022.
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 2022.
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 2022 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 2022, are final, binding and non-appealable.

APPENDIX “A”

PRIZES

- A. The winning Artist will be eligible to represent Malta in the Eurovision Song Contest 2022.
- B. Trophies will be given to the top three placed songs.

APPENDIX “B”

Important Dates:

Publishing of regulations:	15th October 2021
Closing dates for submissions:	15th December 2021
Announcement of 22 Finalists:	January 2022
Finals:	February 2022

APPENDIX “C”

THE MALTA EUROVISION CONTEST 2022

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 2022 regulations and agree to abide by them.

Signature

Date

All details are to be submitted by each artist individually.

APPENDIX “D”

THE MALTA EUROVISION CONTEST 2022

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 2022 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”

THE MALTA EUROVISION CONTEST 2022

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 2022 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.

APPENDIX “F”

CONSENT FORM The Malta Eurovision Song Contest 2022

I hereby give **Public Broadcasting Services Ltd.**, their licensees, successors, legal representatives, and assigns the absolute and irrevocable right and permission to use, reproduce, edit, exhibit, project, display, copyright, publish and/or resell photography images and/or moving pictures and/or videotaped images of me with or without my voice and further agree that any video and / or audio material derived from any audiovisual recording in which I participate may be broadcast and distributed without limitation through any means and I shall not receive any compensation for my participation.

I also agree to the use of my name, likeness, portrait or pictures, voice and biographical material about me for any reason.

I further agree that my participation in any video / audio material confers upon me no rights to use, ownership or copyright. I release **Public Broadcasting Services Ltd.**, its representatives, agents, and assigns from all liability which may arise from any and/or all claims by me or any third party in connection with my participation in the video / audio material.

It is understood that **Public Broadcasting Services Ltd.** is under no obligation to broadcast the above-identified video / audio material.

Agreed to and signed this ____ day of _____ by:

Name & Surname of Minor: _____

Passport No / ID Card No: _____

Age: _____

Signature of Minor: _____

Name & Surname of Parents/Legal Guardian*: _____

Passport No / ID Card No. _____

Signature of Parents/Legal Guardian: _____

***Documentation needs to be provided in case of a sole legal guardian.**

APPENDIX “G”

THE MALTA EUROVISION CONTEST 2022

Payment Method

- At the PBS Reception Desk from Mon to Sat between 8:00am and 3:00pm
- Cheque payable to Public Broadcasting Services and sent by post. Address: - 75, Creativity Hub, St Luke’s Road, G’Mangia

- Bank Transfer

>> Bank of Valletta, Msida Seafront, Msida, Malta. A/c: 40014549562 IBAN NO: MT95VALL22013000000040014549562 BIC: VALLMTMT

>>H.S.B.C., The Strand, Gzira, Malta. A/C:085-033-405-001
IBAN: MT67MMEB44853000000085033405001 BIC: MMEBMTMT