

# Eurovision

## YOUNG MUSICIANS

16-24 AUGUST 2018  
EDINBURGH, UK



**APPLICATION TO PARTICIPATE**  
*version 01.02.2018*

## INTRODUCTION

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Dear colleagues,

Eurovision Young Musicians will return in summer 2018, joining forces with one of Europe's leading performing arts festivals, the Edinburgh International Festival, and host broadcast by BBC Scotland and BBC Radio 3.

The edition brings a number of exciting format changes, becoming for the first time a truly multi-platform broadcast competition with coverage of the preliminary recital round available for radio and online platforms, while the grand final will be available live on all three platforms.

Up to 18 contestants may register for the preliminary recital round, where contestants will deliver a 18' programme in one of the Edinburgh International Festival's most central chamber music venues, St. Cecelia's hall, in front of a live festival audience and radio-broadcast nationally (BBC Radio 3) and internationally (Euroradio), and video-streamed online.

Six candidates are then selected by an expert jury to take part in the grand finale; the results being announced at 20h00 BST on Sunday 19 August.

The grand finale takes place in Edinburgh's most famous concert venue, the Usher Hall, and will be adjudicated by an international panel of stars of the classical music world, and accompanied by the BBC Scottish Symphony Orchestra under its principle conductor, Thomas Dausgaard.

The registration window for the 2018 edition of Eurovision Young Musicians is now open until **31 December 2017**.

Please ensure to complete the **Letter of Commitment** section of this document, and return it to [trustram@ebu.ch](mailto:trustram@ebu.ch) to secure a participation slot, and offer a unique international stage to your nation's young talents in what could be a career-making experience.

I would be pleased to discuss the competition with you at any time during the application window.

Kind regards,

**MATTHEW TRUSTRAM**  
Senior TV Project Manager, Music & Dance

**EUROVISION**

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OPERATED BY EBU



## LETTER OF COMMITMENT

To apply to participate in Eurovision Young Musicians 2018, please complete the form below which, together with the totality of the present document, constitutes a binding agreement to fulfil all obligations of a Participating Broadcaster under the terms herein described.

Changes to the terms and conditions herein described may only be made with the unanimous approval of the Steering Group. The EBU engages itself to seek the approval of any broadcasters who have confirmed participation in the event before approving any such changes.

Participation in Eurovision Young Musicians 2018 is open to all EBU Active Member broadcasters, including those wishing to participate via Radio only. In the case of oversubscription (or in the case of multiple applications received to represent one territory), priority shall be given to TV broadcasters, and in the case of further over-subscription the Steering Group shall be entitled to select 18 broadcasters who will participate in the best interests of the competition.

**Kindly complete and return this form to [trustram@ebu.ch](mailto:trustram@ebu.ch) before 31 December 2017 to apply to participate in the competition.**

<b>Broadcaster Name:</b>			
<b>Broadcaster Representative</b>	<b>Name:</b>		
	<b>Position / Title:</b>		
	<b>Mobile phone:</b>		
	<b>Email</b>		
<b>Agreed Participation Terms:</b>	<b>Participation fee:</b>	€	
	<b>Negotiated exceptions</b>	<input type="checkbox"/>	(Please annex details)
	<b>Broadcast media:</b>	<input type="checkbox"/> TV	<b>Channel:</b> (if known)
		<input type="checkbox"/> Radio	<b>Channel:</b> (if known)
		<input type="checkbox"/> Online	
		<input type="checkbox"/> Unknown	
<b>Broadcast slot:</b>	<input type="checkbox"/> Live	<input type="checkbox"/> Deferred	<input type="checkbox"/> Unknown
<b>Participating Broadcaster Signature:</b>	<i>By signing this form you accept and acknowledge that you are duly authorized to engage the named broadcaster as a participant in the Competition as herein described.</i>		
	<b>Date, Signature:</b>		
<b>EBU Signature:</b>	<i>Your participation is confirmed upon receipt of a copy of this document, countersigned by the EBU, on or before the Confirmation Deadline. The EBU shall not be held liable if for any reason your participation is not confirmed by the Confirmation Deadline.</i>		
	<b>Name, Position:</b>	Jon Ola Sand, Executive Supervisor, Eurovision Family of Events	
	<b>Date, Signature:</b>		

## EVENT SCHEDULE

EVENT DETAILS	
Host City/Country	<b>Edinburgh, United Kingdom</b>
Host Broadcaster	<b>BBC Scotland / BBC Radio 3</b>
Organizer	<b>Edinburgh International Festival</b> (embargo until 14 March 2018)
Producer	<b>BBC Scotland / BBC Radio 3 / BBC Arts Digital / BBC Studios</b>
Venue	Semi-Final: <b>Edinburgh Festival Theatre Studio</b> Final: <b>Usher Hall, Edinburgh</b>
Event Week	<b>16-24 August 2018</b>
Minimum- Maximum number of broadcasters	<b>10 - 18</b>
Competition format details	<b>All contestants participate in Recital Round, judged by expert jury.</b> <b>6 retained contestants participate in Final, judged by expert jury.</b>
Broadcasts:	Semi-Final:  <b>18 August 2018:</b> 3 x 60' recital programmes (13h30, 15h30, 17h30 BST) available live as Radio and Online programs (BBC Radio 3 / Euroradio, or as web stream)  <b>19 August 2018:</b> 3 x 60' recital programmes (13h30, 15h30, 17h30 BST) available live as Radio and Online programs (available live via BBC Radio 3 / Euroradio, or as web stream)  Final:  <b>22 August 2018:</b> Delivery of edited Television programme materials featuring presentation of all contestants, including those eliminated.  <b>23 August 2018:</b> 90' live show, delivered for Television, Radio and Online (19h30-21h00 BST)
Week Schedule	16/08/18: <b>Contestants' Arrival, Opening Ceremony</b> 17/08/18: <b>Recital Round rehearsals</b> , filming 18/08/18: <b>Recital Round</b> Day 1 19/08/18: <b>Recital Round</b> Day 2, Announcement of 6 retained contestants 21/08/18: Eliminated contestants may travel home 20-22/08/18: <b>Final rehearsals</b> 23/08/18: <b>Rehearsals, EYM18 live</b> 24/08/18: <b>Contestants' Departure</b>
Participation Fee	EBU Basic Units – please contact <a href="mailto:trustram@ebu.ch">trustram@ebu.ch</a> to agree your fee.  Transmission Costs: Included in Participation Fee

Participating Broadcaster Obligations	<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Live / deferred broadcast of Final via TV (or Radio for radio-only Members).</li> <li><input type="checkbox"/> (optional: broadcast of semi-finals via TV, Radio or Online)</li> <li><input checked="" type="checkbox"/> Supplementary Music Hire fees (copyright-controlled works or editions only) for use of the performance(s) of the Contestant worldwide for two years, in accordance with the rights granted to the Participating Broadcasters.</li> <li><input checked="" type="checkbox"/> Local video production with contestant (1 day, single camera / sound; for postcard inserts, social media and film)</li> <li><input checked="" type="checkbox"/> Contestant / delegation travel, accommodation during Event Week.</li> <li><input checked="" type="checkbox"/> Appointment of Head of Delegation, coordination of contestant selection and other aspects of participation described herein.</li> <li><input checked="" type="checkbox"/> Application for and necessary visa and/or child performer's license (for contestants under 16 years of age)</li> </ul>
Grant of Rights	<ul style="list-style-type: none"> <li>• TV (including linear, non-linear, digital broadcast, VOD)</li> <li>• Radio</li> <li>• Online on the Participating Broadcaster's owned and controlled official websites and officially-branded channels</li> </ul> <p>All above listed rights shall be granted to the Participating Broadcasters for use in their respective territory only, for an unlimited number of transmissions, for a period of two (2) years as of the date of the Final. The rights are granted on an exclusive and non-transferable basis, except for the Online rights, which are hereby granted on a non-exclusive worldwide basis.</p> <p>Participating Broadcasters remain liable for payment of publishing rights to national collecting societies according to common practice.</p>
Contestant Eligibility Requirements	<ul style="list-style-type: none"> <li>• Age <b>12-21</b> on day of Final</li> <li>• <b>Nationality or at official residency in territory for at least two years preceding the date of the Final</b></li> <li>• <b>In full-time education</b> (other definitions of 'non-professional' possible with Steering Group approval)</li> <li>• Selection via <b>TV national selection programme</b> (other selection methods possible with Steering Group approval)</li> <li>• Prize winners of previous editions of EYM shall not be eligible to participate.</li> <li>• Any competitor under the age of 16 on arrival into the UK will need a child performance licence from Edinburgh City Council. The Participating Broadcaster agrees to make this application to Edinburgh City Council at least one month before the first performance on 18 August. EBU cannot determine the outcome of this application but will assist the Participating Broadcaster to obtain any licences required.</li> <li>• Certain overseas nationals require Visas to enter the UK. It is the Participating Broadcaster's responsibility to apply for and obtain these visas if required by Delegation members. EBU undertakes to obtain letters of invitation to help with application for a Visa but is not able to accept responsibility for their issue. If the Delegation is visiting the UK solely to participate in the Edinburgh International Festival then sponsorship under the UK points based immigration system is NOT required. If however the Delegation intends to work for other organisations during the visit to the UK it is usually necessary to obtain entry clearance via the points based system. It is the Participating Broadcaster's responsibility to obtain entry clearance in this situation.</li> </ul>
Performance Details	<p>Semi-Final:</p> <ul style="list-style-type: none"> <li>• <b>18' recital</b>, with public audience</li> <li>• <b>Solo</b> or with piano accompaniment</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Free repertoire choice</b></li> </ul> <p>Final:</p> <ul style="list-style-type: none"> <li>• <b>12' performance of one or more full movements of a single musical work, with orchestral accompaniment.</b></li> <li>• <b>No musical cuts, and no split programmes (i.e. multiple works within 12')</b></li> </ul>
Adjudication Process	<p>Semi-Final: <b>Expert Jury</b> (result announced 20h00 BST 19 August)</p> <p>Final: <b>Expert Jury</b></p>
Event Supervision	<p>Steering Group:</p> <ul style="list-style-type: none"> <li>• <b>Peter Maniura (BBC Arts / EBU Music &amp; Dance Bureau)</b></li> <li>• <b>Paul Bullock (BBC Studios)</b></li> <li>• <b>Edward Blakeman (BBC Radio 3)</b></li> <li>• <b>Steve Carsen (BBC Scotland)</b></li> <li>• <b>Roy Luxford, Andrew Moore (Edinburgh International Festival)</b></li> <li>• <b>Jon Ola Sand, Matthew Trustram (EBU)</b></li> <li>• <b>Tanja Nagel (Executive Producer, EYM16)</b></li> </ul> <p>EBU Executive Supervisor:</p> <ul style="list-style-type: none"> <li>• <b>Jon Ola Sand (EBU)</b></li> </ul> <p>EBU Project Manager:</p> <ul style="list-style-type: none"> <li>• <b>Matthew Trustram (EBU)</b></li> </ul>

## PRODUCTION DEADLINES

Event Milestones	1 Nov – 31 Dec 2017	<b>Registration Window for Participating Broadcasters</b>
	31 Jan 2018	<b>Event Confirmation Deadline</b>  <i>EBU will return a countersigned copy of this Letter of Commitment, confirming the event and acceptance of the Participating Broadcasters' application.</i>
	1 Mar 2018	<b>Head of Delegation Deadline</b>  <i>Broadcasters to appoint responsible contact for managing their participation</i>
	1 May 2018	<b>Candidate Selection Procedure Deadline</b>  <i>Broadcasters not holding televised national selection to submit details of selection procedure to Steering Group for approval, to be granted or refused within 14 days. It is recommended that this such approval is obtained prior to registration for the competition.</i>
	15 Jun 2018	<b>Contestant Deadline</b>

		<i>Contestant identity known and promotional information supplied.</i>
	1 Jul 2018	<b>Accreditation Deadline</b>  <i>All delegation members accredited and flights, hotels booked.</i>
	1 Jul 2018	<b>Music Repertoire Deadline</b>  <i>Musical selections for Recital Round and Final submitted to the Steering Group. In the event that orchestral parts of copyright clearances cannot be obtained, or in the event of duplicate musical selections by multiple candidates, candidates may be asked to select alternative repertoire.</i>  <b>Postcard Materials Deadline</b>  <i>Film materials shot locally with contestants to be submitted.</i>
	23 Jul 2018	<b>Broadcast Information Deadline</b>  <i>Broadcast slot, time, channel, commentary booth, requirements of filming permits / facilities to be communicated.</i>

# GENERAL TERMS AND CONDITIONS

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1. Description of the EYM
  - 1.1. EBU Coproduction
    - 1.1.1. The Eurovision Young Musicians (the "EYM") is an international broadcast coproduction, participation in which is open exclusively to Active EBU Members. It is a major international music competition.
    - 1.1.2. The EYM is carried under the auspices of the European Broadcasting Union (the "EBU"), and is delivered under the EBU's public-facing brand Eurovision.
    - 1.1.3. Active EBU Members may apply to participate following the application process detailed herein. The Active EBU Members whose application to participate in the EYM has been accepted by the EBU by the Confirmation Deadline shall be referred hereafter to as the "Participating Broadcasters".
    - 1.1.4. The EBU has appointed the Host Broadcaster(s) indicated in the Event Schedule with the task of recording and transmitting the EYM, and the Organizer (as indicated in the Event Schedule) with the task of organizing and staging the EYM. When designated collectively hereunder, the Host Broadcaster and the Organizer shall be referred to as the "Producers". When the Producers are referenced together with the EBU and the Participating Broadcasters they shall together be referred to as the "Co-Producers".
  - 1.2. Content and Production
    - 1.2.1. The EYM consists of a preliminary round (the "Semi-Final") and of a final (the "Final") taking place on the dates and at the locations indicated in the Event Schedule.
    - 1.2.2. The EYM being an non-political entertainment programme for children, it shall in no case be used to convey any direct or indirect political message of any kind nor to promote any organization, institution, political cause, or company, brand, products or services.
    - 1.2.3. The Broadcast Programmes of the Semi-Final and the Final will be filmed and delivered to Participating Broadcasters are described in the Event Specification.
      - 1.2.3.1. TV programmes will be delivered in minimum HD broadcast quality with stereo sound.
      - 1.2.3.2. The majority of any on-stage or on screen speech will be in English.
2. Competition Specification
  - 2.1. Eligibility
    - 2.1.1. Contestants
      - 2.1.1.1. All Contestants must comply with the criteria of eligibility as described in the Event Schedule.
      - 2.1.1.2. In the case of any dispute regarding a contestant's eligibility, the Steering Group shall be entitled to make a decision. In the case that a Participating Broadcaster disagrees with the decision, they may appeal to the EBU TV Committee, whose decision shall be final.
    - 2.1.2. National Selection
      - 2.1.2.1. Each Participating Broadcaster shall select its own Contestant either by a national televised competition, for which the Participating Broadcaster is solely responsible and liable.
      - 2.1.2.2. Other selection procedures must be approved by the Steering Group according to the provisions of the Event Schedule.
    - 2.1.3. Music Pieces
      - 2.1.3.1. All musical repertoire must be submitted to and approved by the Steering Group according to the schedule. The Steering Group shall have the right to ask Contestants to make changes to proposed repertoire in the event that duplicate musical works are proposed by Candidates or in the event that the Participating Broadcaster and/or the Co-Producers cannot obtain clearance of the



- necessary rights as detailed in the Event Schedule.
- 2.2. Competition Conditions
- 2.2.1. Performances and rehearsals
- 2.2.1.1. All Contestants shall be allocated time to practice and rehearse before their performances.
- 2.2.1.2. Accompanists are provided only where expressly mentioned in the Event Schedule.
- 2.2.2. Expert Juries
- 2.2.2.1. The expert jury shall be appointed by the Producer with the approval of the Steering Group. The Producer shall make all reasonable efforts to ensure that the jury is balanced in terms of origin, gender and musical instrument family. Expert jury members shall be established experts in the domain of classical music.
- 2.2.2.2. The Voting Procedure used to determine the winner shall be approved by the Steering Group and announced to all Participating Broadcasters prior to the Event Week.
- 2.2.2.3. Results obtained by successful and prize-winning candidates will be made publicly available.
3. Application process
- 3.1. Eligibility of Members
- 3.1.1. Only television or radio broadcasters which are Active Members of the EBU are authorized to apply and eligible to participate in the EYM.
- 3.1.2. In accordance with the EBU Code of Finance, any Member that has been in debt to the EBU for more than 240 calendar days on the Application Deadline will not be authorised to participate.
- 3.1.3. In the case that the number of applications received is greater than the number of available broadcaster slots (as specified in the Event Schedule) the Steering Group shall decide which broadcasters' applications are approved in the best interests of the competition, taking into account broadcast media and slots.
- 3.1.4. In the case that multiple applications to participate from the same territory are received, priority shall first be given to television broadcasters, thereafter the Steering Group shall decide in the best interests of the competition which broadcaster's application is to be accepted. Under no circumstances may any territory be represented more than once in the competition.
- 3.2. Procedure
- 3.2.1. All Active EBU Members wishing to participate in the EYM must complete the Letter of Commitment which forms part of this document and return it by post or by email to the EBU, no later than the Application Deadline.
- 3.2.2. Active participation in the EYM (i.e. with a Contestant) cannot be guaranteed to any Member that fails to respect the Application Deadline.
- 3.2.3. The EBU undertakes to confirm which broadcasters' applications are approved by the Confirmation Deadline.
4. Participating Broadcasters' commitments:
- 4.1. To accept the terms and conditions described herein.
- 4.2. To ensure that any representative (including any Delegation members, commentators and other staff of the Participating Broadcaster) do 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 performances and shall be neutral during the competition until the result is delivered.
- 4.3. To ensure that the fact that the EYM is a non-political entertainment programme for children and that it shall in no case be used to convey any direct or indirect political message of any kind nor to

- promote any organization, institution, political cause, or company, brand, products or services be respected by the Commentators, Contestants, Heads of Delegation, and any other party involved in the EYM, both during the National Selection and during the EYM;
- 4.4. To accept that its commitment to participate in the present edition Eurovision Young Musicians is binding and remains valid as a whole, despite any change in the Host City, Host Country, Organizer and/or Host Broadcaster which may be necessary.
- 4.5. Recording of the TV Programmes over Eurovision Network: The TV Programmes shall be produced and transmitted as a live uninterrupted programme over the Eurovision network on the date and time indicated in the Event Schedule. Participating Broadcasters accept responsibility for recording the signal at the time of its first delivery (for which no further cost shall be invoiced). In the event of failure to record any Programme the cost of any re-feed shall be borne by the Participating Broadcaster, except where it can be proven that it was due to a technical fault of the EBU or Producers.
- 4.6. To undertake to appoint a Head of Delegation by the Head of Delegation Deadline, who shall act as the point of contact on behalf of a Participating Broadcaster in all communications with the EBU, the Host Broadcaster, the Organizer and the other Participating Broadcasters, and shall ensure that the Participating Broadcaster delivers all materials, information and other requirements in a timely fashion.
- 4.7. During the Event Week, the Head of Delegation shall:
- 4.7.1. ensure that the Contestant is accompanied, at the Participating Broadcaster's costs (i.e. all costs including accommodation and travel costs), by a personal coach (e.g. a family member or a teacher) at all time during the Event Week in order to, among other reasons, prevent the Contestant from being embarrassed on the account of inexperience, but shall ensure that the coach does not intervene with the staging of the event;
- 4.7.2. ensure that all Contestants and Delegation members have sufficient medical insurance coverage and possess the necessary travel documents (e.g. Visas), it being noted that no liability is accepted by the EBU or the Producers in the event that such travel documents cannot be obtained;
- 4.7.3. ensure that any Contestants under the age of 18 are never left alone without an adult guardian during the Event Week;
- 4.7.4. monitor all aspects of the Contestant's participation, including his/her registration as per the present Rules and delivery of all the materials and documents requested by the EBU Contestant's and the Delegation's presence when and where required by the Organizer, the Host Broadcaster and/or the EBU during the Event Week (including the "Award Ceremony" or the press conference, if the Contestant is a Prize Winner);
- 4.7.5. ensure that the Contestants are dressed appropriately and avoid all "adult" and age-inappropriate clothing;
- 4.7.6. handle all forms of press (the Heads of Delegation and not the Contestants must be the only point of contact vis-à-vis the press) in such way that they are not out of their depth or placed in situations in which they cannot cope with;
- 4.7.7. ensure, in association with the Producers and the EBU, that all discussions about the EYM between adults do not take place in the presence of the Contestants;
- 4.7.8. take responsibility for the Contestant's physical and psychological welfare during the Event Week and after the Final;
- 4.7.9. ensure that its delegation stays at one of the official hotels appointed by the Producers and/or the EBU;
- 4.8. From the date of the Heads of Delegation Deadline and the Head of Delegation shall
- 4.8.1. Ensure that the provisions of the present document are respected.
- 4.8.2. 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;
- 4.8.3. make every effort to promote its national selection process and the EYM Event Week as possible via channels in the Participating Broadcaster's territory and through participation in the international press plan which shall be coordinated by the EBU.
- 4.8.4. Ensure that all rights detailed herein are cleared prior to the Event Week
- 4.8.5. Acknowledge and accept that the EBU Executive Supervisor shall be entitled, in consultation with the Chairman of the Steering Group, to take last minute decisions regarding the organisation and the production of the EYM during the Event Week. Such decision shall be irrevocable, enforceable and binding upon the Participating Broadcaster;
- 4.8.6. Acknowledge and accept that the non-respect of all rules expressed in this section may result in a Participating Broadcaster being excluded from the EYM by the EBU, after consultation with the Steering Group and the Producers.
5. Rights:
- 5.1. Grant of Rights to Participating Broadcasters
- 5.1.1. Broadcast Rights
- 5.1.1.1. All Participating Broadcasters shall be granted the rights to exploit the EYM Broadcasts under the terms described in the Event Schedule.
- 5.1.2. Other Rights
- 5.1.2.1. All Participating Broadcasters shall be granted rights to use EYM official branding and logos in connection with their National Selections and for the promotion of their participating in EYM
- 5.2. Rights to be cleared by Participating Broadcasters
- 5.2.1. Broadcasting rights
- 5.2.1.1. All Participating Broadcasters shall be granted the following rights described in the Event Schedule.
- 5.2.1.2. Participating Broadcasters accept to comply with any rights restrictions which may be notified subsequently by the EBU
- 5.2.1.3. All rights not granted herein shall remain the sole property of the EBU. Notwithstanding the above, the EBU retains the right to exploit the content related to the EYM on its own platforms.
- 5.2.2. Image Rights:
- 5.2.2.1. All Participating Broadcasters shall procure that the Contestant has understood and agreed that his image, voice and likeness, and his/her performance(s) and other appearances during the Event Week may be used by the Co-Producers and the Participating Broadcasters in accordance with these Rules.
- 5.2.3. Third-party infringements
- 5.2.3.1. 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 Semi-Final and Final or of any audiovisual material related to the Semi-Final and Final or any parts of such broadcasts, such as individual scenes or images, by unauthorized third parties on its territory
- 5.2.4. Extracts
- 5.2.4.1. The EBU shall be entitled to grant licences with respect to any extracts from the Television Programmes and/or from the EYM Content

- produced by the EBU to third parties for inclusion in any audiovisual works or media products or services.
- 5.2.4.2. Any broadcaster which does not hold any audiovisual media rights may 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 Television Programmes (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-Final and the Final respectively.
- 5.2.5. EYM Logo and artwork
- 5.2.5.1. No commercial or non-commercial entity shall use the logo or other distinctive elements of the EYM without the prior written permission of the EBU.
- 5.2.6. Editing
- 5.2.6.1. National versions or edited versions are permitted as long as the integrity of the TV Programmes is not impaired and music performances are not cut.
- 5.2.7. Distribution
- 5.2.7.1. The EBU shall retain the right to distribute the competition to any EBU Active Member not participating in the competition, provided that the grant of rights is identical to that granted to Participating Broadcasters.
- 5.3. Filming at the Event
- 5.3.1. Participating Broadcasters wishing to film at the event must send a written request to the Host Broadcaster via the EBU by the Registration Deadline at the latest.
- 5.3.2. Filming during any live transmission shall not be permitted. Granting permission to film shall be at the discretion of the Host Broadcaster in consultation with the Steering Group.
- 5.4. The Semi-Final and Final will be live-streamed through the official EYM Website and via the Participating Broadcasters' TV Channel(s), website(s) and/or other platforms approved by the EBU.
6. Guarantee/indemnification
- 6.1. Each Participating Broadcaster hereby acknowledges and represents to the EBU that neither EBU shall in no way be responsible to cover costs associated with any possible copyright claims in relation to the exploitation of the television programme of the Event.
- 6.2. Guarantee and indemnification in relation to the National Selection
- 6.2.1. 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 EYM by the EBU or any of its Members.
- 6.3. Guarantee and indemnification in relation to the Contestant's performance in the EYM by each Participating Broadcaster
- 6.3.1. Without prejudice to any sanction which may be applied under these Rules, each Participating Broadcaster shall indemnify all other organizations concerned (i.e. the other Participating Broadcasters, the EBU, the Co-Producers and any licensees) against any claims whatsoever arising from the Contestants, accompanists, authors, composers, artists, music publishers, producers, agents, managers, master owners of recordings of the music (if any) or any other entitled persons or entities (the "Participating Broadcasters' Contributors") in respect of the performance and/or any of the broadcasts or other exploitations of the music or scores pursuant to the present Rules.

- 6.4. For the avoidance of doubt, it is hereby accepted by each Participating Broadcaster that it shall defend, indemnify and hold harmless all organizations concerned (i.e. the other Participating Broadcasters, the EBU, the Producers and any licensees) from and against:
- 6.4.1. any claims whatsoever arising from any of the Participating Broadcasters' Contributors that may be brought in respect of any of the broadcasts or other exploitations of the Semi-Final and/or the Final (including the dress rehearsals and the press conferences) pursuant to the present Rules or the present Agreement in relation to its own Contestant performance, and from
  - 6.4.2. any loss, damages, costs and expenses (including all legal and attorney's fees) incurred by the EBU and/or the Participating Broadcasters, and/or the Producers and/or authorised licensees relating to a breach of the Participating Broadcaster's obligations hereunder and namely as a result of its failure to obtain all required rights clearance and/or authorisations in relation to its Contestant's performance (including, but not limited to, for the avoidance of doubt in relation to the scores) as foreseen hereunder.
7. Funding
- 7.1. Participating Broadcasters accept to pay the agreed Participation Fee within 14 days of reception of the relevant invoice from the EBU, which may be issued from 3 months before the date of the Final. Failure to comply with these payment terms may result in disqualification from the competition.
  - 7.2. All expenses incurred by each Participating Broadcaster in relation to its own entry, such as fees, local production costs, as well as travel and subsistence costs for its delegation, shall be the full responsibility of that Participating Broadcaster.
8. Sanctions and indemnification
- 8.1. Disqualification
    - 8.1.1. Grounds for Disqualification
      - 8.1.1.1. A Contestant of Participating Broadcaster may be disqualified at any time for the following reasons:
      - 8.1.1.2. If there is evidence that a Contestant, a member of the Participating Broadcaster's delegation or a Commentator has not complied with terms of the present agreement and/or may therefore cause disruption to the event and/or the broadcast productions/transmissions;
      - 8.1.1.3. If a Participating Broadcaster (including any employee, agent, subcontractor, affiliate, or member of its delegation) or Contestant(s) has in any way attempted to influence the fairness of the Competition, including by attempting to influence the Expert Jury while not performing
      - 8.1.1.4. In case of disqualification on the basis of any the grounds listed above, the Participating Broadcaster shall have no right to participate actively in the Event (i.e. its Contestant shall not be entitled to perform during the Semi-Final and/or the Final as the case may be), and shall remain liable for full Payment of the Participation Fee
    - 8.1.2. Competent body
      - 8.1.2.1. The Steering Group shall be competent to pronounce any disqualification falling under the grounds mentioned above.
      - 8.1.2.2. Appeals against the Steering Group's decision shall be before the EBU TV Committee, unless the disqualification takes place at a less than 1 month before the Final in which case the EBU Executive Supervisor shall arbitrate between the Participating Broadcaster and the Steering Group.



- 8.1.2.3. If the disqualification procedure concerns a Participating Broadcaster from a territory represented by a member of the Steering Group, that member shall not be allowed to vote on the disqualification decision or to take part in the deliberations.
9. Postponement, transfer or cancellation of the EYM
- 9.1. The Participating Broadcasters acknowledge and accept that the EYM may be postponed and/or transferred to another city or country, in particular but not only:
- 9.1.1. 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 or spectators);
- 9.1.2. for any other act or event beyond the reasonable control of the EBU or the Producers;
- 9.1.3. 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 Final and/or the smooth operation of the EYM event, and/or of the TV Programmes and/or the security of the contestants and their delegations, or spectators which therefore make the organization and the production of the EYM 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 coordinator of the Event on behalf of the Participating Broadcasters shall be unilaterally authorized, time permitting, to transfer the EYM to another city or country.
- 9.2. In case of such postponement and/or transfer, the rights and obligations of the Participating Broadcasters for the postponed EYM shall be the same as if the EYM had taken place on the originally scheduled dates and the commitment to participate in the EYM shall remain valid in all its provisions. If the EYM (including the Semi-Final and/or the Final) is postponed and/or transferred and/or partially held, the Participating Broadcasters shall not be entitled to claim any reimbursement and/or compensation.
- 9.3. If the EYM is cancelled after the Confirmation Deadline by the EBU, such cancellation decision to be supported by a recommendation of the Steering 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 EYM production budget (to the extent that such contribution has already been paid by the date of the cancellation) less than the EBU's overhead costs.
- 9.4. In no case (irrespective of whether the EYM is 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.
10. Valid version
- 10.1. These Rules are drafted in English. No other version or translation shall be binding.