



**RULES OF THE 2005 EUROVISION SONG CONTEST  
Kiev, 19 and 21 May 2005**

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## **RULES OF THE 2005 EUROVISION SONG CONTEST**

### **Section One: Core Elements**

- 1) The Eurovision Song Contest is a state-of-the-art, world-class television production of a competition involving musical performances representing countries of the Members of the European Broadcasting Union (EBU). The Contest Final comprises a Semi-Final and a Grand Final. Participating Broadcasters on the Contest Final are those EBU Members selected to participate in the Semi-Final and/or the Grand Final.
- 2) The Semi-Final shall take place on Thursday 19 May 2005, and the Grand Final shall take place on Saturday, 21 May 2005 from 21.00 CET to approximately 00.00 CET. Both shall take place in Kiev, Ukraine and shall be organized, produced and transmitted live by the National Television Company of Ukraine (herein referred to as "the Host Broadcaster"). Both shall, moreover, be transmitted live to Participating Broadcasters over the Eurovision satellite network.
- 3) EBU Members from a total of 24 countries shall compete in the Grand Final. There shall be 14 guaranteed places in the Grand Final, i.e. one for the Host Broadcaster, four for EBU Members from Germany, Spain, France and the United Kingdom and nine for EBU Members whose countries obtained the highest scores at the 2004 Eurovision Song Contest (apart from any Members in the above-mentioned countries). Should any Member in one of the above-mentioned nine countries decide not to participate in the 2005 Contest Final, its place shall be offered to the Member in the country which was ranked next in the 2004 Grand Final. The artists of these 14 Members shall not participate in the Semi-Final.
- 4) All other Participating Broadcasters, from a maximum of 26 countries, shall contest the Semi-Final for the ten remaining places in the Grand Final. If more than 26 countries apply to participate in the Semi-Final, priority shall be given to the countries having participated the most often in the five previous editions of the Contest. If certain countries have participated the same number of times, the Eurovision Song Contest Reference Group shall vote in accordance with the provisions of point 8 of Annexe 4 hereto. The remaining countries shall be placed on a waiting list. If any Participating Broadcaster withdraws, the Reference Group shall select a replacement in accordance with the above criteria.
- 5) The format of the Semi-Final and the Grand Final shall consist chiefly of successive presentations by the artists of their national songs.
- 6) The EBU Member whose entry won the 2004 Eurovision Song Contest is invited to host the 2005 Contest Final, subject to agreement with the Host Broadcaster rules, including the presentation of a financial guarantee. Should that Member not accept or abide by any of those rules, the option to host the Contest Final shall pass to another EBU Member, subject to its acceptance of the Host Broadcaster rules.
- 7) The Reference Group shall liaise direct with the EBU to guide and approve the major elements of the concept, development and preparation of the 2005 Eurovision Song Contest.

- 8) All EBU Members wishing to participate in the 2005 Contest Final must complete the confirmation of participation form (Annexe 1 hereto) and return it by 31 October 2004, by e-mail to [stockselius@ebu.ch](mailto:stockselius@ebu.ch) or by fax no. +41 227 47 4414. On the basis of the replies received, the Reference Group shall draw up a list of Participating Broadcasters and shall notify to them the preliminary participation fees by 17 November 2004. The Reference Group shall also notify any Members who, at that stage, have been placed on the waiting list.
- 9) Until 15 December 2004 an EBU Member accepted as a Participating Broadcaster may withdraw without incurring any financial penalty.
- 10) Notwithstanding the provisions in Section Eleven, if after 15 December 2004 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.
- 11) The final participation fees shall be established by the EBU Executive Supervisor and shall be communicated to the Participating Broadcasters by 22 December 2004 at the latest.
- 12) In any of the above-mentioned circumstances the EBU remains free to decide whether or not to replace the Participating Broadcaster which is disqualified or has withdrawn by another EBU Member if this is still compatible with the schedule for preparing the Contest Final.
- 13) The EBU is the sole rightsholder of the Eurovision Song Contest. Those rights shall be marketed in conjunction with the exclusive marketing agent appointed by the EBU, TEAM Marketing AG (TEAM). The Host Broadcaster and the Participating Broadcasters shall cooperate with the EBU in relation to the centralized marketing programme, as approved by the Reference Group.

## **Section Two: Funding of the Contest Final**

- 1) The cost of financing the production and staging of the Contest Final shall be shared by the Host Broadcaster and the Participating Broadcasters.
- 2) The total production budget of the Contest Final is expected to be between seven and 11 million Swiss francs. The final total production budget of the Contest Final shall be proposed by the Host Broadcaster, in consultation with the EBU Executive Supervisor, and approved by the Reference Group by 31 October 2004.
- 3) The contribution of the Participating Broadcasters to the total production budget of the Contest Final shall be 5.5 million Swiss francs, including the 10% EBU overhead charge and before distribution of any marketing revenue. This contribution shall be shared by the Participating Broadcasters in accordance with the EBU basic units system.
- 4) In order to fund the contribution mentioned under Paragraph 3) above, all Participating Broadcasters shall be required to pay their final participation fee to the EBU 30 days before the Grand Final, i.e. by 21 April 2005. Failure to pay in due time may result in a broadcaster being disqualified and/or access to the live satellite transmission being denied.

- 5) The Host Broadcaster shall not be required to pay any participation fee but shall pay the totality of the remaining budget of the production of the 2005 Contest Final, i.e. after deduction of the Participating Broadcasters' contribution, but before distribution of any marketing revenue.
- 6) In addition, the cost of receiving the live transmissions shall be paid by all Participating Broadcasters and by other broadcasters wishing to receive the live transmissions, in accordance with the standard EBU Operations billing practices.
- 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 the delegation, shall be the full responsibility of that Participating Broadcaster.

### **Section Three: Marketing (Commercial Exploitation) Rights**

- 1) All rights to the 2005 Eurovision Song Contest are exclusively owned and managed by the EBU for the benefit of the Participating Broadcasters and the Host Broadcaster.
- 2) The marketing rights include, without limitation and on a world-wide basis:
  - a) Sponsorship (event and/or programme)
  - b) Broadcast sponsorship, including on-screen credits, for all transmissions of the Contest Final
  - c) Scoreboard sponsorship and on-screen identification of service providers
  - d) Overall off-screen sponsorship
  - e) Jury-room sponsorship
  - f) Green Room sponsorship, where possible
  - g) Telecommunications, such as premium rate telephone services and tele-voting, interactive services, and all rights for mobile/wireless content or similar services
  - h) Corporate/sponsor, VIP and media hospitality
  - i) Suppliers
  - j) Merchandising and licensing
  - k) Exhibitions
  - l) Gala dinners
  - m) Official website sponsorship and Internet content rights
  - n) All sales of broadcasting rights to non-participating broadcasters

- o) Compilation and archive rights from 2004 onwards (The EBU and TEAM shall not exploit any of these rights vis-à-vis any broadcaster from the same territory as a Participating Broadcaster.)

#### **Section Four: Sharing of Marketing Revenue**

- 1) The revenue generated by the centralized marketing of the 2005 edition of the Eurovision Song Contest shall be shared among the Participating Broadcasters to reduce their participation fees, the Host Broadcaster and the EBU. The exact basis of the sharing shall be decided by the Reference Group and the EBU Television Committee 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.
- 2) The shares of the total 2005 centralized marketing revenue reverting to the Participating Broadcasters, the Host Broadcaster and to the EBU shall be distributed to them mainly during a period between 30 days before and 90 days after the Grand Final, depending on when such revenue is received by the EBU from the marketing partners.
- 3) In consultation with the EBU and TEAM, the Host Broadcaster shall explore national marketing opportunities in its country which are not in conflict with the main international sponsorship or other exclusive arrangements.

#### **Section Five: The Entries**

- 1) Each Participating Broadcaster shall enter a national song. The national selection procedure shall be decided upon by each Participating Broadcaster as it deems fit, provided that all due transparency is ensured.
- 2) The entry (lyrics and music) must not have been commercially released and/or publicly performed before 1 October 2004.
- 3) The maximum duration of each song is three minutes. Any entry which is longer may be disqualified by the EBU after consultation with the Reference Group.
- 4) Each performance may consist of a maximum of six people on stage.
- 5) All artists must be aged at least 16 on the day of the Semi-Final.
- 6) Each participating artist on stage may compete for only one country in the Contest.
- 7) Participating Broadcasters are free to decide in which language their artists will sing in.
- 8) 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 of this rule.
- 9) Participating Broadcasters may make a written request to the Host Broadcaster to have a drum kit and/or grand piano available on stage. Such written requests must be made at the latest by the time of the meeting of the Heads of Delegation on 21-22 March 2005.

- 10) Participating Broadcasters may make a written request to the Host Broadcaster, during the meeting of the Heads of the Delegation on 21-22 March 2005 at the latest, to have other instruments and/or stage design elements on stage for decorative purposes. No such instruments on stage shall be connected to a microphone. (Dummy microphones shall be possible). If the request is acceptable to the Host Broadcaster, the latter shall confirm its permission in writing.
- 11) Changes to the lyrics, the name of the artist or group, the title of the song and the language of the song's performance (i.e. all elements which appear in printed material such as brochures, CD covers and booklets) shall be allowed only up until the meeting of the Heads of Delegation on 21-22 March 2005. Any later changes may be approved only by the Host Broadcaster, in consultation with the EBU Executive Supervisor.
- 12) The lyrics and/or performance of the songs shall not bring the Contest Final or the Eurovision Song Contest as such into disrepute.

#### **Section Six: Duties of the Participating Broadcasters**

- 1) Each Participating Broadcaster shall ensure that it complies with the Broadcasting Rules (see Section Thirteen) for the 2005 Contest Final and that its entry and artists are in compliance with the rules laid down in Section Five.
- 2) As a condition for participating in the Contest Final, and with the purpose of promoting the Eurovision Song Contest 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) and any other possible rightowner(s) of the selected song are prepared to grant the following transferable rights (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 broadcast the performance of the song at the 2005 Contest Final, in the widest sense of the term (the technical method of signal delivery and the form of the signal display, such as large screens or video walls, being irrelevant), covering both live and deferred transmission, in whole or in part, for both private and public reception, and an unlimited number of times. It is understood that the exercise of these rights also allows the live and/or deferred Internet/wireless transmission of the Contest Final, in whole or in part, or otherwise making-available (on-demand use) of the live performance of the song at the Contest Final, via the Internet and/or wireless technology.
  - b) **Preview Rights:** These are the worldwide exclusive rights to present a video recording of the performance of the song, in whole or in part, on television, or via the Internet or wireless technology, prior to the Semi-Final and for two months thereafter.
  - c) **CD and DVD Compilation Rights:** See Annexe 5. These are the non-exclusive worldwide rights for incorporating a sound and/or video recording of the selected song and its performance, together with such recordings of all other songs in the 2005 Contest Final, into a CD or DVD (or similar carrier) to be released by the

EBU Permanent Services, or an appointed third party, on behalf of all broadcasters and artists involved.

It is understood that such a (studio and/or live) compilation is limited to the performance of the songs at the 2005 Contest Final and shall not prejudice any existing or future record-producing agreement of the artist(s) or other rightowners. Moreover, any Participating Broadcaster may contract with a record company to release a compilation CD/DVD of its national contest. Both the EBU logo and the 2005 Eurovision Song Contest logo must be featured on any such authorized national compilation and reference must be made to the main title of the Contest or its approved translation (see Section Thirteen Paragraph 3)

- d) **Extract Rights:** These are the 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 2005 Contest Final, in whole or in part, into any other media services provided by the Participating Broadcasters.
  - e) **Lyrics:** The song writer shall be required to authorize free copies of the lyrics as well as translations thereof, into English and French, being made available at the 2005 Contest Final, for informational use by the EBU, the Host Broadcaster and the Participating Broadcasters (possibly for subtitling), as well as for the information sheet accompanying any compilation CD or DVD.
  - f) **Commentaries:** Commentators shall be required by the Participating Broadcasters to authorize the use of their commentary as a separate soundtrack on DVD (or similar carriers).
  - g) **Promotional material:** All artists shall be required to authorize the use, reproduction, printing and publishing of their name, likeness, voice, photographs and biography in connection with the promotion, broadcast and/or commercial exploitation of the Contest Final by all means and in all media, whether now known or hereafter developed, for an unlimited period of time.
- 3) Each Participating Broadcaster shall indemnify all other organizations concerned against any claims whatsoever arising from authors, composers, artists, publishers, producers or any other persons or entities in respect of any of the broadcasts or other uses of the songs pursuant to the foregoing rule.
  - 4) Each Participating Broadcaster shall make every effort to promote its national selection process in its national media, including promotional trailers for the 2005 Eurovision Song Contest and/or news coverage.
  - 5) Not later than 16 weeks before the 2005 Contest Final, each Participating Broadcaster shall establish a national Eurovision Song Contest website for its national selection or a dedicated page within its main website. 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 Eurovision Song Contest ([www.eurovision.tv](http://www.eurovision.tv)) and provide the address of its national website or dedicated page to the EBU Executive Supervisor.

- 6) Each Participating Broadcaster shall publish on its national Eurovision Song Contest website or dedicated page as well as, if possible, on its tele text pages (text-tv) the rules regarding its national selection process, in order to ensure transparency.
- 7) At least 24 hours before, respectively, the Semi-Final and the Grand Final, each Participating Broadcaster shall publish, on its national Eurovision Song Contest website or dedicated page, as well as on the teletext pages (text-tv), all the telephone numbers which shall be used in its country during the tele-voting in the Semi-Final and the Grand Final.
- 8) Each Participating Broadcaster is required to book the circuits for the voting procedure as specified by the EBU Eurovision-Operations Department, and to participate in a rehearsal of the voting procedure.
- 9) Each Participating Broadcaster shall do its utmost to prevent fraudulent voting in the Contest Final. It shall give full access to any EBU international monitors who may be sent to oversee all aspects of the tele-voting procedure, on any territory, with no notice given. The EBU 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.
- 10) During the Semi-Final and the Grand Final, the commentators of the Participating Broadcasters shall explain the tele-voting procedures on the basis of information supplied by the EBU. In addition, a special local window lasting approximately 30 seconds shall be allotted to the spokesperson of each Participating Broadcaster during the Semi-Final and the Grand Final to explain the tele-voting procedures on the basis of information given by the EBU.
- 11) Each Participating Broadcaster shall appoint a Head of Delegation before the meeting of the Heads of Delegation on 21-22 March 2005, who shall be responsible for:
  - all aspects of the national entry, including delivering the material requested by the EBU and the Host Broadcaster in due time;
  - ensuring that the Rules of the 2005 Eurovision Song Contest are respected;
  - the national delegation, which shall consist of a maximum of 25 accredited persons.
- 12) Each Head of Delegation must attend the meeting of the Heads of Delegation on 21-22 March 2005 and shall supervise the delegation of his country during the Contest Final. The Head of Delegation is the point of contact between the EBU and/or the Host Broadcaster and the other Participating Broadcasters and as such is fully responsible for all aspects of its organization's participation.
- 13) Each Participating Broadcaster shall make available to the Host Broadcaster, at the meeting of the Heads of Delegation on 21-22 March 2005:
  - a) the signed contract for the CD/DVD compilation (Annexe 5 hereto), together with all the material requested by the record company (DAT, pictures of the artists in hard copy and jpeg, lyrics, biographies, etc.)
  - b) A sound recording of its entry and the corresponding backing-track (which shall contain no vocals of any kind or any vocals imitations), where applicable.



- c) A video presentation of the song on stage by the artist(s) participating in the Contest Final (for internal use by the director, any format therefore being acceptable), clearly showing how the song will be performed on stage.
  - d) A video clip of the song, on Digi-beta, Beta SP or SX tape, in the format of 4:3 to be used as a preview. The Host Broadcaster shall be responsible for editing and copying the tapes and for distributing them to the Participating Broadcasters. The exact date of such distribution shall be decided during the meeting of the Heads of Delegation by the EBU and the Host Broadcaster. It is recommended that each Participating Broadcaster should broadcast the previews in advance of the Contest Final.
  - e) A list of any requirements or requests with respect to instruments, props, etc.
  - f) The lyrics of the song in the language in which it will be sung at the 2005 Contest Final, together with English and French translations (as applicable), for duplication and distribution to the Participating Broadcasters.
  - g) Name, function and contact details of the notary who will collect, check, certify and send the results of the Jury voting.
  - h) Biographies (with English and French translations, as applicable), pictures of the artist and any relevant material, as well as, on a regular basis, as much information and as many pictures as possible for, *inter alia*, publication on the official website of the Eurovision Song Contest.
- 14) Each Participating Broadcaster must control its country's applications for accreditation for journalists.
- 15) Each Participating Broadcaster shall ensure that its delegation and its artist(s) arrive in Kiev in due time in order to be able to participate in its first rehearsal on stage (the detailed rehearsal schedule shall be provided by the Host Broadcaster during the meeting of the Heads of Delegation on 21-22 March 2005) and stay until the end of the event week (i.e. until Sunday, 22 May 2005).
- 16) Each Participating Broadcaster shall make recordings of the final dress rehearsal of the Semi-Final and of the Grand Final. These shall be replayed by the Participating Broadcasters in case problems occur with the live transmissions.
- 17) Participating Broadcasters shall ensure that their commentators respect the spirit and fairness of the competition. All commentators shall refrain from talking during the performance of the songs, and shall not make any sexist, racist or otherwise unduly discriminatory comments about the artists. Commentators should also refrain from urging the audience to vote for, or not to vote for, any particular song.
- 18) 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 particular, where requested by the EBU Executive Supervisor 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, free of charge, in and around transmissions of the Semi-Final and the Grand Final, and any other international programmes related to the Eurovision Song Contest that may be produced.

The relevant material shall be provided by the marketing partners/suppliers, or by TEAM, on behalf of the EBU. This relates to the Contest Final only, and not to national selection programmes.

- a) Each Participating Broadcaster shall provide, at the request of the EBU Executive Supervisor, 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 which are relevant to the delivery of the various commercial elements of the 2005 Contest Final.
- b) Each Participating Broadcaster shall protect the exclusivity of the marketing partners appointed by the EBU and in this context must not allow any third party to associate itself with the Eurovision Song Contest.
- c) Each Participating Broadcaster must co-operate with the pan-European marketing partner for the tele-voting for all its SMS and tele-voting activities related to both the Semi-Final and the Grand Final.
- d) Each Participating Broadcaster able to offer commercial air-time before, during and after the 2005 Contest Final must offer it on a first refusal basis to the official marketing partners or suppliers of the 2005 Eurovision Song Contest up to 31 December 2004. Subsequently, any commercial airtime 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 official marketing partner or supplier 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 official marketing partners or suppliers. The advice of the EBU Executive Supervisor must be sought by Participating Broadcasters before any commercial air-time sales agreements are entered into, in order to prevent possible conflicts.

- e) The EBU, which owns the merchandising and licensing rights to the Eurovision Song Contest, has granted exclusive merchandising rights in relation to sportswear, fashion apparel and single promotional products. The revenue generated by such merchandising sales shall be included in the centralized marketing revenue shared by the Participating Broadcasters and the EBU in accordance with Section Four above. Consequently, Participating Broadcasters wishing to market merchandising products other than those mentioned above on their territory shall seek the prior written authorization of the EBU in order to prevent possible conflicts with the merchandising partner.

- f) If TEAM does not manage to enter into an agreement with a pan-European programme sponsor by 31 December 2004, the programme sponsorship rights for the 2005 Eurovision Song Contest shall be handled by the individual Participating Broadcasters, who shall be free to enter into programme sponsorship arrangements.
  - g) Each Participating Broadcaster shall comply with the EBU's instructions regarding the on-screen inclusion of sponsors' billboards. Only the Participating Broadcasters having actually included the sponsor's billboards on their screen in accordance with the EBU's instructions shall be entitled to receive a share of the revenue generated therefrom.
  - h) A Participating Broadcaster which does not comply with these obligations for reasons other than legal or regulatory ones shall be held liable for any reasonable claim to compensate the marketing partners or suppliers for the value of the loss of exposure.
- 19) Each Participating Broadcaster shall provide the EBU Permanent Services with all qualitative and quantitative information on the 2005 Eurovision Song Contest, including:
- a) within 48 hours of the Grand Final viewing figures for both the Semi-Final and the Grand Final;
  - b) within two weeks of the national broadcast of the Grand Final, an off-air VHS recording of the broadcasts of the Semi-Final and of the Grand Final.

### **Section Seven: Duties of the Host Broadcaster**

The duties of the Host Broadcaster vis-à-vis the Participating Broadcasters and the EBU regarding the organization and the production of the Contest Final are laid down in the "Host Broadcaster Agreement" (Annexe 3 attached hereto)

### **Section Eight: Duties of the EBU**

- 1) The EBU has appointed an Executive Supervisor with direct responsibility for overseeing and guiding all aspects of the financial, organizational, and creative planning and execution of the 2005 Eurovision Song Contest. He shall work closely with the Host Broadcaster to support all aspects of the national planning and production. He shall be a member of the Reference Group, whose duties are laid down in the attached document: "The Role of the Reference Group" (Annexe 4 hereto).
- 2) The EBU shall, together with the Host Broadcaster, be responsible for that ensuring the previews are distributed to the Participating Broadcasters.
- 3) The EBU shall ensure that the international transmissions of the Semi-Final and the Grand Final do not breach any national laws. The EBU shall also be responsible for ensuring that Participating Broadcasters grant the agreed sponsorship and advertising exposure to the marketing partners and suppliers.

- 4) The EBU, in consultation with the Reference Group, shall be responsible for the marketing of all commercial exploitation rights as specified under Section Three above, for the benefit of the Participating Broadcasters and the Host Broadcaster, in liaison with TEAM.
- 5) The EBU shall be responsible for all aspects of the branding of the 2005 Eurovision Song Contest and shall bear the cost of such branding. The branding chosen shall be approved by the Reference Group.
- 6) The EBU shall, in cooperation with TEAM, be responsible for collating market information on the 2005 Contest Final to help boost the possibilities for pan-European sponsorship of subsequent editions.
- 7) The EBU shall create and administer the international website for the 2005 Eurovision Song Contest and thereafter. The cost of establishing and maintaining the website shall be borne by the EBU.
- 8) The EBU shall, in cooperation with TEAM, be responsible for coordinating all sales of the 2005 Contest Final to non-participating broadcasters, for the financial benefit of Participating Broadcasters and the Host Broadcaster. It shall be entitled to retain 10% of the revenue generated by such sales. 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.
- 9) The EBU shall, in cooperation with TEAM, be responsible for the creation of an international highlights tape of the 2005 Eurovision Song Contest to be used for commercial, promotional and sales purposes.
- 10) The EBU shall appoint international monitors who may be sent to oversee all aspects of the tele-voting procedure on any territory, with no notice given.
- 11) The EBU Executive Supervisor shall be responsible for overseeing voting throughout the Contest Final, for any decisions required in the course of the voting and for giving any necessary instructions to the presenter(s) and the scoreboard operator(s).
- 12) The EBU shall be responsible for collating and posting on the official Eurovision website all the votes announced during the Contest Final. The unused Stand-by Jury results shall be kept confidential by the EBU.
- 13) The EBU shall be responsible for managing the archives of the 2005 Eurovision Song Contest.

### **Section Nine: Voting Procedure for the Semi-Final and Grand Final**

- 1) For both the Semi-Final and the Grand Final, tele-voting is obligatory in all countries of the Participating Broadcasters (i.e. a maximum of 40 countries). If a dispensation is requested by 1 January 2005, the Reference Group may make an exception to the compulsory tele-voting rule in countries where the telecommunication network does not ensure that at least 80% of the population of the country stands an equal chance of successfully calling in and may allow voting by Jury in accordance with the rules below.

- 2) SMS voting may be obligatory in countries where the pan-European marketing partner for the tele-voting can ensure that all votes charged for can also be counted within a given time-frame.
- 3) Participating Broadcasters shall actively use and promote the tele-voting system within their respective countries and cooperate with the appointed marketing partners in accordance with EBU instructions. These may include on-screen instructions to viewers.
- 4) Participating Broadcasters shall use the graphics supplied by the Host Broadcaster for presenting the tele-voting system on air, to the public.
- 5) The pan-European marketing partner for the tele-voting shall, together with its affiliate, negotiate with each Participating Broadcaster individually, regarding the national aggregator for the tele-voting 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. Such tariffs must not be lower than the usual tariffs used by the Participating Broadcaster in other similar television shows, such as the national selection programme.

If a marketing partner for the tele-voting 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 tele-voting with a service provider of their choice. However, no branding or sponsorship rights may be granted to that service provider.

In all cases the following guidelines must be followed:

- a) There shall be a fixed voting window of ten minutes, the duration thereof being subject to a final decision by the Reference Group, with the lines opening and closing at exactly the same time in all countries where the tele-voting actually 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 are charged must be the same for all voters (e.g. the use of a national premium-rate code or other non-geographic code shall ensure this).
- 6) Each Participating Broadcaster shall appoint a Stand-by Jury whose votes shall be used in case of a technical or similar failure in the tele-voting procedure. The EBU Executive Supervisor shall decide, during the programmes whether the Stand-by Jury votes will be used. In particular he may decide to use such votes in a given country if an insufficient number of calls has been registered in that country.

- 7) In any country where the EBU, in consultation with the Reference Group, makes an exception to the compulsory tele-voting rule (as a result of telecommunications penetration being less than 80%) a Jury shall vote for the Semi-Final and/or Grand Final. The composition of the Jury may be the same for both events. If such a Jury is appointed, no Stand-by Jury shall be required.
- 8) The following rules apply to all Juries:
  - a) Each Jury shall consist of eight members plus a (non-voting) chairperson. The members shall be nationals of the country of the Participating Broadcaster which has appointed them.
  - b) Four members of each Jury shall be representatives of the public. The other four shall be music professionals. There should be an equal number of men and women on each Jury, and a wide spread of ages.
  - c) Only one of the four music professionals is allowed to be connected with a record company or music publisher.
  - d) The names of the members of the Juries may not be disclosed until the end of the Grand Final.
  - e) Each Jury shall assemble in its own country on the day of both the Semi-Final and the Grand Final to view sequences of the final dress rehearsal of each song and shall then vote thereon in accordance with instructions issued by the EBU.
  - f) Each Jury member of each Jury shall award votes from one to ten to each song, excluding the song presented by the Participating Broadcaster of its own country and shall register his votes for each song as soon as it has been sung, on secret voting papers which shall be collected by the chairperson. Abstentions are not allowed.
  - g) The chairperson shall be responsible for counting the votes awarded to each song, and for determining the points that will be awarded. The chairperson shall allocate 12 points to the song having obtained the highest number of votes, 10 points to the song having obtained the second highest number of votes, 8 points to the song having obtained the third highest number of votes, 7 points to the next, and so on down to 1 point for the song having obtained the tenth highest number of votes.
  - h) In the event of a tie for any of the above positions, the order of the tying songs shall be ascertained by a show of hands by the Jury members. If there is still a tie after the show of hands, the final order shall be decided by the vote of the youngest member of the Jury.
  - i) Each Jury's deliberations shall be monitored by a notary, whose task shall be to:
    - ensure compliance with the voting rules;
    - collect, check and certify the completed voting papers established by the chairperson in accordance with point g) above;

- send by fax all the certified voting papers to the pan-European marketing partner for the tele-voting. Respect for this provision shall be the responsibility of the Participating Broadcasters. The exact time for sending these papers shall be communicated to the Participating Broadcasters at a later stage by the EBU Executive Supervisor.
- 9) The pan-European partner for the tele-voting shall forward to the official spokesperson of each Participating Broadcaster the final points that the spokesperson shall announce on-air, when requested to do so by the Host Broadcaster's presenter.

#### **Section Ten: Presentation of the Voting Results for the Semi-Final and the Grand Final**

- 1) When called upon to announce its results, which must be done clearly and distinctly in English or in French, the spokesperson of each Participating Broadcaster shall first state the name of the country on behalf of which he is speaking and then announce the points allocated to each song in ascending order.
- 2) The anticipated order of presentation of the results shall be decided upon by the Reference Group and be presented at the latest during the meeting of the Heads of Delegation on 21-22 March 2005.

#### **Section Eleven: Disqualification Procedure and Sanctions**

- 1) A song may be disqualified for the following reasons:
  - a) if there is evidence that an artist, a member of the delegation or a spokesperson has not complied with the requests of the Host Broadcaster and/or the EBU Executive Supervisor and may therefore cause disturbance to the event and/or the broadcast productions.
  - b) if the artist(s) depart(s) from the planned performance as performed at the dress rehearsals, and thereby cause(s) disturbance to the event and/or the broadcast productions.
  - c) if a participating organization/artist(s) has in any way attempted to breach the present Rules at any stage of the preparation of the Contest, or is about to do so during the Contest Final itself.
- 2) The decision to enact disqualification is taken by the Reference Group, on the recommendation of the EBU Executive Supervisor. 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, and to take part in the deliberations.
  - a) If the disqualification of a song is decided upon before the meeting of the Heads of Delegation on 21-22 March 2005, the Participating Broadcaster shall be entitled to propose another song and to submit all related material by the date specified by the Reference Group.

- b) If disqualification of a song is decided upon after 22 March 2005, but before the day of the Semi-Final, the Participating Broadcaster concerned shall not present its entry but shall remain entitled to vote and liable to pay its final participation fee. However, time permitting, the Participating Broadcaster shall have the right to appeal against the decision to the Chairman of the Television Committee and, if she cannot be reached, to the Secretary General of the EBU.

Any decision taken in accordance with the above-mentioned procedure shall be final, and no legal remedy shall be possible.

- 3) A Participating Broadcaster may be sanctioned, and even excluded from subsequent Contest Finals, if it:
  - a) does not comply with the present Rules
  - b) withdraws from the 2005 Contest Final after 15 December 2004
  - c) does not submit a fax of its Jury's results in accordance with the Rules.
- 4) Any sanctions shall be pronounced by the Television Committee, following a recommendation by the Reference Group. Sanctions shall be proportionate to the damage or prejudice caused to the EBU, the Host Broadcaster, the Participating Broadcasters and/or the organization or the reputation of the Eurovision Song Contest and shall compensate the prejudice caused thereto. In addition, the Participating Broadcaster at fault may be asked to pay for a fine of from 5 to 10% (depending on the seriousness of the breach) of its final participation fee. No exclusion shall be for more than three successive editions of the Eurovision Song Contest.

The Participating Broadcaster shall have the right to appeal against sanctions to the EBU Administrative Council. Any sanction taken in accordance with the above-mentioned procedure shall be final, and no legal remedy shall be possible.

### **Section Twelve: The Winners of the 2005 Contest Final**

- 1) The winners of the Semi-Final are the ten countries with the most points at the end of the voting procedure. They each win a place in the Grand Final alongside the 14 countries specified in Section One Paragraph 3. The running order of the Grand Final is decided upon by a draw held by the Host Broadcaster during the meeting of the Heads of Delegation. The winner of the Grand Final is the song with the most points at the end of the voting procedure.
- 2) Should there be a tie for first place in the Grand Final, the winner shall be the song which has obtained points from the highest number of countries. If the tying songs received votes from the same number of countries, then the highest number of 12-point scores shall be decisive. If the winner cannot be determined by this procedure, then 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. The same method shall be applied if there is a tie for position number ten in the Semi-Final.



- 3) Should two or more songs receive exactly the same number of calls in a given country, the results of the Stand-by Jury shall then be used to determine their respective ranks (i.e. the song having obtained the most votes from the Stand-by Jury shall be ranked above the other). If these songs have received no votes from the Stand-by Jury, their ranks shall be determined by a draw to be held by the pan-European marketing partner for the tele-voting under the supervision of the EBU Executive Supervisor.
- 4) Should two or more songs still tie for first place, even after the above calculations, both/all such songs shall be declared joint winners of the Eurovision Song Contest.
- 5) The final result shall be announced immediately, and the transmission of the Grand Final shall end with a further performance of the winning song or songs.
- 6) The winning song shall give the Participating Broadcaster the right for its country to host the Contest Final in 2006 in accordance with the corresponding rules and regulations.
- 7) Should two or more songs tie for first place, the location of the Contest Final in 2006 shall be subject to agreement between the Participating Broadcasters concerned, the EBU and the Reference Group.
- 8) The song writer(s) and the artist(s) of the winning song(s) shall receive Eurovision Song Contest Trophies.

### **Section Thirteen: Broadcasting and other Uses of the Contest Final**

- 1) The Semi-Final and the Grand Final shall both be broadcast live in their entirety by each Participating Broadcaster.

The 14 Participating Broadcasters which are not competing in the Semi-Final may choose to broadcast the Semi-Final on one of their national secondary channels. The Participating Broadcasters competing in the Semi-Final shall broadcast it live on one of their main national terrestrial channels.

The Grand Final shall be broadcast live by each Participating Broadcaster on one of its main national terrestrial channels.

In addition, the Participating Broadcasters may broadcast the Semi-Final and the Grand Final live or deferred on their own wholly-owned radio, digital, or satellite channels (in accordance with the EBU Rules on the Sharing of the Eurovision Signal), and/or deferred on a wholly-owned website. Upon request to the EBU, non-participating broadcasters may also be granted such additional rights, subject to payment of an additional licence fee.

Participating Broadcasters are also entitled to broadcast both the Semi-Final and the Grand Final on their 100%-owned digital or satellite television channels (including their international channels) simultaneously with the live broadcasts on their terrestrial channels without any editorial changes (i.e. including commentary, tele-voting information, etc.) and on any of their radio channels.

- 2) Live webcasting of the Contest Final shall be reserved exclusively for the official Eurovision Song Contest website, to which Participating Broadcasters may provide a link on the same evenings. The EBU shall attempt to make Participating Broadcasters' individual commentaries available in conjunction with that live stream, through the official website. All previews may also be made available on each Participating Broadcaster's website, in addition to the official website of the Eurovision Song Contest. However, if the sound recording is made available separately from the audiovisual recording, only the use of extracts (of a maximum of 30 seconds per song) is allowed.
- 3) The main title of the Contest is the "2005 Eurovision Song Contest". It shall be used by all broadcasters, although a broadcaster may instead use a translation into its national language once that translation has been approved by the EBU Executive Supervisor. In case of such approval, the main title need not be used. Broadcasters are also entitled to have a minor title under the main title, using the name by which the Contest has been known in recent years.
- 4) All broadcasters shall transmit the Eurovision signature tune and logo and the 2005 Eurovision Song Contest logo at the start and at the end of the programme. The duration thereof shall be subject to the approval of the EBU Executive Supervisor.
- 5) Subject to Paragraph 1) above, all Participating Broadcasters have the exclusive right, on their territory, to broadcast the 2005 Contest Final in its entirety, as many times as desired for 30 days following the Grand Final, including any celebrity act. In the ensuing 11 months the Participating Broadcasters shall have the right to broadcast the programmes twice more, subject to continued compliance with these Rules (including the provisions relating to branding and sponsorship/marketing). If any celebrity acts are part of the production, an exclusion of such acts from the above-mentioned rights may have to be made, in which case this shall be notified in writing by the EBU to all Participating Broadcasters.
- 6) All Participating Broadcasters are also entitled to use extracts from the 2005 Contest Final during the 12 months following the Grand Final for any type of programme and on any medium (including the Internet) as long as no more than two minutes from any song are used and any celebrity acts are excluded. Thereafter, without any limitation in time, these rights are limited to eight minutes' total duration (and no more than two minutes per song) in any of their television programmes.
- 7) Without prejudice to the other rules in this Section, all broadcasting and other media rights to the 2005 Eurovision Song Contest are exclusively owned by the EBU, to be managed centrally by the EBU on behalf of the Participating Broadcasters. After the 12 months following the Contest Final, Participating Broadcasters wishing to insert any material from the 2005 Contest Final, other than the extracts mentioned under Paragraph 6) above, in any of their programmes may be allowed to do so, free of charge, provided that they obtain the prior written permission of the EBU.
- 8) The previous rule does not prevent any Participating Broadcaster from invoking any or all rights, and particularly copyright and neighbouring rights, which it enjoys under its national legislation with a view to preventing or prohibiting the unauthorized use of its own broadcasts of the Contest Final or any parts of such broadcasts, such as individual scenes or images, by third parties.

- 9) Within the limits specified under Paragraphs 5) and 6) above, any Participating Broadcaster shall be entitled to sell any footage from the 2005 Contest Final to any third party within its territory only. Any breach of this rule may result in the disqualification of its entry from the Contest Final and/or denial of access to the live transmission, and/or exclusion from subsequent editions.
- 10) Non-participating (radio or television) broadcasters, from countries where rights remain available, may purchase the right to broadcast the 2005 Contest Final on their territory upon payment of a rights fee, and may also request the right to send a commentator, and/or a production team, to the event (depending on the facilities available). These sales shall be coordinated by the EBU. Non-participating EBU Members shall have the right of first refusal on their territory.
- 11) Any broadcaster which does not hold any media rights shall be granted, upon request to the EBU, a total of two minutes' news access from each of the two evenings of the 2005 Contest Final, free of charge for use in regularly-scheduled news bulletins.
- 12) Non-participating broadcasters are not allowed to broadcast any material from the 2005 Contest Final (rehearsals/preparations, etc.) without the prior written permission of, and possible payment of a rights fee to, the EBU. Similarly, no commercial or non-commercial entity shall use the logo or other distinctive elements of the 2005 Contest Final without the prior written permission of the EBU.

#### **Section Fourteen: Final Provision**

- 1) By entering a song for the Contest Final each Participating Broadcaster accepts the present Rules, which apply to the 2005 Eurovision Song Contest as a whole.
- 2) The present Rules are drawn up in English and in French. In case of dispute, the English version of these Rules shall prevail.

#### **List of annexes:**

- 1. Confirmation of participation form**
- 2. Time table**
- 3. Host Broadcaster Agreement**
- 4. The Role of the Reference Group**
- 5. CD/DVD Licence Agreement (not yet approved)**