



**RULES FOR THE  
EUROVISION SONG CONTEST 2009  
Moscow, 12, 14 and 16 May 2009**

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## **Rules for the Eurovision Song Contest 2009**

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

- 1) The Eurovision Song Contest (the "ESC") is produced each May under the auspices of the European Broadcasting Union (the EBU) as part of the television programme exchanges known as Eurovision and is a state-of-the-art, world-class television production of a music competition between songs representing different countries of the Members of the EBU. Only Active Members of the EBU are eligible to participate in the ESC and are authorized to apply. By applying to participate, a Member must also be willing and able, if so required under 13) below of the present Section, to host the next ESC with all its obligations, as set out in Appendix 2. The EBU Members selected to participate in the ESC shall each enter a national song and shall be referred to hereafter as the "Participating Broadcasters".
- 2) The ESC takes place in two parts as follows:
  - two Semi-Finals, which shall be held on Tuesday, 12 May 2009 and on Thursday, 14 May 2009. Each shall take place from 21.00 to approximately 23.00 CET.
  - a Grand Final, which shall be held on Saturday, 16 May 2009 (from 21.00 to approximately 00.15 CET).

Collectively the Semi-Finals and the Grand Final are referred hereafter to as the Shows. They shall all take place in Moscow, Russia and shall be organized, produced and transmitted live by Channel One Russia (herein referred to as the "Host Broadcaster") and made available over the Eurovision satellite network for live broadcast by the Participating Broadcasters.

- 3) The Shows shall be presented on stage, in both English and French, by the international presenters. National commentary by commentators appointed by each Participating Broadcaster shall be added to the international version of the Shows.
- 4) The Format of the ESC consists chiefly of successive live musical televised performances by the artists during the Shows of the national songs entered by the Participating Broadcasters. The order of appearance of the songs in the Shows is decided by means of draws organized by the Host Broadcaster. Each national song which competes in the ESC shall be selected by the relevant Participating Broadcaster through a National Selection in accordance with the procedure of its choice, provided that full transparency is ensured and that the provisions laid down in Section Four are respected.
- 5) Once all the songs have been performed, viewers in the countries of the Participating Broadcasters are invited to vote for their favourite song (without the possibility of voting for the song representing their own country) by means of televoting which shall be implemented in all the countries of the Participating Broadcasters on a centralized basis by a pan-European televoting partner (see Annexe 3).
- 6) In the Semi-Finals, the final scores of the songs shall be determined only on the basis of the results of the televoting. 12 points shall be allocated to the song having obtained the highest number of votes from the televoting; 10 points to the song having obtained the second-highest number of votes from the televoting, 8 points to the song having obtained the third-highest number of votes from the televoting,

7 points to the next, and so on down to 1 point for the song having obtained the tenth-highest number of votes from the televoting.

In the Grand Final, the final scores of the songs shall be calculated on the basis of both the results of the televoting and the results of juries appointed. The scores of each song in each country shall be determined as follows: 12 points shall be allocated to the song having obtained the highest combined number of votes from the televoting and from the juries; 10 points to the song having obtained the second-highest combined number of votes from the televoting and from the juries, 8 points to the song having obtained the third-highest combined number of votes from the televoting and from the juries, 7 points to the next, and so on down to 1 point for the song having obtained the tenth-highest combined number of votes from the televoting and from the juries. The exact composition of the juries and the method of combining the votes from the televoting and the votes from the juries to obtain the final scores of the songs shall be decided upon by the Reference Group and explained to the Participating Broadcasters at the meeting of the Heads of Delegation to be held on 16-17 March 2009.

The winners of the Semi-Finals shall be the songs which, according to all information made available to the EBU Executive Supervisor by the pan-European televoting partner at the time of the announcement of the results, have obtained the most points from the televoting at the end of the voting procedures and which have been awarded the wild cards as per Section 2) 2.3.

The winner of the Grand Final shall be the song(s) which, according to all information made available to the EBU Executive Supervisor by the pan-European televoting partner has/have obtained the most points from the combined calculation of the televoting results and of the juries' votes at the end of the voting procedures at the time of announcement of the results,

- 7) The results of the voting in each Semi-Final shall be announced by the international presenters, who shall open envelopes containing the names of the countries which have qualified from the Semi-Finals for the Grand Final as per the selection process described under Section Two paragraph 2.
- 8) The national results in the Grand Final shall be announced in turn by the spokesperson for each Participating Broadcaster, clearly and distinctly in English or in French. He or she shall first specify the name of the country on behalf of which he/she is speaking and then state the points allocated to the songs, in ascending order. The final procedure for presenting the points in the Final shall be decided upon by the Reference Group and announced to the Participating Broadcasters at the meeting of the Heads of Delegation on 16-17 March 2009 at the latest.
- 9) The winner of the Grand Final shall be the song which has received the most points at the end of the voting procedure.
- 10) If the televoting results in a tie for the last qualifying position for a Semi-Final or for the first place in the Grand Final, the calculations laid down under Section Five below shall apply. Should two or more songs still tie for first place in the Grand Final, even after those calculations, the songs in question shall be declared joint winners of the ESC.

- 11) With respect to the winning song(s) in the Grand Final the song writer(s), artist(s) and Participating Broadcaster shall receive the ESC Trophy, and the transmission of the Grand Final shall end with a further performance of the winning song(s).
- 12) The full results of the voting in the Semi-Finals and the Grand Final shall be announced on the official website of the ESC, [www.eurovision.tv](http://www.eurovision.tv), shortly after the end of the Grand Final.
- 13) If so required by the EBU, the Participating Broadcaster which has entered the winning song shall be obliged to host the next edition of the ESC in accordance with the corresponding rules and with the obligations set out in Appendix 2. In particular, it must be able to provide a minimum financial guarantee of five million Swiss francs. This guarantee shall be in addition to the regular annual operating budget of the broadcaster and shall be set aside for the specific purpose of organizing and producing the ESC in accordance with the corresponding rules. Establishment of that guarantee shall be, if the EBU so requires, a pre-condition for the EBU definitively entrusting the Participating Broadcaster which has entered the winning song with the organization and production of the next edition of the ESC.

Should two or more songs tie for first place, the location of the next edition of the ESC shall be subject to agreement between the Participating Broadcasters which presented those songs, the EBU and the ESC Reference Group.

- 14) The main title of the Shows is the "Eurovision Song Contest 2009". It shall be used by all broadcasters, although they may instead use a translation into their 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 ESC has been known in recent years.

## **Section Two: Application procedure and rules for participation**

### **1. Application Procedure**

- 1) All Active EBU Members wishing to participate in the ESC 2009 must complete the confirmation of participation form (Appendix 1 hereto) and return it by **15 November 2008** by e-mail to [stockselius@ebu.ch](mailto:stockselius@ebu.ch) or by fax to +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 **30 November 2008**. The Reference Group shall also notify any Members who, at that stage, have been placed on a waiting list.

- 2) Until **14 December 2008** any EBU Member accepted as a Participating Broadcaster may withdraw without incurring any financial penalty.
- 3) Notwithstanding the provisions in Section Nine, if after **14 December 2008** 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.

- 4) The final participation fees shall be established by the EBU Executive Supervisor and shall be communicated to the Participating Broadcasters by **4 January 2009** at the latest.
- 5) In any of the above-mentioned circumstances the EBU remains free to decide whether or not to replace a Participating Broadcaster which is disqualified or has withdrawn by another EBU Member if this is still compatible with the schedule for preparing the Shows.

## **2. Rules for participation in the ESC**

- 1) A maximum total of 45 Active EBU Members shall be allowed to participate in the ESC.
- 2) Active EBU Members from a maximum total of 25 countries shall compete in the Grand Final. There shall be five guaranteed places in the Grand Final, i.e. one for the Host Broadcaster and four for EBU Members from Germany, Spain, France and the United Kingdom.
- 3) Apart from the five above-mentioned Participating Broadcasters with guaranteed places, all Participating Broadcasters, from a maximum of 40 countries, shall contest one of the two Semi-Finals for the remaining places in the Grand Final. The Reference Group shall determine the allocation of the countries to the two Semi-Finals. In each Semi-Final, a maximum of ten countries shall qualify for the Grand Final.

In each Semi-Final, the nine songs which have received the most points from the televoting shall be selected for the Grand Final (i.e. a total of 18 songs).

Moreover, two additional countries (one from each Semi-Final) shall be awarded a wild card to participate in the Grand Final. In each Semi-Final, the wild card shall be awarded to the song having scored the highest number of votes from the juries among the songs which are not already qualified for the Grand Final. The songs which have been awarded the wild card shall be revealed only after the Grand Final.

If more than 45 countries apply to participate in the ESC, the Reference Group shall decide which countries shall have priority to participate. One criterion may be to give priority to countries which have participated the most often in the five previous editions of the ESC. The remaining countries shall be placed on a waiting list. If a place becomes available in one of the Semi-Finals the Reference Group shall decide, preferably through a draw, which Member shall have the right to participate.

- 4) An EBU Member from the country whose entry won the 2008 ESC has been invited and has agreed to host the ESC 2009, subject to its agreement with the Host Broadcaster rules, and to its ability to fulfil the requirements listed in Appendix 2, including the presentation of a financial guarantee. Should that Member not accept or abide by any of those rules, or if that Member cannot fulfil all the requirements listed in Appendix 2, the option to host the ESC shall pass to another EBU Member, subject to its acceptance of the Host Broadcaster rules. That other EBU Member shall be chosen by the EBU at its sole discretion.

### **Section Three: Organization**

- 1) The ESC is co-produced by the Participating Broadcasters and the Host Broadcaster under the guidance of the EBU. The various deadlines to be respected are set out in Appendix 6.
- 2) The EBU has appointed an EBU Executive Supervisor with direct responsibility for overseeing and guiding all aspects of the financial, organizational and creative planning and execution of the ESC. (See Annexe 5: Duties of the EBU.) The EBU Executive Supervisor shall work in close cooperation with the Host Broadcaster to support all aspects of the national planning and production. In addition, the EBU Executive Supervisor shall work as a member of the Reference Group, a group representative of EBU Members participating in the ESC which shall liaise direct with the EBU to guide and approve the major elements of the concept, development and preparation of the ESC. (See Appendix 3: The Role of the Reference Group).
- 3) The EBU is the sole right-holder of the Eurovision Song Contest. All rights in the ESC and the Shows are exclusively owned and managed on a centralized basis by the EBU, which shall be responsible, in consultation with the Reference Group, for the marketing of all commercial exploitation rights as specified in Annexe 2 hereto, for the benefit of the Participating Broadcasters and the Host Broadcaster. 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 on the centralized marketing programme, as approved by the Reference Group and on the centralized televoting as per the provisions of Annexe 3.
- 4) In addition, as co-producers the Participating Broadcasters and the Host Broadcaster shall be liable for acquiring the rights listed under Section Six, to broadcast the Shows in accordance with the Provisions of Section Seven and for participating in the funding of the ESC as per Section Eight.
- 5) Before the meeting of the Heads of Delegation, to be held in Moscow on 16-17 March 2009, each Participating Broadcaster shall appoint a Head of Delegation, who shall be the point of contact between the EBU, the Host Broadcaster and the other Participating Broadcasters and, as such, shall be fully responsible for all aspects of his or her organization's participation. (See Annexe 1: Duties of the Participating Broadcasters). The responsibilities of the Host Broadcaster vis-à-vis the Participating Broadcasters and the EBU regarding the organization of the ESC and the production of the Shows are set out in Appendix 2 (Duties of the Host Broadcaster).
- 6) The EBU may commission the production, on a centralized basis, of one or more programmes to be entitled the "ESC Countdown Show" (for broadcast by the Participating Broadcasters free of charge) and various audiovisual programmes based on the National Selections.

### **Section Four: The Entries**

- 1) The entries (lyrics and music) must not have been commercially released and/or publicly performed before 1 October 2008.

- 2) 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.
- 3) Each performance may consist of a maximum of six people on stage. No live animals shall be allowed on stage.
- 4) All artists competing in a Semi-Final must be aged at least 16 on the day of that Semi-Final. All artists competing only in the Grand Final must be aged at least 16 on the day of the Grand Final.
- 5) No artist may compete for more than one country in the ESC in a given year.
- 6) Each Participating Broadcaster is free to decide the language in which its artists will sing.
- 7) Artists shall perform live on stage, accompanied by a recorded backing-track which contains no vocals of any kind or any vocal imitations. The Host Broadcaster shall verify respect for this rule.
- 8) Changes to the lyrics, the name of the artist or group, the title of the song and the language of the performance (i.e. all elements which appear in printed material such as brochures, CD covers and booklets) shall be allowed only up until the meeting of the Heads of Delegation. Any later changes may be approved only by the Host Broadcaster, in consultation with the EBU Executive Supervisor, but in such a case a specific fine as per the provisions of Section Nine below shall automatically be applied.
- 9) The lyrics and/or performance of the songs shall not bring the Shows or the ESC as such into disrepute. No lyrics, speeches, gestures of a political or similar nature shall be permitted during the ESC. No swearing or other unacceptable language shall be allowed in the lyrics or in the performances of the songs. No commercial messages of any kind shall be allowed. A breach of this rule may result in disqualification.

#### **Section Five: Procedure in case of a tie**

- 1) Should there be a tie for the last position in a Semi-Final (because two songs have received the same number of points on the basis of the televoting results) or for the first place in the Grand Final, as well as any other situation where a tie occurs, the winner shall be the song which has obtained points from the highest number of countries. If the tying songs have received points from the same number of countries, the highest number of 12-point scores shall be decisive. If the winner still cannot be determined by this procedure, the number of times ten points have been awarded shall be the deciding factor. If necessary, this method shall continue until account has been taken of the number of times one point has been awarded.

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

- 2) Should two or more songs receive exactly the same number of calls in a given country, the results of the jury (see Annexe 3 and Appendix 4) shall be used to determine their respective ranks (i.e. the song having obtained the most votes from the jury shall be ranked highest). If these songs have received no votes from the jury, their ranks shall be determined by a draw to be held by the pan-European televoting partner under the supervision of the EBU Executive Supervisor.
- 3) If there is a tie in the results of the jury to choose between two or more songs which have not already qualified for the Grand Final, the song which has obtained the most points from the televoting shall be awarded the wild card to participate in the Grand Final.
- 4) If there is a tie between two or more songs when the combined calculation between televotes and jury votes is used to determine the final ranking of the songs in the Grand Final, the song(s) which obtained the most votes from the televotes shall be ranked highest.

## **Section Six: Rights to be acquired by the Participating Broadcasters**

### **1) Acquisition of transferable rights**

Each Participating Broadcaster shall ensure that it complies with the Broadcasting Rules (see Section Seven) for the Shows and that its entry and artist(s) comply with the rules laid down in Section Four.

As a condition for participating in the ESC, and with the purpose of promoting the ESC and the participating songwriters and artists as extensively as possible to an international audience, each Participating Broadcaster must ensure that the songwriter(s), composer(s), artist(s) and any other possible right-owner(s) of the selected song will 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 record and broadcast the live (both audio and audiovisual) performance of the song at the Shows and to broadcast a recording thereof, an unlimited number of times, for simultaneous reception by the public, in private and public places by any technical means (such as terrestrial transmitters, satellite, wire, cable, fibre, telephone lines, broadband, the Internet and mobile telephony, or any combination thereof (including simultaneous, unabridged and unchanged retransmission via such means), in whatever technical standard (such as analogue, digital or high definition), for reception and display on any type of device (such as television sets, giant screens, video walls, computer screens, hand-helds and mobile phones), and irrespective of the mode of financing of the service, such as free or against payment.

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



- b) **Public Performance Rights:** these are the worldwide exclusive rights, unlimited in time, to present the broadcast of the Shows and recordings thereof, as well as the Previews and any National Selection Extracts, on a live or deferred basis in public places (such as cinemas and theatres), whether or not against an entrance fee, an unlimited number of times.
- c) **Preview Rights:** These are the worldwide exclusive rights, unlimited in time, to broadcast or otherwise make available (on-demand use) or incorporate into any audiovisual work a video recording of the performance of the song (the "Preview"), in whole or in part, on television or via the Internet or wireless technology (including, via mobile phones or any portable receivers). These previews may also be included on the official DVD Compilation and/or offered as Downloads.
- d) **CD DVD Compilation and Download Rights:** These are the worldwide rights necessary for releasing the official CD or DVD (or similar carrier) Compilation of the ESC 2009 and other media products as set out in more detail in Appendix 5. The CD DVD Compilation and other ESC media products are to be released by the EBU Permanent Services, or a third party appointed only by the EBU (possibly including international ESC sponsors), 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 Shows and to other material listed in the Licence Agreement in Appendix 5 but that it shall in no case prejudice any existing or future record-producing agreement of the artist(s) or other right-owners.

- e) **Extract Rights:** These are the non-exclusive worldwide rights, unlimited in time, for incorporating a sound or video recording of the broadcast performance of the selected song, as part of the Shows, in whole or in part, into any other media services or ESC products provided by the Participating Broadcasters and/or the EBU on behalf of its Members, as well as into any audiovisual work or other media services provided by third parties.
- f) **National Selection Extract Rights:** These are the worldwide exclusive rights, unlimited in time, for incorporating extracts from the broadcast of the televised National Selection, in whole or in part, into any programme to be produced centrally on behalf of the EBU and broadcast and/or otherwise made available (including on-demand) in whole or in part via any technical means (including the Internet).

## 2) **Authorizations**

- a) **Lyrics:** The songwriter shall be required to authorize copies of the lyrics, as well as translations thereof, into English, French and any other languages of the Participating Broadcasters, being made available free of charge at the Shows, for informational and promotional use by the EBU, the Host Broadcaster (e.g. in programme booklets at the venue) and the Participating Broadcasters (for commentary purposes and possibly for subtitling). In addition, the songwriter shall be required to authorize the reproduction of the lyrics for incorporation as an information sheet accompanying any CD or DVD Compilation and/or for publishing on the Internet on the official website of the ESC ([www.eurovision.tv](http://www.eurovision.tv)).

- b) Commentators and Spokespersons shall be required by the Participating Broadcasters to authorize the use of their commentary/contributions in any media and on any support, including as a separate soundtrack on DVD (or similar carriers).
- c) Promotional material: All artists and other right-owners 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 Shows by all means and in all media, whether now known or hereafter developed, for an unlimited period of time. This includes the use of photographs taken at the rehearsals and any "behind the scenes" material for the DVD Compilation, the official ESC website or other ESC media products as set out in the Licence Agreement in Appendix 5.
- d) Promotion tour: The artists shall be prepared to participate in a promotion tour of a maximum ten days, organized by the EBU, in order to achieve maximum publicity after the event. The decision regarding and details of this promotional tour, which shall include a public reception in the home country of the winning artist(s), shall be presented at the meeting of the Heads of Delegation on 16-17 March 2009 at the latest, and the final planning and scheduling shall be agreed between the winning artist(s) and the EBU on the night of the Grand Final.
- e) Karaoke - on-line competition: The songwriter, the composer and/or their publisher shall be asked not to object to the performance of the lyrics of the song, with or without an accompanying backing-track of the song, by any person who participates with the song in the on-line competition mentioned below, and to allow the audiovisual recording of that performance to be made available to the public free of charge (e.g. as streaming and/or downloads) and to be broadcast worldwide an unlimited number of times, without limitation in time and via any technical means (including television, the Internet, broadband and mobile telecommunications technology) in the framework of an on-line competition to be organized by the EBU and/or via the official website of the ESC.
- f) Press conferences: The artists shall be required to agree to take part in press conferences if so requested by the EBU. The winning artist(s) shall obligatorily participate in the official press conference to be held on Sunday, 17 May 2009 and to authorize the use of any recording thereof on any media without limitation in time and the inclusion of such material in the DVD Compilation.

### **3) Guarantee**

Each Participating Broadcaster shall indemnify all other organizations concerned and the EBU 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.

## **Section Seven: Broadcasting and other uses of the Shows**

### **1) Obligations and rights of the Participating Broadcasters**

#### **1.1) Broadcasting obligations**

a) Live Broadcast of the Shows

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

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

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

b) Eurovision signature tune and logo

All broadcasters shall transmit the Eurovision signature tune and logo and the ESC 2009 logo at the start and at the end of the Shows. The duration thereof shall be subject to the approval of the EBU Executive Supervisor.

**1.2) Broadcasting Rights**

a) Additional media

Participating Broadcasters may also broadcast the Semi-Finals 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).
- on a wholly-owned website, but only on a deferred basis,
- via mobile phones, provided that such transmission consists of the simultaneous, unchanged and unabridged retransmission of the terrestrial broadcast of the Shows.
- on their 100%-owned international generalist channels simultaneously with the live or deferred broadcasts of the Participating Broadcasters' own national broadcast of the Shows on their terrestrial channels without any editorial changes (i.e. including commentary, televoting information, etc.). Any such international generalist channel shall have no windows aimed at a particular country or group of countries. Nor shall it contain any advertising aimed at a particular country or group of countries, and its programming shall be at least 80% identical in content and to a large extent in time of scheduling. Furthermore, the channel must be broadcast in the same language(s) as the national programme service.
- on their customary catch-up service for on-demand streaming (without the possibility to download) or for temporary download (as per the general policy of the Participating Broadcaster) for a maximum of 30 days after the live broadcast of the Grand Final via any means (including mobile phones and the Internet).

All Participating Broadcasters shall furthermore be entitled to broadcast the Semi-Final for which they have no broadcast obligation either live or deferred on a main or secondary national channel.

b) The Shows

Subject to Paragraphs 1.1 and 1.2. a) above, all Participating Broadcasters have the exclusive right, on their territory, to broadcast the Shows in their 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 these rights may have to be made, in which case this shall be notified in writing by the EBU to all Participating Broadcasters.

c) Extracts from the Shows

All Participating Broadcasters are also entitled to use extracts from the Shows 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 is 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.

After the 12 months following the Shows, Participating Broadcasters wishing to insert any material from the Shows, other than the extracts mentioned 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.

d) Previews

In addition to the official website of the ESC, all Previews may be made available (but without the possibility to download them) on each Participating Broadcaster's website after one week has elapsed following either the end of the meeting of the Heads of Delegation or delivery of the Preview, whichever is the later. If the sound recording of the Preview is made available separately from the audiovisual recording, only the use of extracts (of a maximum of 30 seconds per song) is allowed.

e) Sublicensing

Within the limits specified under Paragraphs a), b) and c) above, any Participating Broadcaster shall be entitled on a non-exclusive basis to sell any footage from the Shows to any third party within its territory only. Any breach of this rule may result in the disqualification of the Participating Broadcaster's entry from the Shows and/or denial of access to the live transmission, and/or exclusion from subsequent editions.

f) ESC Countdown Shows

If the EBU commissions the production of the ESC Countdown Shows, each Participating Broadcaster shall have the exclusive right to broadcast them on its own territory in their entirety or in part on any of its fully owned channels as many times as desired as from their delivery date and for 30 days following the Grand Final.

g) Third-party infringement

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 with a view to preventing or prohibiting the unauthorized use of its own broadcasts of the Shows or any parts of such broadcasts, such as individual scenes or images, by third parties.

**2) Rights and obligations of the EBU**

Without prejudice to the other rules in this Section, all broadcasting and other rights to the Shows, the ESC Countdown Shows and the ESC are exclusively owned by the EBU, to be managed centrally by the EBU on behalf of the Participating Broadcasters. Unless any rule in this Section applies, non-participating broadcasters are not allowed to broadcast any material from the Shows (rehearsals/preparations, etc.) without the prior written permission of, and without possible payment of a rights fee to, the EBU. However, all accredited media shall be free to use for press purposes any material filmed by them during the press conferences, open rehearsals and the first Dress Rehearsals. No commercial or non-commercial entity shall use the logo or other distinctive elements of the ESC or the Shows without the prior written permission of the EBU.

**2.1) Official website of the ESC**

a) Reserved rights for the EBU

Live webcasting of the Shows as well as on-demand use thereof (in whole or in part) via the Internet shall be reserved exclusively for the official website of the ESC, to which Participating Broadcasters may provide a link on the evenings of the Shows. The EBU shall attempt to make Participating Broadcasters' individual audio commentaries available in conjunction with the live stream, through the official website. All Participating Broadcasters which can make available their audio commentaries shall inform the EBU no later than 72 hours before the start of the Shows on which Internet page the national live stream of their national commentaries can be found.

The audiovisual material (other than the ESC Countdown Shows) produced centrally by the EBU on the basis of the National Selections shall be made available (on-demand use) in whole or in part exclusively on the official website of the ESC.

b) Other content

All Previews shall be made available (but without the possibility to download them) on the official website of the ESC. The Previews shall be made available exclusively on the official website of the ESC for a period of one week after either the meeting of the Heads of Delegation or their delivery, whichever is the latest. After that period the Previews can be made available both on the Participating Broadcasters' websites and on the official website of the ESC. If the sound recording of the Preview is made available separately from the audiovisual recording, only the use of extracts (of a maximum of 30 seconds per song) is allowed.

The ESC Countdown Shows may also be made available (for on-demand use but without the possibility to download) on the official website of the ESC.

c) Extracts

The EBU shall be entitled to use or authorize others to use as per 2.3 hereafter extracts from the Shows for any type of programme and on any medium (including the Internet) provided that no more than two minutes from any song is used and any celebrity acts are excluded.

**2.2) Radio**

Non-participating radio broadcasters which are Active Members of the EBU shall be granted, free of charge (except for technical delivery costs), the right to broadcast the Shows live or deferred, and to make one repeat broadcast of each within 30 days of the Grand Final. Where a non-participating radio broadcaster located in the country of a Participating Broadcaster which includes both a radio and a television service wishes to broadcast the Shows, that non-participating broadcaster shall obtain the prior written authorization of the Participating Broadcaster in that country, in order to be allowed to access the satellite transmission of the Shows.

**2.3) Distribution/Licensing**

The EBU shall, in cooperation with TEAM, be responsible for coordinating all sales of the Shows (including the ESC Countdown Shows) to non-participating broadcasters from countries where rights remain available, for the financial benefit of Participating Broadcasters and the Host Broadcaster. The EBU shall be entitled to retain 10% of the revenue generated by such sales.

Non-participating radio broadcasters other than Active EBU Members, and non-participating television broadcasters from countries where rights remain available, may acquire the right to broadcast the Shows on their territory against possible payment of a rights fee.

In countries where rights remain available, non-participating EBU Members shall have a first option, to be exercised within a deadline set by the EBU, to purchase the programmes for their territory.

Depending on the facilities available, non-participating broadcasters from countries where rights remain available may also request the right to send a commentator, and/or a production team, to the Shows.

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

3) **News access**

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 three Shows, free of charge for use in regularly-scheduled news bulletins within 24 hours of the Semi-Finals and the Grand Final respectively.

**Section Eight: Funding**

- 1) The cost of funding the production and staging of the Shows shall be shared by the Host Broadcaster and the Participating Broadcasters.
- 2) The total production budget for the Shows is expected to be between 10 and 20 million Swiss francs. The total final production budget for the Shows shall be proposed by the Host Broadcaster, in consultation with the EBU Executive Supervisor, and approved by the Reference Group by November 2008.
- 3) The contribution of the Participating Broadcasters to the total production budget of the Shows shall be 5.5 million Swiss francs, less the 10% EBU overhead charge and before distribution of any commercial revenue. This contribution shall be shared by the Participating Broadcasters in accordance with the EBU basic units system.
- 4) To fund the contribution mentioned under paragraph 3) above, all Participating Broadcasters shall be required to pay their final participation fee to the EBU at least 30 days before the Semi-Finals, i.e. by 12 April 2009. 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 for the production of the Shows, i.e. after deduction of the Participating Broadcasters' contribution, but before distribution of any commercial revenue.
- 6) In addition, the cost of receiving the live transmissions shall be paid by all the Participating Broadcasters and by other broadcasters wishing to receive the live transmissions, in accordance with the standard EBU Operations billing practices.
- 7) All expenses incurred by each Participating Broadcaster in relation to its own entry, such as fees, as well as travel and subsistence costs for its delegation, shall be the full responsibility of that Participating Broadcaster.

**Section Nine: Disqualification Procedure, Sanctions and Fines**

1) **Disqualification**

a) **Grounds for disqualification:**

A song may be disqualified for the following reasons:

- (i) 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 disruption to the event and/or the broadcast productions.
- (ii) If the artist(s) depart(s) from the planned performance as performed at the dress rehearsals, and thereby cause(s) disruption to the event and/or the broadcast productions.
- (iii) If a participating organization or artist(s) has in any way attempted to breach the present Rules at any stage of the preparation of the ESC, or is about to do so during the Shows themselves.

**b) Procedure**

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 or to take part in the deliberations.

- (i) If the disqualification of a song is decided upon before the meeting of the Heads of Delegation, the Participating Broadcaster shall be entitled to propose another song and to submit all related material by the date specified by the Reference Group.
- (ii) If disqualification of a song is decided upon after 17 March 2009, but before the day of the Semi-Finals, 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 Director General of the EBU.

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

**2) Sanctions**

**a) Grounds for sanctions**

A Participating Broadcaster may be sanctioned, and even excluded from subsequent Shows, if it:

- (i) does not comply with the present Rules.
- (ii) withdraws from the Shows after 14 December 2008.
- (iii) does not submit its Jury's results in accordance with the Rules.

**b) Procedure**

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 ESC and shall compensate for the prejudice caused. In addition, the Participating Broadcaster at fault may be required to pay 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 ESC.

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

### **3) Additional fines**

#### **a) Grounds for fines**

The following fines shall automatically be applied and shall be in addition and without prejudice to the sanctions which may be pronounced and applied in accordance with paragraph 2b) of the present Section Nine:

- (i) If the selected song (together with the backing-track) is not delivered as per the provisions of Annexe 1, 2.2 b) the fine shall amount to 30% of the final Participation Fee (minimum 5,000 Swiss francs and maximum 20,000 Swiss francs).
- (ii) If the language of the lyrics of the selected song is modified after the meeting of the Heads of Delegation, the fine shall amount to 10% of the final Participation Fee (minimum 2,000 Swiss francs and maximum 7,000 Swiss francs).
- (iii) If the title of the selected song is modified after the meeting of the Heads of Delegation, the fine shall amount to 10% of the final Participation Fee (minimum 2,000 Swiss francs and maximum 7,000 Swiss francs).
- (iv) If the lyrics of the selected song, biographies and pictures of the artists and other information for the official website of the ESC (as listed in Annexe 1 under 2.2 f) and h) and the CD DVD Compilation albums are not delivered at the meeting of the Heads of Delegation, the fine shall amount to 5% of the final Participation Fee (minimum 1,000 Swiss francs and maximum 4,000 Swiss francs).
- (v) If the material listed under points 2.2 and 2.3 of Annexe 1 is not delivered by the deadline indicated in those points and such delay makes the preparation of the Shows unnecessarily difficult, the fine shall be applied on a daily basis and shall amount to 5,000 Swiss francs per day of delay as from the deadline.

#### **b) Procedure**

The EBU Executive Supervisor shall inform any Participating Broadcasters concerned and the Reference Group of fines payable on the above grounds, and fines shall be applied by means of an automatic deduction from the share of commercial revenue to be paid as per Annexe 4. Any fine applied in accordance with the above-mentioned procedure shall be final, and no legal remedy shall be possible.

## Section Ten: Final Provisions

- 1) By entering a song for the ESC each Participating Broadcaster:
  - (i) accepts the present Rules, which apply to the Eurovision Song Contest 2009 as a whole; and
  - (ii) confirms that its commitment to participate in the Eurovision Song Contest 2009 shall remain valid in all its provisions even if a modification occurs in the host city and/or in the host country and/or if the organization and production thereof is ensured by an host broadcaster other than the one mentioned under Section One of the present Rules.
  
- 2) The Participating Broadcasters acknowledge and accept that the Shows may be postponed and/or transferred to another city or country, notably but not only:
  - (i) for reasons of *force majeure* (for example, but not limited to, natural disasters or catastrophes, acts of war, terrorist activity, fire, flood, explosion, failure of public utilities or civil commotion or disorder, decision of any regulatory or other competent authority, epidemics, public health, or the genuine and immediate threat of any of the foregoing, including serious threats to the safety of participants, marketing partners or spectators) and/or
  
  - (ii) for any other act or event beyond the reasonable control of the EBU or the Host Broadcaster and/or
  
  - (iii) for objective major circumstances other than reasons of *force majeure* if they are, in the reasonable opinion of the EBU, likely to affect the signal transmission or signal reception of the Shows and/or the smooth operation of the ESC event, and/or of the Shows and/or the security of the contestants and their delegations, spectators or marketing partners which therefore make the organization and the production of the Shows unduly difficult at the selected venue. For the purposes of the present Rules, such circumstances shall be regarded as *force majeure*. The EBU as the organizer of the Event shall be unilaterally authorized to transfer the ESC to another city or country.

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

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

In no case (irrespective of whether the Shows are cancelled, postponed or partially held) shall the EBU be liable for any damage, indemnity, reimbursement or

compensation of any kind, loss whether direct or indirect (e.g. loss of profit) including loss of any advertising or other commercial revenue.

- 3) The present Rules are drawn up in English and in French. In case of dispute, the English version shall prevail.
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European Broadcasting Union

Union Européenne de Radio-Télévision

Television Department

Département Télévision

SPG 08 - 15302

Annexe 1 to ESC 2009 Rules

## **Annexe 1 Duties of the Participating Broadcasters**

### **1. Promotion of the ESC/National Selections**

#### 1.1 Promotion in the national media

- a) Each Participating Broadcaster shall make every effort to promote its National Selection process in its national media, including promotional trailers for the ESC 2009 and/or news coverage.
- b) It is recommended that each Participating Broadcaster should broadcast the Previews, in advance of the Shows.
- c) Each Participating Broadcaster shall deliver to the EBU, within two weeks of the broadcast of the National Selection, a digital recording thereof to enable the EBU to produce/commission the production of the ESC Countdown Shows and other audiovisual programmes.

#### 1.2 Promotion on the national ESC websites

- a) Not later than 16 weeks before the Shows (i.e. by 20 January 2009), each Participating Broadcaster shall establish a national ESC 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 ESC ([www.eurovision.tv](http://www.eurovision.tv)) and provide the address of its national website or dedicated page to the EBU Executive Supervisor.
- b) By 31 January 2009 each Participating Broadcaster shall publish on its national ESC website or dedicated page, as well as, if possible, on its teletext pages (text-TV) the rules regarding its national selection process, and the rules and criteria used for the national televoting, in order to ensure transparency. After the National Selection each Participating Broadcaster shall also publish a complete account of the execution of these rules and criteria.

### **2. Meeting of the Heads of Delegation (16-17 March 2009)**

2.1 The Head of Delegation is the point of contact between the EBU and/or the Host Broadcaster and the other Participating Broadcasters and is, as such, fully responsible for all aspects of his or her organization's participation. To that end, each Head of Delegation shall

- attend the (compulsory) meeting of the Heads of Delegation;

- monitor all aspects of the national entry, including delivering the material requested by the EBU and the Host Broadcaster in due time;
- ensure that the present Rules are respected;
- be (i) responsible for his or her national delegation, which shall consist of a maximum of 25 accredited persons and (ii) in charge of supervision thereof during the ESC.

2.2 Each Participating Broadcaster shall make available to the Host Broadcaster, at the meeting of the Heads of Delegation:

- a) the signed contract for the CD/DVD Compilation and Download Rights (Appendix 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) Two copies of 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) Two copies of a video clip of the song, on Digi-beta, Beta SP or SX tape, to be used as a Preview so as to enable the Host Broadcaster to edit and copy the tapes and to distribute them to the Participating Broadcasters during the meeting of the Heads of Delegation.
- d) The lyrics of the song in the language in which it will be sung at the Shows, together with English and French translations (as applicable), for duplication and distribution to the Participating Broadcasters.
- e) The name, function and contact details of the notary who will collect, check, certify and send the results of the jury voting.
- f) Biographies (with English and French translations, as applicable), pictures of the artist(s), a DVD with (a summary of) the national selection event, 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 ESC.

2.3 By the time of the meeting of the Heads of Delegation and in no case by no later than 30 days before the first Semi-Final, each Participating Broadcaster shall:

- a) Provide a video presentation of the song on stage by the artist(s) participating in the Shows (for internal use by the camera director, any format therefore being acceptable), clearly showing how the song will be performed on stage.
- b) Indicate whether it wishes to use pyrotechnical effects on stage. This matter shall be decided by the Host Broadcaster and the EBU Executive Supervisor in close cooperation with the fire and security authorities at the venue.
- c) If the material in question is needed by the artist(s), provide a written request to the Host Broadcaster to have a drum kit and/or grand piano made available on stage or other instruments and/or stage design elements on stage for decorative

purposes. No 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 accord its permission in writing.

After 12 April 2009, no changes or corrections shall be allowed, and no exceptions shall be made as from that date.

The Host Broadcaster shall decide, in conjunction with the EBU, whether it is able to comply with requests and instructions from delegations regarding such matters as camera direction, use of a backing track, pyrotechnic effects, etc.

If a Participating Broadcaster has not provided the above-mentioned information or material in part or in full, the Host Broadcaster shall remain free to decide on the use of the above-mentioned elements without any right for the participating delegation to intervene and without prejudice to the possible application of the fines mentioned under Section Nine paragraph 3) of the Rules.

### **3. Televoting and marketing: cooperation**

The Participating Broadcasters shall cooperate with the EBU and the Host Broadcaster with respect to the centralized marketing programme and the centralized televoting and shall actively promote any such arrangements in accordance with the provisions in Annexes 2 and 3.

### **4. Responsibilities during the ESC week**

4.1 Each Participating Broadcaster shall be responsible for its country's applications for accreditation for journalists and fans, in accordance with the instructions given by the EBU.

4.2 All Participating Broadcasters shall ensure that:

- their delegations and artists arrive in Moscow in due time to be able to participate in the first rehearsal on stage (the detailed rehearsal schedule to be provided by the Host Broadcaster during the meeting of the Heads of Delegation) and stay until the end of the event week (i.e. until 14.00 local time Sunday, 17 May 2009).
- in case their artists win the ESC 2009, they shall take part in the press conference on Sunday, 17 May 2009, to be held before 14.00 local time.
- their delegations stay at one of the official hotels appointed by the Host Broadcaster and/or the EBU.

4.3 Each Participating Broadcaster shall make recordings of the second dress rehearsal of the Semi-Final for which live broadcast is compulsory as per Section Seven 1.1) and of the Grand Final. These shall be broadcast by the Participating Broadcaster in case problems occur with the live transmission.

4.4 Participating Broadcasters shall ensure that their commentators and spokespersons respect the spirit and fairness of the competition. The commentators and spokespersons shall not make any gestures or speeches of a political, commercial or

similar nature or use swearing or other unacceptable language, and/or make any sexist, racist or otherwise unduly discriminatory comments about the artists or songs. Commentators shall refrain from talking during the performance of the songs and from urging the audience to vote for, or not to vote for, any particular song. The commentators and spokespersons shall be neutral and shall in no case have been involved in the composition of the music or in the writing of the lyrics of any song participating in the ESC.

4.5 Each Participating Broadcaster shall provide the EBU Permanent Services with all qualitative and quantitative information on the ESC 2009, including:

- a) within 48 hours of the Grand Final, viewing figures for the Semi-Final and the Grand Final;
- b) within two weeks of the national broadcast of the Grand Final, an off-air VHS or DVD recording of the broadcasts of the Semi-Final and of the Grand Final.

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Annexe 2 to ESC 2009 Rules

## **Annexe 2 Centralized Marketing**

### **1) Marketing (Commercial Exploitation) Rights**

All rights to the ESC 2009 and Shows are exclusively owned and managed by the EBU for the benefit of the Participating Broadcasters and the Host Broadcaster. The marketing rights include, without limitation and on a world-wide basis:

- a) Event sponsorship
- b) Programme broadcast sponsorship for all transmissions of the Shows
- c) On-screen credits (scoreboard and televoting graphics sponsorship, including on-screen identification of service providers)
- d) Overall off-screen sponsorship
- e) Green Room sponsorship, where possible
- f) Telecommunications, such as premium rate telephone services and televoting, interactive services, and all rights for mobile/wireless content or similar services
- g) Corporate/sponsor, VIP and media hospitality
- h) Suppliers
- i) Merchandising and licensing
- j) Exhibitions
- k) Gala dinners
- l) Official website sponsorship and Internet content rights
- m) All sales of broadcasting rights to non-participating broadcasters
- n) Compilation and archive rights from 2004 onwards
- o) Mobile content rights (e.g. opportunities for international sponsors to use ESC information, pictures and possibly certain ESC content for distribution via mobile devices on a non-exclusive basis).

### **2) Centralized marketing activities**

#### **2.1 Centralized *Event* Sponsorship**

Only the EBU has the right to appoint marketing partners for the ESC event. This shall be done in cooperation with TEAM. In consultation with the EBU and TEAM, only the Host Broadcaster shall be entitled to explore national marketing opportunities in its country which are not in conflict with the main international sponsorship or other exclusive arrangements. However, in no case shall the



Participating Broadcasters be allowed to grant sponsorship rights in relation to the ESC event in their country.

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

Each Participating Broadcaster shall protect the exclusivity of the marketing partners appointed by the EBU (the "International Sponsors") and in this context must not allow any third party whatsoever to associate itself with the ESC event.

## **2.2 Centralized *Programme* sponsorship**

### **Sponsorship rights reserved for the EBU**

All Participating Broadcasters shall reserve all programme sponsorship rights in their countries until 10 January 2009 on an exclusive basis for the EBU and shall not enter into any programme sponsorship agreements before that date.

In those countries where TEAM has not managed to enter into an agreement with a pan-European programme International Sponsor by 10 January 2009, the programme sponsorship rights for the ESC 2009 shall be handled by the individual Participating Broadcasters, who shall be free to enter into programme sponsorship arrangements. By 30 January 2009 at the latest, the EBU shall inform the Participating Broadcasters whether their territory is covered by the pan-European sponsor agreement. For the avoidance of doubt, Participating Broadcasters in the countries where there is no pan-European programme International Sponsor shall be entitled to appoint sponsors on a national basis, but only in relation to the transmission of the Shows. However, the Participating Broadcasters shall not grant programme sponsorship rights to companies or partners which are in competition with the International Sponsors or which offer products or services which are in competition with the products or services of the International Sponsors. Participating Broadcasters shall seek the prior written approval of the EBU before any programme sponsorship package is sold. The EBU reserves the right to refuse to give its approval if such sponsorship operates in conflict with the International Sponsors, and the Participating Broadcasters shall refrain from selling any such package. In addition, no national sponsor shall be allowed to associate itself with the ESC event, or to present its national sponsorship in a way which may lead the general public to believe, or may give the impression, that the sponsor is a partner of, or associated with, the ESC event.

The Participating Broadcasters located in the countries where TEAM has managed to enter into an agreement with a pan-European programme International Sponsor shall cooperate with the EBU, the Host Broadcaster and TEAM and shall actively promote such arrangements. In those countries, Participating Broadcasters shall not be allowed to grant programme sponsorship rights to any national sponsor and no billboards other than those mentioned below under paragraph a) shall be included before, during or after the transmission of the Shows (irrespective of whether the transmission is live or deferred).

The relevant material shall be provided by the marketing partners/suppliers, or by TEAM, on behalf of the EBU. This relates to the Shows only, and not to National Selection programmes.

**a) On-screen inclusion of sponsors billboards/International sponsorship**

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 in and around transmissions of the Semi-Finals and the Grand Final, and any other international programmes related to the ESC that may be produced.

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 sponsors' billboards on their screen in accordance with the EBU's instructions shall be entitled to receive a share of the revenue generated therefrom. A monitoring company shall be assigned by the EBU/TEAM to confirm the correct transmission of the International Sponsorship sequences.

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

**b) On-screen credits (scoreboard and televoting graphics sponsorship)**

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

**2.3 Offer of commercial air-time**

Each Participating Broadcaster able to offer commercial air-time before, during and after the Shows must offer it on a first-refusal basis to the official marketing partners or suppliers of the ESC up to 10 January 2009. Subsequently, any commercial air-time which remains available must be offered to the official marketing partner(s), on a first-refusal basis. No official marketing partners or suppliers must ever be charged more than any other advertiser for the same commercial air-time.

If an International Sponsor decides not to buy any or all of the commercial air-time, the Participating Broadcaster is free to sell any or all of it to another company, provided that the latter does not operate in conflict with the International Sponsor. The advice of the EBU Executive Supervisor must be sought by Participating

Broadcasters before any commercial air-time sales agreements are entered into, in order to prevent possible conflicts.

#### **2.4 Merchandising**

The EBU, which owns the merchandising and licensing rights to the ESC, has granted exclusive merchandising rights in relation to sportswear, fashion apparel 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 the provisions of Annexe 4 hereto. 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.

#### **2.5 Legal sponsorship and advertising guidelines**

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 Shows.

#### **2.6 Compensation**

Any Participating Broadcaster which does not comply with these obligations for reasons which are not of a legal or regulatory nature shall not be entitled to share in the commercial revenue generated by the centralized marketing and shall be held liable for any reasonable claim to compensate the marketing partners or suppliers for the value of the loss of exposure.

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### **Annexe 3 Centralized televoting**

#### **1) Pan-European televoting partner**

- a) The pan-European televoting partner shall, together with its affiliate, contract national aggregators and decide upon the most prudent methods for the televoting procedure and the national voting tariffs, taking into account the suggestions of each Participating Broadcaster. National rules or rules concerning the broadcasters themselves shall be taken into account when the tariffs are set. Unless not permitted by relevant national media laws, regulations and/or self-regulatory guidelines, each Participating Broadcaster shall implement a Premium Rate Tariff for the televoting. Such tariffs must not be lower than the customary tariffs used by the Participating Broadcaster in other similar television shows, such as the National Selection programme. Each Participating Broadcaster shall indicate at the latest by 28 February 2009 its televoting preferences and the televoting tariffs to be used for the ESC 2009. After that date, no modification shall be allowed, unless the Participating Broadcaster can demonstrate that the modifications follow on from a modification of the national media laws, regulations and/or self-regulatory guidelines adopted in the meantime. If a Participating Broadcaster has not provided this information by that date, the same televoting set-up as for the ESC 2008 shall be implemented.
- b) All Participating Broadcasters presenting a song in a Semi-Final are obliged to implement the televoting system for that Semi-Final. The five Participating Broadcasters with guaranteed places in the Grand Final shall also implement the televoting system for the Semi-Final which they are required to broadcast. All Participating Broadcasters are obliged to implement the televoting system for the Grand Final.
- c) If a marketing partner for the televoting is not appointed by the EBU for some or all countries, the Participating Broadcasters in those countries shall be able to enter into national arrangements for televoting with a service provider of their choice, provided that the guidelines mentioned under 1.e) below are respected. However, no branding or sponsorship rights may be granted to that service provider.
- d) In all cases the following guidelines must be followed:
  - (i) There shall be a fixed voting window of at least 15 minutes, with the lines opening and closing at exactly the same time in all countries where the televoting takes place.
  - (ii) Voters must be excluded from voting for the entry of their own country of residence, and this must be made known to them.

- (iii) 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.
- (iv) In each country the cost of voting or the rate at which calls are charged must be the same for all voters (the use of, for example, a national premium-rate code or other non-geographic code shall ensure this).
- e) Each Participating Broadcaster shall appoint a National Jury whose votes shall be used in case of a technical or similar failure in the televoting procedure and for determining the ranking of the songs in the Grand Final as per a calculation method to be decided upon by the Reference Group and communicated during the meeting of the Heads of Delegation. The EBU Executive Supervisor shall decide during the Semi-Finals whether the National Jury votes will be used. In particular, the EBU Executive Supervisor may decide to use such votes in a given country if an insufficient number of calls has been registered in that country.
- f) If a dispensation is requested by 1 January 2009, the Reference Group may make an exception to the compulsory televoting rule and may allow 100 % of the voting by the national jury in accordance with the rules mentioned in Appendix 4.
- g) In any country where the EBU, in consultation with the Reference Group, makes an exception to the compulsory televoting rule, the results shall be based solely on jury voting. A jury shall vote in any case during the Grand Final.

The composition of the juries shall be decided upon by the Reference Group, and the criteria shall be announced during the meeting of the Heads of Delegation.

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

- ensure compliance with the voting rules;
  - collect, check and certify the completed voting papers established by the chairman in accordance with point g) above;
  - send by fax all the certified voting papers to the pan-European televoting partner. Respect for this provision shall be the responsibility of the Participating Broadcasters. The exact time for sending these papers shall be communicated to the Participating Broadcasters at a later stage by the EBU Executive Supervisor.
- h) The pan-European televoting partner shall forward to the official spokesperson of each Participating Broadcaster the final points for the spokesperson to announce on-air, when requested to do so by the international presenters.
  - i) The final procedure as to how the points will be presented in the Grand Final and the planned order of presentation of the results shall be decided upon by the Reference Group and shall be presented to the meeting of the Heads of Delegation, at the latest.

## **2) Obligations of the Participating Broadcasters with respect to centralized televoting**

- a) Each Participating Broadcaster shall cooperate with the pan-European televoting partner for all its SMS and televoting activities related to both the Semi-Final and the

Grand Final and shall actively use and promote the televoting system within its country in accordance with EBU instructions. These may include on-screen instructions to viewers. The Participating Broadcasters shall use the graphics supplied by the Host Broadcaster for presenting the televoting system on air to the public. If a national law, regulation or any self-regulatory guideline prevents a Participating Broadcaster from using the graphics as supplied by the Host Broadcaster, the Participating Broadcaster shall be allowed to adapt them to the extent which may be required by such regulation, provided that it respects the chart and font of such graphics, informs the EBU Executive Supervisor of the legal grounds and submits the adapted graphics for the prior written approval of the EBU Executive Supervisor and the Host Broadcaster.

- b) At least 24 hours before the Semi-Finals and the Grand Final respectively, each Participating Broadcaster shall publish, on its national ESC website or dedicated page, as well as on the teletext pages (text-TV), always to the extent allowed under national laws and regulations, all the telephone numbers which will be used in its country during the televoting in the Semi-Final and the Grand Final.
- c) During the Semi-Finals and the Grand Final, the commentators of the Participating Broadcasters shall explain the televoting procedures on the basis of information supplied by the EBU.
- d) 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 the rehearsals of the voting procedure.
- e) The pan-European televoting partner shall run several real-time tests of the televoting procedure with all national carriers and all the televoting project leaders of the Participating Broadcasters. Participation in these tests is compulsory for each Participating Broadcaster, even if those tests are not necessarily undertaken at the same time as an official dress rehearsal.
- f) Each Participating Broadcaster shall do its utmost to prevent fraudulent voting in the Shows. It shall give full access to any EBU international monitors who may be sent to oversee all aspects of the televoting 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.
- g) Each Participating Broadcaster undertakes to comply with the voting instructions included in the so-called "Green Document" which shall be distributed by the EBU.



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Annexe 4 to ESC 2009 Rules

## **Annexe 4 Sharing of Commercial Revenue**

- 1) The revenue generated by the centralized commercial exploitation of the 2009 edition of the ESC shall be shared among the Participating Broadcasters, the Host Broadcaster and the EBU (the share of the EBU being intended to cover, *inter alia*, the cost of the official website of the ESC). The 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 revenue from International Sponsorship (Annexe 2, point 2.2c) shall be based on the review of each Participating Broadcaster's performance. The review shall be undertaken by the monitoring company assigned by the EBU/TEAM to confirm the correct transmission of the International Sponsorship sequences.
- 3) The shares of the total 2009 centralized commercial revenue reverting to the Participating Broadcasters, the Host Broadcaster and the EBU shall be distributed to them as soon as possible after the Grand Final and by the end of the year at the latest, depending on when such revenue is received by the EBU from the marketing partners and after independent auditing of such revenue.



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Annexe 5 to ESC 2009 Rules

## **Annexe 5 Duties of the EBU**

- 1) The Executive Supervisor shall work closely with the Host Broadcaster to support all aspects of the national planning and production.
- 2) The EBU shall, together with the Host Broadcaster, be responsible for ensuring that the Previews are distributed to the Participating Broadcasters.
- 3) The EBU may commission on a centralized basis the production of at least two ESC Countdown Shows partly based on extracts from the televised National Selections organized by the Participating Broadcasters. In addition, the EBU may produce on the basis of the National Selections various audiovisual material which shall be made available (for on-demand use) on the official website of the ESC.
- 4) The EBU shall ensure that the international transmissions of the Semi-Finals 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.
- 5) The EBU, in consultation with the Reference Group, shall be responsible for the marketing of all commercial exploitation rights as specified in Annexe 2, for the benefit of the Participating Broadcasters and the Host Broadcaster, in liaison with TEAM.
- 6) The EBU shall be responsible for all aspects of the branding of the ESC 2009 and shall bear the cost of such branding. The branding chosen shall be approved by the Reference Group.
- 7) The EBU shall, in cooperation with TEAM, be responsible for collating market information on the 2009 Shows to help boost the possibilities for pan-European sponsorship of subsequent editions.
- 8) The EBU shall create and administer the official website of the ESC. The cost of establishing and maintaining the website shall be paid by the EBU (to be covered by the EBU's share in the commercial revenue as per Annexe 4).
- 9) The EBU shall, in cooperation with TEAM, be responsible for the creation of an international highlights tape of the ESC 2009 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 televoting procedure on any territory, with no notice given.
- 11) The EBU Executive Supervisor shall be responsible for overseeing voting throughout the Shows, for any decisions required in the course of the voting and for giving any necessary instructions to the international presenters and the scoreboard operator(s).



- 12) The EBU shall be responsible for collating and posting on the official website of the ESC all the votes announced during the Shows. The unused National Jury results shall be kept confidential by the EBU.
  - 13) The EBU shall be responsible for managing the archives of the ESC 2009 and of the Shows.
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# Eurovision Song Contest 2009

## CONFIRMATION FOR PARTICIPATION

This form should be completed and returned, signed by a duly authorized representative,  
to Mr Svante Stockselius at the Eurovision TV Department  
by e-mail [stockselius@ebu.ch](mailto:stockselius@ebu.ch) or by fax: +41 22 747 44 14  
**by 15 November 2008 at the latest.**

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I (name and function).....  
of (organization).....

- hereby confirm that my organization wishes to take part as a Participating Broadcaster in the Eurovision Song Contest 2009 which is due to take place as follows:

the first Semi-Final shall be held on Tuesday, 12 May 2009 and the second on Thursday, 14 May 2009 (both from 21.00 to approximately 23.00 CET).

the Grand Final shall be held on Saturday, 16 May 2009 (from 21.00 to approximately 00.15 CET).

- hereby certify that my organization agrees to abide by the Rules of the Eurovision Song Contest 2009 (Document SPG 08-08 - 15302).
- hereby confirm that I am aware that, in case of acceptance of my organization as a Participating Broadcaster, the EBU will notify the amount of my organization's
  - preliminary participation fee, by 30 November 2008
  - final participation fee, by 4 January 2009.
- hereby acknowledge that if my organization has not withdrawn by 14 December 2008 (latest date to withdraw without financial consequence), my organization shall be liable to participate in the Eurovision Song Contest 2009 and to abide by the Rules thereof.

Name of terrestrial television  
channel(s) broadcasting  
the Semi-Final:.....

Name of terrestrial television  
channel(s) broadcasting  
the Grand Final:.....

Signature:.....Date:.....

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Appendix 2 to ESC 2009 Rules

## **Appendix 2**

### **Duties of the Host Broadcaster**

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

#### **1) Production of the Shows**

- a) The Host Broadcaster shall ensure the complete production of three live uninterrupted television programmes on the agreed dates and with the agreed timing; two Semi-Finals (each lasting approximately two hours) and one Grand Final (lasting approximately three hours 15 minutes) in accordance with top-level quality and editorial standards. The final decision on all editorial elements shall be taken by the EBU Executive Supervisor. The Host Broadcaster shall ensure the live delivery of the signals of the three productions to the Eurovision network. The international signals to be delivered shall be a clean feed.
- b) The Host Broadcaster shall provide for at least three commercial breaks during each of the Semi-Finals and the Grand Final for those Participating Broadcasters wishing to use them. The exact number of such breaks shall be decided by the Host Broadcaster in cooperation with the Reference Group.
- c) The Host Broadcaster, in consultation with the EBU Executive Supervisor, shall propose a production budget for the ESC and the Shows, to be approved by the Reference Group.
- d) The Host Broadcaster shall, in cooperation with the EBU Executive Supervisor, appoint an organizing committee and indicate the names of the persons for all major positions.
- e) The Host Broadcaster shall, in cooperation with the EBU, organize a meeting of the Heads of Delegation on 16-17 March 2009 with a view to informing all the Participating Broadcasters of all planning arrangements for the event.
- f) During the meeting of the Heads of Delegation, the Host Broadcaster shall, for the benefit of the Participating Broadcasters and the international press, inform them of the running order of the Shows and provide a detailed rehearsal schedule. The order of appearance of the contestants in the Semi-Finals and of the five contestants with guaranteed places in the Grand Final shall be decided through a draw. The order of appearance of the contestants selected from the Semi-Finals in the Grand Final shall be determined by a draw which shall take place during the press conference following each Semi-Final.

- g) The Host Broadcaster shall make every effort to meet the requests of the Participating Broadcasters in relation to the performance of their songs, where feasible and insofar as the request does not conflict with the creative concept of staging the event and on condition that information is given by the Participating Broadcasters to the Host Broadcaster in accordance with the instructions in Annexe 1, 2.2.
- h) The Host Broadcaster is responsible for the songs and their performance being in accordance with the present Rules.
- i) The international presenters to be appointed for the Shows shall be neutral and shall not have been involved in any manner whatsoever in the composition of the music, and/or in the writing of the lyrics of any song participating in the ESC
- j) The Host Broadcaster shall make available a minimum of 50 commentary booths, for which an acceptable market rate may be charged.

**2) Organization of the Event**

- a) The Host Broadcaster shall identify a suitable venue for organizing the ESC, subject to the approval by the EBU Executive Supervisor in consultation with the Reference Group. Should that venue be approved, the Host Broadcaster shall be responsible for booking it for the entire period of the event.
- b) The Host Broadcaster shall ensure that sufficient hotel accommodation (at least 1,500 rooms) is available for the Participating Broadcasters' delegations at reasonable European prices. The Host Broadcaster (or the designated travel agent) shall be entitled to ask for 50% pre-payment of the rooms.
- c) The Host Broadcaster shall ensure that all necessary and appropriate measures are taken to ensure the safety and security of all the contestants and all the members of their delegations at all times throughout the entire period of the event, in the host city. To that end, the Host Broadcaster shall present a detailed security plan in cooperation with the local authorities, to be approved by the EBU Executive Supervisor.
- d) The Host Broadcaster shall deal with all import and export formalities for material and equipment needed for the event. If a delegation wishes to bring any special equipment into the host country, this shall be done at its own expense, and the Host Broadcaster must be notified thereof at the latest during the meeting of the Heads of Delegation.
- e) The Host Broadcaster shall provide special facilities for the visiting broadcasters (including the Participating Broadcasters) with the possibility to hire ENG crews, studios, space for television vehicles, etc. All requests for such facilities must be made in writing to the Host Broadcaster at the latest by the time of the meeting of the Heads of Delegation. Any special facilities requested may be charged by the Host Broadcaster at the local market rate.
- f) Throughout the event week, the Host Broadcaster shall organize a social programme.

**3) Warranties**

- a) If required by the EBU, the Host Broadcaster shall make available a financial bank guarantee of a minimum of five million Swiss francs.
- b) All participants, fans and international press must be guaranteed the right of free expression, assembly and contact with the citizens of the host country, in accordance with European standards.
- c) All participants (including organizers, partners and delegations), all fans able to demonstrate that they have acquired a ticket, and all journalists given accreditation to the event by the EBU ("accredited journalists") must be able to acquire sufficiently in advance an entrance visa for the entire duration of the event.
- d) All participants, fans and accredited journalists shall have free access to all public facilities and shall be able to move around in the host city and country without any authorization or restriction.
- e) All participants, fans and accredited journalists shall have the right to talk with or interview, also with the purpose of publication, all citizens of the host city and country.
- f) If a public Eurovision Square, centrally placed in the host city, is decided upon, all participants, fans, accredited journalists and the citizens of the host country shall have free access to such a Square.
- g) The Government of the host country guarantees freedom of expression, in accordance with Article 10 of the European Convention on Human Rights and in line with the case-law of the European Court of Human Rights, to all participants, fans, accredited journalists and the individual citizens of the country who give interviews or are present in the public Eurovision Square.

**4) Decisions**

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

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Appendix 3 to ESC 2009 Rules

### **Appendix 3**

#### **The Role of the Reference Group (RG) for the Eurovision Song Contest (ESC)**

35th TV Committee, 28.11.2003, Geneva SPG 03-12702\_E

*Item 3e of Agenda* 11.11.2003

#### **The role of the Reference Group for the Eurovision Song Contest**

1. The RG is the executive Expert Committee for all members controlling and guiding the ESC.

The RG is established by the TVC.

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

- approving on the development and future format of the ESC;
- securing the financing of the ESC;
- modernising the brand and raising the awareness of the ESC;
- overlooking the yearly preparation by the HB.

The RG reports to the TVC.

2. On 3 big issues approval of the TVC is mandatory:

- changing the fees for the participants;
- changing the rules for participation;
- changing the image of the ESC.

3. The RG is composed of the following members:

The Chairman (appointed by the Television Committee), three elected members of the Entertainment Experts Group, two executive producers of previous host countries, the executive producer of the present host broadcaster, the EBU Eurovision Song Contest Executive Supervisor and the EBU Head of Live Events.

The group meets four to five times each year.

4. The ESC RG meets on behalf of all participating broadcasters, and is required to take decisions in the general interest of the ESC, and not in the interest of some of the participants.

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

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

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6. The EBU is the professional policy advisor to the Reference Group. The EBU prepares the meetings of the RG and is the professional executor of its decisions. The role of the RG can be described with: general policy, supervising and long term. The role of the EBU with: preparing the policy and professional execution; supervising day on day of the preparation of the next contest (in conjunction with the HB).

7. The EBU Executive Supervisor and the EBU Head of Live Events concerning the ESC require the approval of the RG on the following matters:

- a) brand identity for the ESC
- b) development of the concept of the programme
- c) rules of the contest
- d) participation fees
- e) design and implementation of an international web site
- f) sponsorship and marketing partners for the ESC
- g) creation of an official Eurovision handbook
- h) all other relevant changes in the format and the production of the Contest.

8. Each member of the Reference Group shall have one vote except for the two EBU RG members who shall have one vote between them. Decisions shall be taken with a majority.

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

9. The EBU TV Department prepares the agenda and the documents for the RG meetings, in conjunction with the Chairman of the RG. Documents shall be send

10 days in advance, if possible.

Note: This document is approved by the Reference Group on September 1, 2003.

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The present document may be partly modified. Such modifications are subject to the approval of the Television Committee. Information on any changes shall be given during the meeting of the Heads of Delegation.



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Appendix 4 to ESC 2009 Rules

## **Appendix 4 Rules applicable to the Juries**

The rules and instructions in this Appendix may be changed by decision of the Reference Group. Information thereon shall be given at the meeting of the Heads of Delegation on 16-17 March 2009 at the latest, and these modifications shall be binding on the Participating Broadcasters.

- a) Each Jury shall consist of eight members plus a (non-voting) chairman. 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 days of each Semi-Final and of 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 member of each Jury shall award votes from one to ten to each song, excluding the song presented by the Participating Broadcaster of his 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 chairman. Abstentions are not allowed.
- g) The chairman shall be responsible for counting the votes awarded to each song, and for determining the points that will be awarded. The chairman 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 tasks shall be to:



- ensure compliance with the voting rules;
  - collect, check and certify the completed voting papers established by the chairman in accordance with point g) above;
  - send by fax all the certified voting papers to the pan-European televoting partner. Respect for this provision shall be the responsibility of the Participating Broadcasters. The exact time for sending these papers shall be communicated to the Participating Broadcasters at a later stage by the EBU Executive Supervisor.
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**CD/DVD/Download Licence Agreement**

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Appendix 5 to ESC 2009 Rules

Please see enclosed.



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Appendix 6 to ESC 2009 Rules

## TIMETABLE FOR THE EUROVISION SONG CONTEST 2009

31 October 2008	Budget and organization committee to be presented by the Host Broadcaster and approved by the Reference Group.
24 October 2008	Despatch of the Rules to EBU Members.
15 November 2008	Members to confirm their participation.
30 November 2008	Preliminary fees to be communicated to the Participating Broadcasters.
14 December 2008	Latest date for withdrawal from participation without financial consequences.
4 January 2009	Final fees to be communicated to the Participating Broadcasters.
10 January 2009	Participating Broadcasters must reserve until this date all programme sponsorship rights and commercial time to be used by International Sponsorship.
20 January 2009	National ESC websites to be established by Participating Broadcasters (Annexe 1).
16-17 March 2009	Meeting of the Heads of Delegation in Moscow.
12 April 2009	- Fees to be paid by the Participating Broadcasters to the EBU.  - Latest date to deliver stage performance information (see Annexe 1, point 2.3).
12 and 14 May 2009	Semi-Finals.
16 May 2009	Grand Final.
18 May 2009	Viewing figures to be sent by the Participating Broadcasters to the EBU (Annexe 1).

1 June 2009	Copy of broadcasts to be sent to the EBU (Annexe 1).
31 December 2009 at the latest	Revenue from centralized marketing activities to be paid to Participating Broadcasters (Annexe 4).

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