



RULES OF THE 2004 EUROVISION SONG CONTEST

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RULES OF THE 2004 EUROVISION SONG CONTEST

Section One: Core Elements

- 1) The Eurovision Song Contest is a state-of-the-art, world-class television production of a competition between musical acts representing countries of the Members of the European Broadcasting Union (EBU). The Contest Final includes a Qualifying Round and a Grand Final.
- 2) The Grand Final shall take place on Saturday, 15 May 2004 from 21.00 CET to approximately 24.00 CET, and shall be transmitted live to Participating Broadcasters over the Eurovision satellite network.
- 3) EBU Members from a total of 24 countries shall compete in the Grand Final. There shall be 14 guaranteed places in the Grand Final, i.e. for the Host Broadcaster, EBU Members from France, Spain, the United Kingdom and Germany, and EBU Members from the nine highest-scoring countries from the 2003 Eurovision Song Contest (not including any of the foregoing Members). Should any Member from the above-mentioned nine decide not to participate in the 2004 Contest Final, its place shall be offered to the Member in the next ranked country.
- 4) All other Participating Broadcasters, up to a maximum of 26 countries, on a first come first served basis, shall participate in the Qualifying Round for a place in the Grand Final. The ten countries with the highest scores in the Qualifying Round shall participate in the Grand Final.
- 5) The Qualifying Round shall take place on Wednesday, 12 May 2004, and shall be transmitted live to ESC Participating Broadcasters over the Eurovision satellite network.
- 6) The format of the Qualifying Round and the Grand Final shall consist chiefly of successive presentations by the artist(s) of their national songs.
- 7) The winner of the 2003 Eurovision Song Contest is invited to host the 2004 Contest Final, subject to agreement with the Host Broadcaster rules, including the presentation of a financial guarantee. Should that winner not accept or abide by any of those rules, the option to host the Contest Final shall pass to another EBU Member, subject to its acceptance of the Host Broadcaster rules.
- 8) The Eurovision Song Contest "Reference Group" shall liaise direct with the EBU to guide and approve the major elements of the concept, development and preparation of the 2004 Eurovision Song Contest.

- 9) All EBU Members intending to participate in the 2004 Contest Final must confirm their participation by 1 October 2003, to the EBU using the official form provided with the rules. On the basis of the confirmations received, the preliminary participation fees shall be made known to the Participating Broadcasters by October 15th 2003. .
- 10) After notifying its confirmation, but before 1 December 2003, a Participating Broadcaster may withdraw without incurring any financial penalty. However, in case of withdrawal after that date the broadcaster concerned shall be liable for 100% of the quoted participation fee.
- 11) If after 1 December 2003 a Participating Broadcaster is disqualified for non-compliance with these Rules (see Section 11), it shall remain liable for 100% of the quoted participation fee.
- 12) In any of the above-mentioned circumstances, the EBU remains free to decide whether or not to replace the broadcaster which is disqualified or has withdrawn by another EBU Member if this is still compatible with the schedule for preparing the Contest Final.
- 13) The EBU is the sole rightsholder of the Eurovision Song Contest. Those rights shall be marketed in conjunction with the exclusive marketing agent appointed by the EBU, TEAM Marketing AG (TEAM). The Host Broadcaster and the Participating Broadcasters shall cooperate with the EBU in relation to the designated marketing programme, approved by the Eurovision Song Contest Reference Group.

Section Two: Financing of the Contest

- 1) The cost of financing the production and staging of the Eurovision Song Contest shall be shared by the Host Broadcaster and the Participating Broadcasters.
- 2) Within a pre-established budgetary frame, the final budget shall be proposed by the Host Broadcaster, in consultation with the EBU Executive Supervisor, and approved by the Reference Group by 1 October 2003.
- 3) The contribution of the Participating Broadcasters to the Contest Final shall be 50% of the overall budget.
- 4) All Participating Broadcasters shall be liable to pay their contributions to the EBU 30 days before the Contest Final. 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 pay the totality of the remaining budget of the production of the 2004 Contest Final.
- 6) All expenses incurred by each Participating Broadcaster in relation to its own entry, such as fees, travel, and subsistence costs for the delegation, shall be the full responsibility of that Participating Broadcaster.

Section Three: Sharing of Marketing Revenue

- 1) All Participating Broadcasters acknowledge that any sharing of the marketing revenue between the EBU, the Host Broadcaster and the other Participating Broadcasters shall be subject to a separate arrangement for each year.
- 2) A guaranteed minimum of the 2004 marketing revenue, shall be shared among the Participating Broadcasters to reduce their participation fees.
- 3) The share of the total revenue shall be distributed to Participating Broadcasters during a period between 30 days before and 90 days after the Contest Final, depending on when such revenue is received by the EBU from the marketing partners.
- 4) In consultation with the EBU and TEAM, the host broadcaster shall explore national marketing opportunities in the host country which would not be in conflict with the main international sponsorships or other exclusive arrangements.

Section Four: Marketing (Commercial Exploitation) Rights

All rights to the 2004 Eurovision Song Contest are exclusively owned and managed by the EBU for the benefit of the participating Members and the Host Broadcaster.

Section Five: The Entries

- 1) Each Participating Broadcaster shall enter a national song. The national selection procedure will be decided by each broadcaster as it deems fit.
- 2) The entry (lyrics and music) must not have been commercially released before 1 October 2003.
- 3) The maximum duration of each song is three minutes. Any entry which is longer than three minutes may be disqualified by the EBU after consultation with the Reference Group.
- 4) Each act may consist of a maximum of six people on stage.
- 5) All artists must be aged at least 16 on the day of the Eurovision Song Contest 2004 Contest Qualification Final (12th May 2004.)
- 6) Each artist may compete for only one country in the Contest Final. It is not permissible for any artist to compete on behalf of two or more countries.
- 7) Participating Broadcasters may decide what language their artists may sing in.
- 8) Artists shall perform live on stage, accompanied by a recorded backing-track without vocals of any kind or any vocal imitations. The Host Broadcaster shall verify respect of this rule.

- 9) Artists may make a written request to the Host Broadcaster to have a drum kit, and/or grand piano, available on stage. Such written request must be made at the latest by the Heads of Delegation meeting, March 22 2004.
- 10) Artists may make a written request to the Host Broadcaster, during the Heads of the Delegation meeting, March 22-23 2004, at the latest, to have other instruments and/or stage design elements on stage for decorative purposes. No such instruments on stage shall be connected to a microphone. (Dummy microphones shall be possible). If the request is acceptable to the Host Broadcaster, the latter shall confirm its permission in writing.
- 11) Changes to the lyrics, the name of the artist or group, the title of the song and the language of the song's performance (i.e. all elements that appear in printed material such as brochures, CD covers and booklets) shall be allowed only up until the Heads of Delegation meeting, March 22-23 2004. Any later changes may only be approved by the Host Broadcaster, in consultation with the EBU Executive Supervisor.
- 12) The lyrics and/or performance of the songs shall not bring the Contest Final or the Eurovision Song Contest as such into disrepute.

Section Six: Duties of the Participating Broadcasters

- 1) Each Participating Broadcaster shall ensure that it complies with the Broadcasting Rules (see Section 13) for the Contest Final 2004 and that its entry and artists are in compliance with the rules laid down in Section Five.
- 2) As a condition for participating in the Contest Final, and with the purpose of promoting the Eurovision Song Contest and the participating authors and artists as extensively as possible to an international audience, each Participating Broadcaster must ensure that the songwriter(s), composer(s), artist(s) and any other possible rightowner(s) of the selected song are prepared to grant the following transferable rights (unless permission to use any such rights is obtained from a collecting society):
 - a) **Broadcasting Rights:** These are the worldwide exclusive rights, unlimited in time, to broadcast the performance of the song at the 2004 Contest Final, in the widest sense of the term (the technical method of signal delivery and the form of the signal display, such as large screens or video walls, being irrelevant), covering both live and deferred transmission, in whole or in part, for both private and public reception, and an unlimited number of times. It is understood that the exercise of these rights also allows the live or deferred Internet/wireless transmission of the Contest Final, in whole or in part, or otherwise making-available (on-demand use) of the live performance of the song at the Contest Final, via the Internet and/or wireless technology.
 - b) **Preview Rights:** These are the worldwide exclusive rights to present a video recording of the performance of the song, in whole or in part, on television, or via the Internet or wireless technology, prior to the Contest Final and for two months thereafter.

- c) CD and DVD compilation rights: These are the non-exclusive worldwide rights for incorporating a sound and/or video recording of the selected song and its performance, together with such recordings of all other songs in the Contest Final 2004, into a CD or DVD (or similar carrier) to be released by the EBU Permanent Services, or an appointed third party, on behalf of all broadcasters and artists.

It is understood that such a (studio and/or live) compilation is limited to the performance of the songs at the Contest Final 2004 and shall not prejudice any existing or future record-producing agreement of the artist(s) or other rightowners. Moreover, any Participating Broadcaster may contract with a record company to release a compilation CD/DVD of the national contest. The EBU requires that both the EBU logo, and the Eurovision Song Contest 2004 logo, be featured on any such authorized national compilation and that reference be made to the "Eurovision Song Contest" in English, or translated into the national language.

- d) Extract Rights: These are the exclusive worldwide rights, unlimited in time, for incorporating a sound or video recording of the broadcast performance of the selected song, as part of the 2004 Contest Final, in whole or in part, into any other media services provided by the Participating Broadcasters.
 - e) Lyrics: The song-writer shall not object to free copies and translations of the lyrics, in English and French, being made available at the 2004 Contest Final, for informational use by the EBU, the Host Broadcaster and the Participating Broadcasters, as well as for the information sheet accompanying any compilation CD or DVD.
- 3) Each Participating Broadcaster shall indemnify all other organizations concerned against any claims whatsoever arising from authors, composers, artists, publishers, producers or any other persons or entities in respect of any of the broadcasts or other uses of the songs pursuant to the previous rule.
 - 4) Each Participating Broadcaster must make the best possible effort to promote its national selection process in its national media including promotional trailers for the Eurovision Song Contest 2004 and/or news coverage.
 - 5) Not later than 16 weeks before the Contest Final 2004, each Participating Broadcaster shall establish a national Eurovision Song Contest website for its national selection, or a dedicated page within its main website, establish a link from that website or page to the official website of the Eurovision Song Contest and provide the address of that website or page to the EBU Executive Supervisor, within the limits of any national broadcasting rules and regulations.
 - 6) Each Participating Broadcaster shall appoint a Head of Delegation (HoD) before the HoD meeting on March 22-23 2004, who shall be responsible for all aspects of the national entry, including delivering the material requested by the EBU and the Host Broadcaster in due time, and ensuring that the Rules of the 2004 Eurovision Song Contest are respected.

- 7) The HoD shall attend the Heads of Delegation meeting on March 22-23 2004 and supervise the delegation of his country during the Contest Final. The HoD is the point of contact between the EBU and/or the Host Broadcaster and the other Participating Broadcasters and as such is fully responsible for all aspects of that Member's participation.
- 8) Each Participating Broadcaster shall make available to the Host Broadcaster, at the HoD meeting on March 22-23 2004:
 - a) the signed contract for the compilation CD and/or DVD, together with all the material requested by the record company (DAT, pictures of the artists in hard copy and jpeg lyrics, biographies, etc.)
 - b) A sound recording of its entry and the corresponding backing-track, where applicable.
 - c) A video presentation of the song on stage by the artist(s) participating in the 2004 Contest Final (for internal use by the director, any format therefore being acceptable), clearly showing how it will be performed on stage.
 - d) A video clip of the song, on Digi-beta, Beta SP or SX, to be used as a preview.
 - e) A list of any requirements or requests with respect to instruments, props, etc.
 - f) The lyrics of the song in the language in which it will be sung at the 2004 Contest Final, together with English and French translations (as applicable), for duplication and distribution to the Participating Broadcasters.
 - g) Name, function and contact details of the notary who will verify the results of the national voting.
- 10) Participating Broadcasters shall ensure that their commentators respect the spirit and fairness of the competition. All commentators shall refrain from talking during the performance of the songs, and shall refrain from making any sexist, racist or otherwise unduly discriminatory comments about the artists of other countries. Commentators should also refrain from urging the audience to vote for any given song.
- 11) Each participating broadcaster must control his country's journalist accreditation applications.
- 12) Each Participating Broadcaster shall make a recording of the final dress rehearsal(s) of the 2004 Contest Final in case problems occur with the final transmission(s).
- 13) Each Participating Broadcaster is required to book the circuits for the voting procedure as specified by the EBU Eurovision Operations Department, and to participate in a rehearsal of the voting procedure.

- 14) The Participating Broadcasters shall cooperate with the EBU and the Host Broadcaster with respect to the centralized marketing programme and shall actively promote any such arrangements.

In particular, where requested by the EBU Executive Supervisor and subject to the relevant media laws and regulations, each Participating Broadcaster shall honour any and all sponsorship arrangements, including the broadcasting of billboards, bumpers, stings and branded trailers, etc, for the official marketing partners and suppliers, free of charge, in and around transmissions of the Qualifying Round and Grand Final, and any other international programmes related to the Eurovision Song Contest that may be produced.

The relevant material shall be supplied for broadcast by the marketing partner/supplier, or by TEAM, on behalf of the EBU. This relates to the international Contest only, and not to national selection programmes.

- a) Each Participating Broadcaster shall provide, at the request of the EBU Executive Supervisor, full information on the legal sponsorship and advertising guidelines in its territory which are relevant to the delivery of the various commercial elements of the 2004 Contest Final.
- b) Each Participating Broadcaster shall protect the exclusivity of the marketing partners and must not allow any third party on its territory to associate itself with the Eurovision Song Contest.
- c) Each Participating Broadcaster shall co-operate with the SMS/Televoting marketing partner(s) for the 2004 Contest Final, for all its SMS and televoting activities related to the Contest Final, i.e. both the Qualifying Round and the Grand Final.
- d) Each participating broadcaster able to offer commercial airtime around the Eurovision Song Contest 2004 must reserve its inventory, and offer it on a first refusal basis, to the official marketing partner(s) of the Eurovision Song Contest 2004, up to 90 days before the Eurovision Song Contest 2004 event (May 12 2003). In the ensuing 90 days, in the lead up to the event, the commercial airtime must be offered to the official marketing partner(s), on a first refusal basis, where it remains available. An official ESC marketing partner(s) must never be charged more than any other advertiser for the same inventory.

If the marketing partner/supplier decides not to buy the rights to the commercial airtime, the broadcaster is free to sell it to another company, but only if that company does not conflict with the official marketing partner/suppliers of the Eurovision Song Contest 2004. The advice of the EBU Executive Supervisor must be sought by Participating Broadcasters before any commercial airtime sales agreements are entered into, in order to prevent possible conflicts.

- e) A Participating Broadcaster which does not comply with these obligations for other than legal or regulatory reasons shall be held liable for any reasonable claim to compensate the marketing partner/supplier for the value of the loss of exposure.

- 14) Each Participating Broadcaster shall do its utmost to prevent fraudulent voting in the Eurovision Song Contest 2004. 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 complicitly, in any voting fraud.
- 15) Within two weeks following the Grand Final, each Participating Broadcaster shall provide the EBU Permanent Services with all qualitative and quantitative information on the 2004 Eurovision Song Contest, including:
 - a) viewing figures for the Grand Final, the Qualifying Round (if applicable) and any related 2004 Eurovision Song Contest programmes. If overnight viewing figures are available, they must be supplied to the EBU within 48 hours of the programme.
 - b) an "off-air" VHS recording of the broadcast on its territory within two weeks of the broadcast.

Section Seven: Main Duties of the Host Broadcaster

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

- 1) The EBU Executive Supervisor has the final decision in any disputes between the participating Members and the Host Broadcaster.
- 2) The Host Broadcaster shall, in cooperation with the EBU Executive Supervisor, and by no later than 30 September 2003, present an organizing committee for the Eurovision Song Contest 2004 with appointed persons (names) for all major positions.
- 3) The Host Broadcaster shall ensure that sufficient hotel accommodation (at least 2,000 beds) is available for the Participating Broadcasters' delegations. The hotels must have a range of different price structures. The Host Broadcaster (or the designated travel agent) shall be entitled to ask for 50% pre-payment of the rooms. It must be possible for Participating Broadcasters and press representatives to make such payments by credit card, or invoice and money transfer.
- 4) The Host Broadcaster, in cooperation with the EBU, shall organize a meeting of the Heads of Delegation on March 22-23 2004, with a view to informing the Participating Broadcasters of all planning arrangements for the event.
- 5) At the Heads of Delegation Meeting the Host Broadcaster shall organize a draw for the running order of the Qualifying Round and the Contest Final 2004. At that draw, the places for the 14 guaranteed Participating Broadcasters in the Grand Final shall be announced, while the remaining places, for the first ten Participating Broadcasters in the Qualifying Round, shall be allocated in accordance with the final positions attained in that Round.

- 6) National accreditations will be supervised by the head of delegation and host broadcaster.
Accreditations from non-participating countries will be supervised by the EBU and the Host Broadcaster.
- 7) The Host Broadcaster shall make every effort to meet the requests of Participating Broadcasters in relation to the stage performance of their songs, where feasible and insofar as such requests do not conflict with the creative concept of staging the event.
- 8) The Host Broadcaster shall provide special facilities for visiting broadcasters and visiting rightsholders, including provision for the hiring of ENG crews, studios, space for television vehicles, private cars, etc. All requests for such facilities must be made in writing to the Host Broadcaster by the HoD meeting on March 22-23 2004 at the latest. Any special facilities may be charged for by the Host Broadcaster at EBU-supervised rates. Non-participating members, coming from participating countries, and requesting special facilities at the event, must have the permission of the national Head of Delegation.
- 9) The Host Broadcaster shall ensure the complete production of two live uninterrupted television programmes, each lasting a maximum of three hours, on each Eurovision Song Contest 2004 evening, in accordance with the top-level quality and editorial standards of all Participating Broadcasters. It shall also ensure delivery of the signal incorporating the productions to the Eurovision network.
- 10) The Host Broadcaster shall provide for at least three commercial breaks during the programme on each of the two evenings, for those Participating Broadcasters wishing to use them. Two breaks will be a maximum of one minute and thirty seconds each, once during the performing and once during the voting. The third break (interval act) is expected to run between five and eight minutes. As early as possible, but no later than the HoD meeting on March 22-23 2004, the Host Broadcaster shall inform the Participating Broadcasters of the detailed running order for the programme of each evening, and a detailed rehearsal schedule.
- 11) Product placement and on-screen, overt, or any other form of advertising outside the commercial breaks are prohibited during the live transmission on each evening, with the exception of on-screen identification of (a maximum of two) providers, appointed by the EBU, of the scoreboard computer graphic display and data transmission, all insofar as allowed under national laws or European regulations. The gaps between the performance of the songs may not be used as an opportunity to advertise, but the Host Broadcaster may feature, to a modest degree and in an appropriate manner, products or services customarily used for local tourism, subject to the prior written approval by the EBU.

Section Eight: Duties of the EBU

- 1) The EBU has appointed an Executive Supervisor with direct responsibility for overseeing and guiding all aspects of the financial, organizational, and creative planning and execution of the Eurovision Song Contest 2004. The Executive Supervisor shall work closely with the Host Broadcaster to support all aspects of the national planning and production. The Executive Supervisor and the EBU Head of Live Events shall

both be members of the Reference Group. The duties of that Reference Group are clearly outlined in the document attached entitled: "The Role of the Reference Group."

- 2) The EBU shall be responsible for ensuring the previews are distributed over the Eurovision satellite network at least six weeks before the 2004 Contest Final, and for ensuring the technical quality required for satisfactory delivery of the Eurovision Song Contest programmes to the Participating Broadcasters.
- 3) The EBU shall ensure that the international transmissions for the Qualifying Round and the Grand Final do not breach any national laws. The EBU shall also be responsible for ensuring that Participating Broadcasters grant the necessary sponsorship and advertising exposure to the marketing partners and suppliers.
- 4) The EBU and TEAM, the Eurovision Song Contest exclusive marketing agent, in consultation with the Reference Group, shall be responsible for the marketing of all commercial exploitation rights for the benefit of the Participating Broadcasters and the Host Broadcaster.
- 5) The EBU shall be responsible for all aspects of the branding of the Eurovision Song Contest 2004, and shall bear the cost of this branding. The brand chosen shall be approved by the Eurovision Song Contest Reference Group.
- 6) The EBU shall be responsible for collating the market information of the 2004 Contest Final to help boost the possibilities for pan-European sponsorship of subsequent events.
- 7) The EBU shall create and administer the international website for the 2004 Contest Final and thereafter. The cost of establishing and maintaining the website shall be borne by the EBU.
- 8) The EBU shall be responsible for coordinating all sales of the Eurovision Song Contest 2004 to non-participating Broadcasters, for the financial benefit of Participating Broadcasters and the Host Broadcaster.
- 9) The EBU shall be responsible for the creation of an international highlights programme of the Eurovision Song Contest 2004, to be offered for sale to non-participating broadcasters and others, for the financial benefit of Participating Broadcasters and the Host Broadcaster.
- 10) The EBU shall appoint international monitors to oversee all aspects of the televoting procedure.
- 11) The EBU Executive Supervisor shall be responsible for overseeing the voting operations leading up to the final classification of the winning country, for any decisions required in the course of the voting and for giving any necessary instructions to the presenter(s) and the scoreboard operator(s).
- 12) The EBU shall be responsible for collating all the voting information after the event, and for ensuring that all broadcasters submit the results from their televoting procedure and/or their stand-by juries. All televoting results may be posted on the official Eurovision website. The unused stand-by jury results shall be kept confidential by the EBU.

- 13) The EBU shall be responsible for managing the archive of the Eurovision Song Contest from 2004 onwards.

Section Nine: Voting Procedure for the Qualifying Round and Grand Final

- 1) Tele-voting is obligatory in all countries of the Participating Broadcasters, and non-participating, EBU member, broadcasters transmitting the Qualifier Round and Grand Final. If a request is made before 1 December 2003, the Reference Group may make an exception to the tele-voting rule for countries with a telecommunications reach of less than 80% (and allow for voting by a jury in accordance with the rules below).
- 2) SMS voting may be obligatory in countries where the marketing partner can ensure that all votes charged for, can also be counted, within a given time-frame.
- 3) Participating Broadcasters shall actively promote the tele-voting system within their respective countries and cooperate with the appointed marketing partners of the EBU, in supporting the operation of the system in accordance with EBU instructions.
- 4) Participating Broadcasters shall use the graphics supplied, by the Host Broadcaster, for presenting the televoting system on air, to the public.
- 5) The appointed pan-European televoting partner for the Eurovision Song Contest 2004 is Deutsche Telekom AG. Deutsche Telekom, and its affiliate Digame, will negotiate with each broadcaster individually, regarding the national aggregator for the televoting procedure and the national voting tariffs, taking into account the wishes of each broadcaster. National and broadcaster rules and regulations will be taken into account when the tariffs are set.

If a marketing partner for the tele-voting is not appointed by the EBU, for some or all countries, the relevant broadcasters shall be able to enter into national, individual arrangements for tele-voting, but it will be forbidden for any branding or sponsorship rights to be granted to the relevant service providers. In that case the following guidelines must be followed:

- a) There shall be a fixed voting window of ten minutes, subject to the decision of the Reference Group, with the lines opening and closing at exactly the same time as in all the other countries.
- b) Voters must be excluded from voting for their own country of residence, and this must be made known to the public.
- c) The lines provided to answer 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 telephoning.
- d) In each country the cost of voting or the rate at which calls are charged must be the same for all voters (e.g. the use of a national premium-rate code or other non-geographic code shall ensure this).

- 6) In all countries broadcasting, and therefore voting, in the Qualifying Round and the Grand Final, a stand-by jury shall be created in case of a technical or similar failure in the televoting procedure. Such failure must be notified immediately, during the relevant television programme, to the EBU Executive Supervisor (and the reason must be confirmed by the notary by fax to the EBU Executive Supervisor). The EBU Executive Supervisor shall decide, during the programme, whether the stand-by jury votes may be used.
- 7) In any country where the EBU, in consultation with the Reference Group, makes an exception to the tele-voting rule (as a result of telecommunications penetration being less than 80%) a jury shall be used to determine the national votes for the Qualifying Round and/or Grand Final. The same jury may be used for Wednesday and Saturday.
- 8) The following rules apply to all juries (real or standby):
 - a) The jury shall consist of eight members plus a (non-voting) chairperson. The voting procedure shall be monitored by a notary.
 - b) Each national jury shall sit in its own country in the presence of the notary, whose task it shall be to ensure adherence to the rules below and to collect the completed voting papers and send them to the EBU Permanent Services in Geneva, where they shall be filed in the archives.
 - c) Four members of each national jury must be representatives of the public and nationals of the country; the other four must be music professionals, and also nationals of the country. There should be an equal number of men and women on each jury, and a wide spread of ages.
 - d) Only one of the four music professionals is allowed to be connected with a record company or music publisher.
 - e) The names of the members of the national juries may not be disclosed until the end of the Grand Final.
 - f) Each member of each national jury shall award from one to ten votes to each song, excluding the song presented by the Participating Broadcaster which has appointed him/her. Abstentions shall not be allowed. The members of the national juries shall register their votes for each song as soon as it has been sung, on secret voting papers which shall be collected by the appointed chairperson of the jury.
 - g) The chairperson shall be responsible for counting the votes after each song has been performed, and for allocating points accordingly for the Contest Final results, after the last song has been sung. The chairperson shall allocate 12 points to the song gaining the most votes, 10 points to the song gaining the second highest number of votes, 8 points to the song gaining the third highest number of votes, 7 points to the next, and so on down to 1 point for the song gaining 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 two or more songs tie for the same place, and 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) The results shall be handed to the notary, to be scrutinized and signed, before the notary passes them to the official spokesperson responsible for communicating the jury's final points, when requested to do so by the Host Broadcaster's presenter.
- j) The actual and stand-by juries shall assemble for the final of both the Qualifier Round (if applicable) and the Grand Final. They shall receive the sound and vision sequences of the final dress rehearsal of each song presented. They shall then hold a rehearsal of the voting procedure in accordance with instructions issued by the EBU Permanent Services.

Section Ten: Presentation of the Voting Results

- 1) The points allocated by each country shall be announced in ascending order.
- 2) When called upon to announce the final points allocated, which should be done clearly and distinctly in English or in French, the spokesperson shall first state the name of the country on behalf of which he/she is speaking.
- 3) The order of presentation of the results shall follow the order of appearance of the entries, unless there are urgent reasons to change this.

Section Eleven: Disqualification Procedure and Sanctions

- 1) A song may be disqualified for the following reasons:
 - a) if there is evidence that an artist, a member of the delegation or a spokesperson has not complied with the requests of the Host Broadcaster and/or the EBU Executive Supervisor and may therefore cause disturbance to the event and/or the broadcast production.
 - b) if the artist(s) depart(s) from the planned performance as performed at the final rehearsal, and thereby cause(s) disturbance to the event and/or the broadcast production.
 - c) if a participating organization/artist(s) has in any way attempted to breach the present Rules at any stage of the preparation of the Contest, or is about to do so during the Contest Final itself.
- 2) The decision to enact disqualification is taken by the Reference Group, on the recommendation of the EBU Executive Supervisor. (If the country being disqualified is represented by a member of the Reference Group, he or she shall not be allowed to vote on the decision for disqualification, or take part in the deliberation procedure):
 - a) If the disqualification of a song is decided upon before the HoD meeting on March 22-23 2004, the Participating Broadcaster shall be entitled to propose another song and to submit all related material by the date specified by the reference group.

- b) If disqualification of a song is decided upon after the above-mentioned date, but before the day of the Eurovision Song Contest Qualifying Final, the Participating Broadcaster concerned shall not present its entry but shall remain entitled to vote and liable for its financial contribution. However, time permitting, the Participating Broadcaster shall have the right to appeal against the decision to the Chairman of the EBU Television Committee and, if that person cannot be reached, to the Secretary General of the EBU.

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

- 3) A broadcaster may be sanctioned, and even excluded from subsequent Contest Finals, if it:
 - a) does not comply with the present Rules.
 - b) withdraws from participating in the 2004 Contest Final after 1 December 2003.
 - c) does not submit a fax of its voting results in accordance with the Rules.
- 4) Any sanctions shall be pronounced by the Television Committee, following a recommendation by the Reference Group. Sanctions shall be proportionate to the damage or prejudice caused to the EBU, the Host Broadcaster and/or the organization or the reputation of the Eurovision Song Contest.

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

Section Twelve: The Winner(s) of the 2004 Contest Final

- 1) The winners of the Qualifying Round are the ten countries with the most points at the end of the voting procedure. They each win a place in the Grand Final, performing in the position decided upon in the draw held in March 2004.
- 2) The winner of the Grand Final is the song with the most points at the end of the voting procedure.
- 3) Should there be a tie for first place, the Eurovision title shall be awarded to the song that has obtained points from the highest number of countries. If the songs received votes from the same number of countries, then the highest number of 12-point scores shall qualify. If the winner cannot be determined by this procedure, then the number of times ten points have been awarded shall be the deciding factor; if necessary, this method shall continue until account has been taken of the number of times one point has been awarded. The same method shall be applied if there is a tie for position number 10 in the Qualifying Round.
- 4) Should two or more songs still tie for first place, even after the above calculation, both/all such songs shall share the title of winners of the Eurovision Song Contest.
- 5) The final result shall be announced immediately, and the transmission of the Contest Final shall end with a further performance of the winning song (or songs).

- 6) The top-placed song shall win for the Participating Broadcaster the right for its country to host the Contest Final in 2005, subject to the rules and regulations of the competition.
- 7) Should two or more songs tie for first place, the location of the Contest Final in 2005 shall be subject to agreement between the winning broadcasters, the EBU and the Reference Group.
- 8) The author(s) and artist(s) of the winning song(s) shall receive the Eurovision Song Contest Trophy (or Trophies) for 2004.

Section Thirteen: Broadcasting and other Uses of the Contest Final

- 1) The Contest Final shall be broadcast live in its entirety by every Participating Broadcaster of the Eurovision Song Contest 2004 (including those who do not progress from the Qualifying Round) on a main terrestrial channel. In addition, the Participating Broadcasters may also broadcast the Contest 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), or deferred on a wholly-owned website. Upon request to the EBU, rightsholding broadcasters may also be granted such additional rights.
- 2) Live webcasting of the Contest Final shall be reserved exclusively for the official Eurovision Song Contest website, to which Participating Broadcasters may provide a link on the same evening(s). However the EBU will attempt to make individual broadcaster commentaries available in conjunction with that live stream, through the official website. All previews may also be made available on each Participating Broadcaster's website, in addition to the official website. However, if the sound recording is made available separately from the audiovisual recording, only the use of extracts (of a maximum of 30 seconds per song) is allowed.
- 3) The main title of the event, the Eurovision Song Contest 2004, shall be used by all broadcasters, although a broadcaster may use a translation of this into its national language once that translation has been approved by the EBU Executive Supervisor. If that translation is approved, the English title need not be used. Broadcasters are also entitled to have a minor title under the main title, using the name by which the Contest has been known in recent years.
- 4) All broadcasters shall transmit the EBU logo and the Eurovision Song Contest 2004 logo at the start and at the end of the programme.
- 5) All Participating Broadcasters have the exclusive right, on their territory, to broadcast the Contest Final in its entirety, as many times as desired for 30 days following the Grand Final, including any interval act. In the ensuing eleven months the Participating Broadcasters shall have the right to broadcast the show twice more, subject to continued compliance with these Rules (including the provisions relating to branding and sponsorship/marketing). If any celebrity acts are part of the production, an exclusion of such acts from the above-mentioned rights may have to be made, in which case this shall be notified in writing by the EBU to all Participating Broadcasters.

- 6) All Participating Broadcasters are also entitled to use extracts from the Eurovision Song Contest 2004 during the 12 months following the event for any type of programme and on any medium (including the Internet) as long as no more than two minutes of any song are used and any celebrity acts are excluded. Thereafter, without any limitation in time, these rights are limited to eight minutes' total duration (and no more than two minutes per song) in any of their television programmes.
- 7) Without prejudice to the other rules in this Section, all broadcasting and other media rights to the Eurovision Song Contest 2004 are exclusively owned by the EBU, to be managed centrally by the EBU on behalf of the participating Members. Participating Broadcasters wishing to use the material in their own libraries, free of charge, after 12 months following the Contest Final, may request permission to do so from the EBU.
- 8) The previous rule does not prevent any Participating Broadcaster from invoking any or all rights, and particularly copyright and neighbouring rights, which it enjoys under its national legislation with a view to preventing or prohibiting the unauthorized use of its own broadcast(s) of the Contest Final or any parts of such broadcast(s), such as individual scenes or images, by third parties.
- 9) Any Participating Broadcaster shall be entitled to sell any footage from the Eurovision Song Contest 2004 to any third party within its territory. Any Participating Broadcaster shall not be entitled to sell any footage from the Eurovision Song Contest 2004 to a third party outside its territory. Any breach of this rule may result in the disqualification of its entry from the Contest Final and/or denial of access to the live transmission.
- 10) Non-participating (radio or television) broadcasters, from countries where rights remain available, may purchase the right to broadcast the 2004 Contest Final on their territory upon payment of a rights fee, and may also request the right to send a commentator, and/or a production team, to the event (depending on the facilities available). These sales shall be coordinated by the EBU. Non-participating EBU Members shall have the right of first refusal on their territory.
- 11) Any broadcaster which does not hold any media rights shall be granted, upon request to the EBU, a total of two minutes' news access from the two evenings of the 2004 Contest Final, free of charge for use in regularly-scheduled news bulletins.
- 12) Non-rightsholder broadcasters are not allowed to broadcast any material from the 2004 Contest Final (rehearsals/preparations/finals, etc) without the prior written permission of, and possible payment of a rights fee to, the EBU. Similarly, no commercial or non-commercial entity may use the logo or other distinctive elements of the 2004 Contest Final without the prior written permission of the EBU.
- 13) The official sponsors/suppliers shall have exclusivity in connection with all television broadcasts of the Eurovision Song Contest 2004 on each territory. No other party shall be granted any branding, sponsorship or association rights.
