



THE MALTA  
**EUROVISION**  
SONG CONTEST  
2024

## Rules & Regulations

Public Broadcasting Services



## Introduction

The Malta Eurovision Song Contest (MESC) is the ultimate local television song contest attracting the biggest number of participants, followers and audience. It's popularity spreads across all ages and demographics. It is the song contest that gives the winner the eligibility to participate in the Eurovision Song Contest (ESC).

Eurovision is the network of broadcasters that together organise the ESC. Public Broadcasting Services Ltd (PBS) as the Maltese sole member of the European Broadcasting Union (EBU) is responsible for organising, producing and controlling the MESC and eventually participating in the ESC.

## Definitions

Eurovision Song Contest (the "ESC") is an international coproduction by EBU Members which is carried out under the auspices of the European Broadcasting Union (the "EBU") as part of the television programme exchange known as Eurovision.

Public Broadcasting Services Limited, hereinafter referred to as ("PBS") is the Maltese Public Service Media provider. PBS is the sole local member of the EBU and only PBS has the right to operate and participate in the ESC and use its branding and titles.

The Malta Eurovision Song Contest, referred as "MESC", is the official local song contest referred to as the "Contest" that determines the Maltese representative for the ESC.

"Artist" means singers, groups and bands but does not include dancers and non-musical performers that participate in the MESC.





## 1. Eligibility Criteria

- 1.1. All artists must be of Maltese nationality or have dual citizenship, one of which is Maltese. In the case of a group comprising two or more artists, the lead artist must be of Maltese Nationality or hold dual citizenship, one of which is Maltese. All artists participating in lead roles must be of Maltese Nationality or hold dual citizenship, one of which Maltese.
- 1.2. The previous year's winning artist(s) and/or the last edition's ESC Maltese representative/s may not participate as a performer in the Contest.
- 1.3. All artists must be aged at least sixteen (16) by the 1st May, 2024.
- 1.4. Authors and composers may be of any Nationality.
- 1.5. A copy of the identity card of all participants needs to be submitted with the application.
- 1.6. Late submissions, incomplete submissions or submissions with missing forms, data or information, will be considered void and will neither be processed nor accepted.

## 2. Submissions

- 2.1. Artists may participate with any number of songs up to the selection phase.
- 2.2. Authors and composers are bound to include with their submission a signed declaration stating that the song is original and has not been and / or will not be submitted in an identical or similar form in any other contest whether in Malta or internationally. Songs submitted in an identical or similar form in any other contest, but have not qualified for the first round, may still be submitted. (Songs that do not make it past the selection phase described later, will be released).



- 2.3. Submissions should be done electronically on the link provided during the submission period from the page [eurovision.pbs.mt](https://www.eurovision.pbs.mt). The submission time window is open between the **28th of August, 2023** until the **20th September, 2023**.
- 2.4. The following are required with each submission:
- i. Lyrics: Word Format File – labelled with the song title only and proof read.
  - ii. Track 1: Full version of the original song with vocals in MP3 – labelled with the song title only.
  - iii. Track 2: Backing Track of the original song without vocals in MP3 format in conformity with clauses 3.6.17 to 3.6.20 and Appendix E.
  - iv. Appendix A - Declaration by Artist – Signed Copy in PDF format.
  - v. Copy of the Identity Card of the artists.
  - vi. Appendix B - Declaration by Composer – Signed Copy in PDF format.
  - vii. Appendix C - Declaration by Author – Signed Copy in PDF format.
  - viii. Appendix D - Submission Declaration signed by the Artist, the Composer and the Author.
  - ix. Look and Feel – A preliminary thematic statement labelled with the song title only (**in PDF format**), should describe the theme, philosophy and thoughts of the artist/author and composer when interpreting the song on stage and in the form of a filmed music video, together with a generic look and feel description document. (Document may be a presentation and can include images)
- 2.5. Should any signatory be below the age of 16 at the time of submission, the respective declarations should be accompanied by the consent of the legal guardian.
- 2.6. The Submission fee is being waived and therefore no payments are required.



### 3. The Contest

3.1. The MESC is a television song contest. By its nature it differs from any other type of locally organised festival in the sense that it strictly revolves around a television show. There is a difference between a television show and a televised festival. The emphasis is being made in the sense that the MESC has to be produced as a television show. The executive production of both the show and the contest within, at any stage will remain that of PBS.

3.2. The contest will have the following phases:

- Selection phase
- Semi-final
- Final

3.3. The Submitted Songs

3.3.1. The compositions (lyrics and music) must not have been commercially released before September 2023. In case the composition has been made available to the public, for example, but not limited to, on online video platforms, social networks or (semi-) publicly accessible databanks, the Artist must inform PBS, which shall have the authority to evaluate whether the composition is eligible for participation in the Contest.

3.3.2. The maximum duration of each song is three minutes. Any song/performance which is longer shall not be eligible to participate and may be disqualified in case it fails:

- (i) to submit to PBS a song complying with the requested duration.
- (ii) to (have) perform(ed) on stage, a song complying with the requested duration.





3.3.3. The lyrics and/or performance of the songs shall not bring the Contest and PBS into disrepute. No lyrics, speeches, gestures of a political or similar nature shall be permitted during the Contest. No swearing or other unacceptable language shall be allowed in the lyrics or in the performances of the songs. No messages promoting any organisation, institution, political cause or other, company, brand, products or services shall be allowed in the Contest and within any official Contest premises.

#### 3.4. Selection phase

3.4.1. During the selection phase, all songs will be heard by the panel of professional judges in full playback form and without the presence of the artist.

3.4.2. Whilst an artist may submit any number of songs for the Selection Phase, an artist may only go through with one song to the Semi-final. The song with the highest judges score will be selected, while the others automatically eliminated.

#### 3.5. Semi-Final phase

3.5.1. Songs reaching the Semi-final may be re-mastered. No changes to the melody and lyrics are allowed except with the express consent of PBS who may at its own discretion, and on expert advise, ask applicants to effect changes in melody and / or lyrics.

3.5.2. The artists are required to interpret the songs live during a televised show spread over a number of weeks. The songs will be grouped by means of a draw.

3.5.3. All artists should be live. Backing vocals should be on track. Backing Track must be compliant with the requirements under clauses 3.6.17 to 3.6.20 hereunder.



- 3.5.4. Each interpretation is a one take. No rehearsals are allowed.
- 3.5.5. The interpretation should be without any choreography and props.
- 3.5.6. These performances will be subject to a jury vote and a public vote.
- 3.5.7. The top twelve (12) songs will pass to the Final phase.
- 3.5.8. The songs are announced after the last Semi-Final phase.

### 3.6. Final phase

- 3.6.1. The Final phase consists of a Live-on-tape recording, an artistic music video interpretation of the song and the final special live show which includes both the jury and the public vote.
- 3.6.2. All twelve (12) songs shall be performed Live-on-tape on a special dedicated stage with a recorded Backing Track complying with the requirements listed hereunder.
- 3.6.3. During the recording, the total session time allowed is 60 minutes. During this time, three takes are recorded; one is selected.
- 3.6.4. On-site presence of a decision maker is required. The decision maker must ensure he or she has the proper mandate to make a final decision on the selection of the take or to invite other individual(s) who has / have that mandate.
- 3.6.5. After recording: one of the three takes is selected (within the total session time allowed of 60 minutes) as the Live-on-tape performance to represent the Artist in MESC 2024. The selected take shall include top and tail with announcements



from the Multi Camera Director who shall state which of the three takes has been selected (take 1, 2 or 3);

- 3.6.6. Final sound mixing will be operated by PBS to ensure uniform levels and quality of sound.
- 3.6.7. Each performance may consist of a maximum of six artists on stage.
- 3.6.8. Small props are allowed according to the size of stage, only under the direction of the MESC Production team.
- 3.6.9. The lead singer(s) of the selected song shall perform live on stage only.
- 3.6.10. Eventual vocal support(s) for the Lead Vocal(s) shall perform live, on or off stage, only.
- 3.6.11. All other backing vocal(s) performing vocal harmonies (the "Backing Vocals") may perform either live, on or off stage and/or on a Backing Track, compliant to the requirements under clauses 3.6.17 to 3.6.20 hereafter.
- 3.6.12. Plugging instruments to play live on stage, shall not be allowed.
- 3.6.13. No live animals shall be allowed on stage.
- 3.6.14. The stage performance shall be identical in all the rehearsals and during the recording of the Live-on-tape.
- 3.6.15. Artists having backing vocal roles may participate in different entries. However the production at no time can be held responsible if the backing vocalist happens to have two acts, back-to-back.





3.6.16. These twelve (12) performances will be subject to a jury vote and a public vote.

#### Backing Track - During Live-on-tape recording

3.6.17. The accompanying Backing Track may optionally contain Backing Vocals. However, the Backing Track in question shall not contain (i) Lead Vocals, (ii) Lead Dubs and/or (iii) any other vocals that would have the effect of, or aim at, replacing or unduly assisting the Lead Vocal(s) during the live performance on stage.

3.6.18. In case there are live Backing Vocals, on or off stage, as part of the Act, they shall be mixed with the Backing Track's Backing Vocals (if any).

3.6.19. The Backing Track, original mix and all stems shall be delivered by all Artists by the established date in the schedule and shall be subject to approval by PBS. PBS shall have the right to remove or request the removal from the Backing Track of any Backing Vocals which would have the effect of, or aim at, replacing or unduly assisting the Lead Vocal(s) during the live performance on stage. PBS and the MESC Executive Supervisor shall verify respect for this rule.

3.6.20. Artists who deliver a Backing Track which does not include Backing Vocals acknowledge and accept that the Backing Track may have to be amended and re-edited to include Backing Vocals.



## Music Video

- 3.6.21. PBS will give a grant of 5,000 Euro to the twelve (12) individual Final Songs to produce a professional artistic Music Video in a stipulated time frame. Guidelines will be issued by the MESC Production team.

## Final Night

- 3.6.22. The final night will be organised and televised live by PBS. All the 12 finalists have to be present with a limited number of guests per song. It is highly recommended that the music writers of the song will be present during this Final night.
- 3.6.23. Both the Live-on-tape acts and Music Videos will be shown to the general public.
- 3.6.24. The winner of the Malta Eurovision Song Contest 2024 will be determined by televoting and a judges vote.



## 4. Awards & Prizes

- 4.1. The ultimate prize of the MESC is the prestige that the winning artist will be eligible to represent Malta in the next ESC as per the terms and conditions listed later.
- 4.2. Monetary grants will be given as follows:
  - i. 12 individual finalist songs - 5,000 Euro for each \* produced music video. The said payment shall be paid upon delivery of the music video.
  - ii. Remaining Semi-finalists - 300 Euro each \*
- 4.3. These monetary grants will be handed out to the submitting artist.
- 4.4. PBS will not go into the merit of how the prize will be shared between the artist, author and composer. This should be sorted out between the artists, authors and composers prior to the song submission. PBS should be kept informed at all times of any disputes.
- 4.5. Trophies
  - 4.5.1. Trophies will be given to:
    - The Winner
    - Runner up
    - 2nd Runner up
    - Best Music Video
    - Best New Comer

\* A group of artists will be determined as one entry.





## 5. General Terms & Conditions

- 5.1. Artists bind themselves to abide by any sponsorship agreement that PBS chooses to contract related to the Malta Eurovision Song Contest and the winning Artist.
- 5.2. PBS reserves the right at any time to amend the present regulations or bring them into line with the international regulations. Where appropriate, the participants concerned will be informed. Changes to the Regulations do not give rise to any form of claim on the part of participants.
- 5.3. By participating in the Malta Eurovision Song Contest 2024, each applicant is accepting to be bound by these terms and conditions regulating this participation. All applicants undertake to follow all the contest's regulations and PBS directives. Any breach of these regulations may result in immediate disqualification.
- 5.4. Participants shall follow and execute directions given by the production or its consultants regarding performance, styling and anything relating to the act. The engagement of personal hairdressers, make-up artists and costume designers should not interfere with these directions.
- 5.5. Artist managers and record labels are not allowed to interfere or dictate to the production during the run-up of the contest or beyond the contest in the eventuality of the artist winning the song contest and representing PBS in the ESC. The artist, composer and author guarantee that no agreements of any nature with third parties, such as record labels, event organisers or agencies, hinder the contractual production and use of the work/production, or its performance.
- 5.6. The engagement of marketing personnel, marketing officials, marketing companies or the engagement into some sort of marketing or promotional campaign or activity by the artists to promote themselves, the song, their participation, or in some way to influence the public vote is strictly prohibited. The publication of any social media post, promotion material, interviews or media presence/exposure from the



announcement of the Semi-finalists onwards is also strictly prohibited. Any breach of this clause will lead to automatic disqualification.

- 5.7. Announcements, media posts, social media posts and any marketing content related to the submitted songs, artists and contest can only be made by PBS. Artists can only share the official posts by PBS.
- 5.8. The contestants are reminded that the winning song will be determined by a jury and televoting, and in this regard, PBS highly emphasises that any attempt to influence or alter either the televoting system or any jury will lead to disqualification. PBS is hereby informing all the contestants that it will be monitoring closely the televoting system with the service providers and will automatically disqualify any of the contestants if found in breach in any way whatsoever.
- 5.9. Malta's participation in the Eurovision Song Contest 2024 is regulated by the rules governing the contest as published by the European Broadcasting Union.
- 5.10. All rights to the winning song (rights of use protected under copyright, and related rights) are transferred upon submission to PBS for use, free of charge, in the context of the Eurovision selection process on all vectors (multimedia, radio, TV, CD, DVD, youtube.com, etc.).
- 5.11. The composer(s) and author(s) warrant that they possess in full and in legally valid form, all of the rights (including related rights) that are required for the contractual production and use of the work/production, as well as its performance, and for third-party inputs, from the rights-holders, specifically the exercising artists (studio musicians, etc.), and agree to grant PBS such rights without any condition or proviso whatsoever.
- 5.12. Licensing: All songs submitted to the Contest must be free from all licensing and contractual agreements with third parties.





- 5.13. Rights of Use: PBS will be registering in its name the rights of use, copyright and other related rights pertaining to the songs which qualify to Semi-final phase. The exclusive rights, barring right of use, will be released on all songs except the winning one, within the first week after the final of MESC 2024. Rights of use will be used for the publishing of the clips pertaining to the songs online.
- 5.14. The winning artist(s) shall be managed by PBS from the date of the Malta Eurovision Song Contest 2024 Final, until the end of February 2025, extendable up to end May 2025 should the winning artist(s) win the Eurovision Song Contest 2024.
- 5.15. Each participant, be it artist(s), composer(s) or author(s) shall ensure that all decisions taken by PBS and / or EBU are observed and adhered to. Failure to do so may lead to disqualification and PBS reserves the right to nominate another singer and / or song for participation in the Eurovision Song Contest 2024.
- 5.16. The winning artist(s) may not enter into any personal sponsorship agreement without the prior written consent of the Organisers up to the end of May 2024, extendable for another year (end of May 2025), should the winning artist(s) win the Eurovision Song Contest 2024.
- 5.17. The winning artist is required to honour any sponsorship agreement entered into by PBS for the financing of the preparation and participation of the ESC. Such requirements may be extended till May 2024.
- 5.18. The winning artist agrees to participate in calls requested by PBS which may include interviews, participation in programmes, events and concerts. This requirement extends to May 2025.
- 5.19. All decisions of any kind relating to the winning song and/or Artist shall be at the sole discretion of PBS.





- 5.20. PBS shall finance the participation, flight from Malta (and return) and accommodation, of the artist(s), one of the composers and one of the authors of the song participating in the Eurovision Song Contest 2024. No further remuneration will be given.
- 5.21. PBS reserves the right to engage its own backing vocalists and/or dancers to accompany and participate with the artist(s) in the Eurovision Song Contest 2024.
- 5.22. Should the winning artist(s), without justification, interrupt his/her participation in the Eurovision Song Contest 2024, he/she may be liable to lifetime exclusion from the contest and may be held liable for damages incurred by PBS as a result of his / her actions.
- 5.23. The winning artist(s) is accepting that she/he may be filmed during any performance, as required. Moreover all participating artist agree to any audiovisual coverage as deemed necessary by PBS and give their express consent to PBS to air such audiovisual material on any medium operated by PBS.
- 5.24. All artists are bound to abide and uphold any sponsorship, marketing and merchandising agreements reached by PBS in relation to any phase of the contest.
- 5.25. All artists bind themselves not to participate or perform the submitted song in a similar programme, or on any other medium till end of the Malta Eurovision Contest 2024.
- 5.26. All artists bind themselves not to take part in talk shows, interviews or any other programme dealing with their participation in the contest, be it on television, on radio, on printed media or on the web, unless permission is granted by PBS, until the end of the Malta Eurovision Song Contest 2024.



- 5.27. Artists agree to indemnify PBS for any damages arising from his/her participation in the contest.
- 5.28. Artists are bound to inform PBS of any medical condition which could affect their performance in the Eurovision Song Contest 2024.
- 5.29. PBS retains the right to terminate at will the participation of any artist(s) in the song contest should there be serious and grave reasons that merit such disqualification. In case of such a disqualification PBS will inform artist(s) in writing.
- 5.30. Should the Maltese entry fail to qualify for the Eurovision Song Contest 2024 Final, PBS may decide to ask the Maltese delegation to return to Malta earlier than the prior established date of return.
- 5.31. PBS accepts no financial liability or obligation whatsoever to performers, authors and composers, in connection with the participation in the selection process or the Eurovision Song Contest.
- 5.32. All decisions taken by PBS during all the stages, including during the period up to the eventual participation of the winning song and/or Artist in the Eurovision Song Contest 2024, are final, binding and non-appealable.

## 6. Changes

- 6.1. PBS reserves the right at its sole discretion to add, reduce, alter and make amendments to these rules and terms and conditions at any stage of the contest as it deems fit. PBS will inform any party that may be affected with the decision at the earliest possible.



## 7. Data Protection

- 7.1. Data Protection - PBS is committed to protecting the privacy and security of your personal information.
- 7.2. PBS collects and uses personal information in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act (Cap 440).





## Schedule

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|-------------------------------------|---------------------|
| Publishing of Regulations MESC 2024 | 21st August 2023    |
| Opening of submissions              | 28th August 2023    |
| Submissions deadline                | 20th September 2023 |
| Announcement of Semi-finalists      | October 2023        |
| Draws of Semi-finalists             | October 2023        |
| Production meetings                 | October 2023        |
| Deadline for remastering            | October 2023        |
| Recordings for Live-on-tape         | December 2023       |
| Grand Final MESC                    | January 2024        |
| Submission of Song to ESC           | March 2024          |
| ESC Production                      | Feb – May 2024      |
| ESC Final                           | May 2024            |