

RULES FOR THE SONG CONTEST 2023 "WE GO AGAIN! NATIONAL EUROVISION SELECTION"

I. TERMS

1. **Television programme "We Go Again! National Eurovision Selection"** is a contest of new songs (further referred to as the Contest) hosted by PI Lithuanian National Radio and Television (LRT). The Contest is aimed at selecting the best song to represent Lithuania at the international Eurovision Song Contest, which will take place in May 2023 in the United Kingdom.
2. **Participant(s)** (further referred to as Participant(s)):
 - a. **Artist(s)** – a person or a group of persons (band) from all over Lithuania who have submitted an application to LRT by **12 December 2022**, to participate in the Contest, including a demo version of the song.
 - b. **Author** – a person or a group of persons (band) who have submitted a new 3-minute length song by **12 December 2022**, not commercially released or publicly performed, selected and included in the Contest program by the Host Broadcaster.
3. **Host Broadcaster of the Contest** – PI Lithuanian National Radio and Television (further referred to as LRT), on behalf of which the authorised persons act.

II. REQUIREMENTS FOR THE PARTICIPANTS

a. ARTISTS

4. Only the citizens¹ of the Republic of Lithuania having submitted an application to participate in the Contest by **12 December 2022**, including a demo version of the song, can participate in the Contest. The Participants can enter the Contest as solo artists or bands. One Participant can enter with only one song (this rule applies even if one song is performed solo and the other one with a band).

5. All the basic rules of the international Eurovision Song Contest **apply** for the Contest (all artists must be aged at least 16 on the day of the National Selection; no more than 6 artists can perform on stage; the artists are not allowed to take animals (cats, dogs, etc.) on stage; the artist shall perform live on stage, accompanied by recorded backing track, however, other backing vocals may be recorded on the backing track, except:

- a. the main vocal(s) of the artist(s);
- b. The main vocal(s) of the backing vocal(s);
- c. any other vocal(s) that would affect the main vocal(s) and/or seek to replace the main vocal(s) and/or would unreasonably help to the main vocal(s) during a live performance on stage;
- d. performers whose voices are not on the backing track cannot imitate singing with microphones.

In the event that live Backing Vocals are part of a performance, on or behind the stage, they will be mixed with the recorded Backing Vocals (if any). The main music track/backing track must be presented to the Host Broadcaster of the international Eurovision Song Contest no later than 09 March 2023. The Host Broadcaster of the contest has the right to request to change the main music track/backing track in case it does not meet the requirements set out in the rules of the current Eurovision Song Contest.

¹ The Host Broadcaster of the Contest has the right to make a decision to allow persons without Lithuanian citizenship to participate in the Contest.

If the main music track/backing track is submitted without backing vocals, the Host Broadcaster of the Contest may have to amend it to include backing vocals in case certain circumstances affecting the organisation of the Contest become apparent (e.g. travel and flight restrictions due to pandemic, limitations on the number of people who can appear on stage, etc.).

6. The artist(s) may indicate the song they wish to perform in the Contest to the Host Broadcaster together with the Application or select from the list of songs submitted to the Contest.

7. Host Broadcaster of the Contest will take into account an artist's wish to perform a specific song. If the Artist has acquired the exclusive right to perform a specific song, this right remains with them as long as they participate in the Contest. For further use of the song in the Contest, the Host Broadcaster must contact the author of the song, the holder of the song's intellectual property rights or the association for collective administration of copyright. On having acquired the consent of the author, property rights holder or the association for collective administration of copyright, the song may be performed by other Participants participating in the national selection.

8. The Participants (artists) undertake to grant to LRT the exclusive performers' property rights provided for in Article 53 of the Law on Copyright and Related Rights of the Republic of Lithuania free of charge in regards to performing a song in the Contest, i.e., to broadcast and publicise an unrecorded performance, to record an unrecorded performance; to reproduce the recorded performance; to make a recording of the performance available to the public, by wired or wireless means, to promote the recording of the performance or its copies thereof by selling, renting, lending or otherwise transferring ownership or control, and importing and exporting them. Such transfer of rights is compulsory in order to properly implement the obligations assumed by the Host Broadcaster and does not restrict the artist's right to receive remuneration for the use of rights. This clause is compliant with the provisions of the international Eurovision Song Contest organised by EBU.

9. Participants eliminated from further participation in the Contest, at the Host Broadcaster's request, are obliged to attend the Contest rehearsals and broadcasts and to perform the Competition songs in the off Contest framework. This obligation is valid for the artist until the start of the broadcast of the Contest Final.

b. AUTHORS

10. Contest is open to Lithuanian or foreign authors or groups of authors who have completed the application form and submitted a song complying with the provisions of the international Eurovision Song Contest organised by the EBU. The song must be a new piece of music with lyrics, lasting no more than 3 minutes in length, not released in any of the formats known to date until **01 September 2022** and not performed in public anywhere, and selected by the Host Broadcaster to participate in the Contest.

11. By filling in the Contest application and submitting the song, the author is fully responsible for the authorship of the song and guarantees that the song is not included in the Eurovision Song Contest of another country.

12. When submitting the application and the song, the author may designate an artist who would perform the author's song on a priority basis. The Host Broadcaster will take into account the author's request for the artist but reserves the right to unilaterally decide which artist will perform the song, and the author, when submitting the application to the Competition, undertakes not to object to such decision of the Host Broadcaster.

13. If the author or the holder of the property rights of a song has granted the exclusive right to perform the song to a particular artist, this right shall remain with them until the artist drops out of the Competition. For further use of the song in the Contest, the Host Broadcaster must contact the author of the song, the holder of the song's intellectual property rights or the association for collective administration of copyright. On having acquired the consent of the author, property rights holder or the association for collective administration of copyright, the song may be performed by other Participants participating in the national selection. If such a song enters the final of the Contest, the author of the song, the holder of the rights to the song or the association for collective administration of copyright agrees that the song will be performed by all participants in the final.

14. The Participants (authors) of the competition undertake to grant LRT, free of charge, the exclusive property rights provided for in Article 15 of the Law on Copyright and Related

Rights of the Republic of Lithuania to the song, i.e.: to reproduce the song in any format; to release the song; to adapt, arrange, stage or remake the song; to distribute the original or copies of the song by selling, renting, lending or otherwise transferring ownership or control, as well as by importing, exporting; to publicly display the original or copies of the song; to perform the song in public by any means; to broadcast and otherwise make the song available to the public, including making it available to the public via computer networks (the Internet). Such transfer of rights is compulsory in order to properly implement the obligations assumed by the Host Broadcaster and does not restrict the author's right to receive remuneration for the use of rights.

III. ORGANISATION OF THE CONTEST

15. LRT allocates a maximum of EUR 1,500 to each Participant (song) after deducting the fees established by the laws of the Republic of Lithuania, which will be used only for: production of the backing track of the contest song (EUR 1,000 after deducting the taxes established by the laws of the Republic of Lithuania) and creating a stage image (EUR 500 after deducting the taxes established by the laws of the Republic of Lithuania). LRT reserves the right to control the use of the allocated amount, i.e., the Participants must justify the appropriateness of the expenditure. If necessary, LRT may offer the Participants professionals in the required field and qualification and directly pay the costs of the backing track production and creation of the stage image. If the services are provided by a legal or natural person registered as a VAT payer, the VAT established by the laws of the Republic of Lithuania is added to the allocated amount. This amount allocated by LRT cannot be used as royalties to the songwriters.

16. The Contest consists of 2 (two) selection rounds, 2 (two) semi-finals and a Final. The Host Broadcaster undertakes to inform the Participants about the time of the performance in the Contest recording/broadcast to the phone number indicated in the Participant's application no later than 2 (two) calendar days before the recording/broadcast of the selection round of the Contest or the final in which the participant will perform.

17. The place and time of the selection rounds, semi-finals and finals, as well as the rehearsals and support concert for the winner, are determined by the Host Broadcaster.

18. Participants are required to participate in the rehearsals and recordings of the selection rounds. The artists who make it to the final must participate in the rehearsal and live broadcast of the final concert of the Contest. The Host Broadcaster informs the Participants about their time in accordance with the procedure set forth in Clause 17 of the Rules.

19. If the artist(s) does not come to the rehearsals, recordings or broadcast of the Contest selection rounds and final concerts on time and does not provide documents proving the important reason (illness (medical fact must be confirmed by a medical expert appointed by LRT), loss of a relative, etc.), LRT has the right to exclude the artist from the Contest and impose a fine of EUR 2,000. If the Winning Artist, for whatever reason, refuses to go to the international Eurovision Song Contest, which will take place in May 2023 in the United Kingdom, or refuses to perform a song in the international Eurovision Song Contest, LRT has the right to demand that the Winning Artist pays LRT a fine of EUR 5,000 and compensates all losses incurred by LRT for such negligence, including, but not limited to, the fine that LRT will have to pay to the organisers of the international Eurovision Song Contest for refusing to perform a song at the Contest; the costs of travel to and from the United Kingdom and the costs of accommodation in the United Kingdom for the Winning Artist and the persons accompanying them to and from the Eurovision Song Contest, the travel expenses of the LRT employee accompanying the Winning Artist (daily allowance paid to the LRT employee, travel, accommodation, travel insurance, and other expenses actually incurred by the LRT employee on the trip). If the Winning Artist, for whatever reason, refuses to take part in the Eurovision Song Contest in the United Kingdom in May 2023, the Jury will decide which of the finalists will take part in the Eurovision Song Contest.

The Winner of the selection for the international Eurovision Song Contest, scheduled for May 2023 in the United Kingdom, understands and agrees that without the knowledge and consent of LRT they may not enter into any agreements with other media and sponsors and assume any advertising or other obligations contrary to the provisions and interests of LRT.

20. By 20 December 2022, a jury set up by the Host Broadcaster shall select at least

20 songs from the submitted songs to be further selected for the Contest. The Host Broadcaster will inform the authors of the selected songs about their selection for participation in the Contest. The songs will also be published on the website of the Host Broadcaster.

21. An artist can withdraw the submitted application for the Contest without financial consequences until 31 December 2022.

22. The final dates of the filming and broadcasting of the concerts will be announced on the LRT television broadcast after the selection of all the Participants and songs.

23. Participants, who have taken 1–5 places in the selection are committed to participating in the support concert of the Winning Artist.

24. Artists who do not attend the rehearsal of the Contest Final concert and/or its broadcast lose the right to be elected the winners of the Contest, regardless of the reasons for their absence.

25. Host Broadcaster has the right, but not the obligation, to award a drop-out artist an opportunity to return to the Contest.

IV. VOTING PROCEDURE AND DISTRIBUTION OF FUNDS RECEIVED DURING THE TELEVOTING

26. The voting is carried in two lines – the audience and the Jury voting.

27. Audience voting begins with the first program. During each show, the audience votes for the artists by calling or texting the phone numbers indicated by the Host Broadcaster. The audience vote is announced by the end of each show – the artist with the greatest number of votes gets 12 points, 2nd place – 10 points, 3rd place – 8 points, 4th place – 7 points, 5th place – 6 points, 6th place – 5 points, 7th place – 4 points, 8th place – 3 points, 9th place – 2 points, 10th place – 1 point. The results of the audience voting are announced only at the end of the program.

28. Jury voting begins with the first program. During each show, the Jury votes for all the artists who performed in the show. The members of the Jury do not comment on the performances, nor is the vote of each member of the Jury made public. By the end of each show, the Jury vote is announced, e.g., the performer with the greatest number of votes gets 12 points, 2nd place – 10 points, 3rd place – 8 points, 4th place – 7 points, 5th place – 6 points, 6th place – 5 points, 7th place – 4 points, 8th place – 3 points, 9th place – 2 points, 10th place – 1 point. The Jury members cannot award the same points to artists/songs.

29. The Audit Firm supervises the whole voting procedure.

30. After summing up the voting results of the audience and Jury, following the procedure as set out in Clauses 27 and 28, the Winning Artist is announced, and the artist with the lowest number of points is eliminated from the Contest. If the artists receive an equal amount of points in the selection round, the artist who has received more points from the Jury is announced the winner of the show.

31. If the Host Broadcaster is in reasonable doubt that the audience vote is unfair, e.g., carried out by means of using computer programmes, voting from numbers that are not assigned to a particular user, voting in an organised manner, etc., the Host Broadcaster has the right to cancel such voting results and eliminate the artist and/or the song that was voted unfairly.

32. Share of funds received from the audience calls and SMS falling to the Host Broadcaster is to be designated for the Winning Artist's preparation in representing Lithuania at the international Eurovision Song Contest, which will take place in May 2023 in the United Kingdom.

V. PERSONAL DATA PROTECTION

33. The following personal data of the author and artists are collected during the LRT Contest:

33.1. names and surnames of the author and artists;

33.2. year of birth;

33.3. place of birth;

33.4. biographical data;

33.5. copy of a passport or identity card;

33.6. picture of a person;

33.7. telephone number;

33.8. signature.

34. The personal data of the author and artists specified in Clause 33 of the Rules will be processed for the purpose of selecting the best song to represent Lithuania in the international Eurovision Song Contest.

35. Personal data referred to in Clause 33 of the Rules are collected and processed on the basis of consent (Article 6 (1) (b) of the Regulation), as well as for the performance of a contract to which the data subject is a party or for the purpose of taking action at the request of the data subject prior to the conclusion of the contract (Article 6 (1) (b) of the Regulation).

36. The data subject shall provide this data at the time of concluding the contract (before concluding the contract) or during the performance of the contract.

37. Expected terms of storage and deletion of personal data:

37.1. The data retention period is the period during which the Contest is organised and 6 months after the end of the Eurovision Song Contest, after which it is automatically destroyed;

38. Personal data of data subjects may be provided to the following data recipients:

38.1 the Host Broadcaster of the international Eurovision Song Contest.

39. The organisational and technical measures applicable to the exercise of the data subject's rights and the processing of personal data are provided for in the **Privacy Policy**.

VI. RESPONSIBILITY

40. No publication of information about a Participant, if the relevant information was provided by the Participant themselves or by a person authorised to represent them, shall not be considered a violation of the privacy of a person. The Participant's presence at the recording sessions and broadcasts of the Contest shall be understood as their assent to publish information about their private life unless the Participant indicates in the application which facts of their private life may not be made public.

41. LRT shall not be liable for infringements of copyright and related rights and/or other rights committed by the Participants during the 2023 international Eurovision Song Contest in the United Kingdom.

42. In the event that the winning song is a work of a foreign author, LRT is not responsible for the arrival/stay/return of the author to/from the international Eurovision Song Contest.

43. LRT is not responsible for the dissemination of information that does not correspond to reality and degrades the honour and dignity of a person or the business reputation of a legal person if such information is disseminated by the participants.

44. All disputes, claims and/or actions arising from breaches of these Rules by Participants shall be settled by the Participants themselves, without involving LRT. In the event that LRT is found by a court to be a proper defendant in proceedings in respect of these infringements, and LRT litigates the proceedings in court in the same manner as it would litigate any of its own proceedings, LRT is entitled to recover from the participant the full amount of any damages (including attorney's fees) it incurs in relation to the relevant proceedings.

45. Participants are fully liable for any other unlawful acts of theirs which violate public order, the interests of minors, or any other legal rights protected by the legislation of the Republic of Lithuania.

46. Participants are subject to extremely high ethical and moral standards. Any conduct or position of the Participant(s) that may directly and/or indirectly support and/or incite hatred and discrimination, violate fundamental human rights or support a policy or regime that violates human rights is incompatible with the values of the international Eurovision Song Contest and the participation of the Participant(s) in the national selection.

47. Participants who have committed a respective violation of these Rules undertake to compensate the losses incurred by LRT as a result of such violation and, depending on the gravity of the violation, may be excluded from the Contest and/or be subject to a one-time fine of EUR 2,000.

48. LRT and the Participants are responsible for the proper implementation of these Rules.

49. LRT reserves the right to change these Rules if necessary.

50. The exact dates and place of the international Eurovision Song Contest will be announced later.

**AUTHOR'S APPLICATION
FOR EUROVISION 2023**

1. Name, surname, year of birth, place of birth:

2. Short biography of the author:

3. Information about the piece of work provided to the Song Contest 2023 "We Go Again!
National Eurovision Selection" (hereinafter referred to as the Contest):
 - a. title and duration of the piece of work
.....
 - b. author(s) of music
.....
 - c. author(s) of lyrics
.....
4. By signing and submitting this application to the Host Broadcaster, I declare that:
 - (a) *I am acquainted with the Rules and TV format of the 2023 Song Contest "We Go Again! National Eurovision Selection" (hereinafter referred to as the Eurovision Rules), with the international rules of the Eurovision Song Contest and I undertake to comply with them;*
 - (b) *the submitted piece of work complies with all the requirements of the Eurovision Rules, the piece of work is not restricted in any way by third parties and I ensure that I have the full legal authority to submit this piece of work to the Contest;*
 - (c) *I undertake to provide the necessary personal information to the Host Broadcaster, upon request;*
 - (d) *choose one of the options:*
 - I agree that the piece of work may be performed by the artist(s) appointed by the Host Broadcaster; name, surname, signature*
 - I agree that the piece of work may be performed by the artist(s) appointed by the Host Broadcaster only if the artist selected by the author drops out of the contest; name, surname, signature*
 - (e) *I agree that the piece of work may be adapted, arranged, staged or otherwise reworked;*
 - (f) *the piece of work does not participate in the national selections of other countries;*
 - (g) *in case of success (after selecting the piece of work as the winner of the Contest) the author undertakes to conclude a license agreement for the piece of work with the publisher designated by the Host Broadcaster of the international Eurovision Song Competition.*
 - (h) *The Host Broadcaster is the data controller of the Participants. By participating in the Contest, the Participants express their consent to the Host Broadcaster to process the data for the purposes of organising and conducting the Contest.*
 - (j) *The Participant confirms that by submitting the application they are acquainted with and agrees with the LRT Privacy Policy.*

ATTACHMENT. Photo of the author (in .jpeg format).

Name, surname
Phone number (required) Signature
Send to eurovizija@lrt.lt by 12 December 2022.

**ARTIST'S APPLICATION
FOR EUROVISION 2023**

1. Name, surname, year of birth, place of birth (information for group members is provided separately):

2. Short biography of the artist:

3. The stage name you want to be called during the selection (not to be changed afterwards, to be filled in if you use one)

4. By signing and submitting this application to the Host Broadcaster of the song contest 2023 "We Go Again! National Eurovision Selection" (further referred to as the Contest), I declare that:

(a) I am acquainted with the Rules and TV format of the 2023 Song Contest "We Go Again! National Eurovision Selection" (hereinafter referred to as the Eurovision Rules), with the international rules of the Eurovision Song Contest and I undertake to comply with them;

(b) I undertake to provide the necessary personal information to the Host Broadcaster upon request;

(c) I agree to cooperate with the Host Broadcaster regarding the piece of work to be performed in the Contest and I agree that the Host Broadcaster has a casting vote on the piece of work selected for the performance and stage decisions;

(d) I undertake not to violate the rights of third parties and to observe the norms of conduct accepted in the society and the laws of the Republic of Lithuania during the Contest.

The Host Broadcaster is the data controller of the Participants. By participating in the Contest, the Participants express their consent to the Host Broadcaster to process the data for the purposes of organising and conducting the Contest. The Participant confirms that by submitting the application they are acquainted with and agrees with the LRT Privacy Policy.

The **artists** who enter the semi-finals of the Contest sign a preliminary contract of the **winner** of the selection with the Host Broadcaster.

If the performer does not win the Contest, the preliminary contract becomes invalid. In case of winning, the **Host Broadcaster** of the Contest concludes the main agreement with the **artist** for participation in the international Eurovision Song Contest, which will take place in May 2023 in the United Kingdom.

ATTACHMENT. Photo of the artist (in .jpeg format).

Name, surname

Phone number (required)

Send to eurovizija@lrt.lt by 12 December 2022.

Signature