

Invitation to Submit Songs for *Eurovision – Australia Decides*, the selection show for Australia’s entry to the Eurovision Song Contest 2019

SBS and production partner, Blink TV, are excited to be holding the first ever Eurovision Song Contest selection show for Australia, referred to as *Eurovision - Australia Decides (Show)*. We are inviting composers and songwriters to submit songs for the selection process.

Eurovision - Australia Decides is being produced by Blink TV Production Pty Ltd (**Blink**) on behalf of the Special Broadcasting Service Corporation Australia (**SBS**) (and includes Blink’s and SBS’s licensees, successors and assigns) (together **Producers**).

SBS holds the license for Australia’s participation in the Eurovision Song Contest (**ESC**), which is owned and produced by the European Broadcasting Union (**EBU**).

Summary of Key Terms and Criteria - Please also ensure the full Terms & Conditions are read in full.

- **Song must:**
 - **be an original work;**
 - **have a duration no longer than 3 minutes and a minimum of 2 minutes;**
 - **not have been made publicly available;**
 - **include vocals;**
 - **be submitted on or between 14 October 2018 and 4 November 2018.**

- **Composer(s)/Songwriter(s)**
 - **must be Australian citizens or Permanent Residents;**
 - **can be published or unpublished;**
 - **must agree to grant all rights necessary for the song to be used in the Show and ESC.**

- **By submitting a song, Terms & Conditions of entry are agreed to.**

Terms & Conditions for Eurovision - Australia Decides

A. Song Submission Details

Songs must be submitted via the online portal, which opens for submissions at 8:00am on Sunday 14 October 2018 and closes at 11:59pm on 4 November 2018. All times are AEDT (Australian Eastern Daylight Time).

Submitters must complete and upload:

1. Submission form;
2. The song as an mp3 file, with a maximum file size of 10 MB.

NOTE: The songs can be demos and do not need to be fully arranged and produced.

By uploading your submission, you agree to the Terms & Conditions of the Eurovision - Australia Decides and accept that your entry will be subject to the European Broadcasting Union's Rules for Eurovision Song Contest 2019 should it be selected for the Show.

1. The Show

Eurovision - Australia Decides is a national televised event comprising of a jury show, which has a live audience but is not broadcast (**Jury Show**), and a live TV show (**Live Show**).

2. Song Eligibility

- 2.1 Original work: The person entering the song submission warrants that the song is an original work and does not infringe the rights of any third party.
- 2.2 Duration: Only songs longer than two (2.00) minutes but no longer than three (3.00) minutes may be submitted. A song falling either side of this duration may remain in the selection process on condition that the Producers deem it possible to rearrange the song to the accepted length, and that the composer(s)/songwriter(s) consent to this and execution of the required modification.
- 2.3 No publication: Only songs that have not previously been made publicly available – be it through public transmission, performance, publication, distribution or otherwise – may be submitted.
- 2.4 The requirement against previous publication/distribution precludes the release of either the tune or the lyrics to the public in any way or format via any media.
- 2.5 Vocals: Songs must include vocals, sung or spoken. Wholly instrumental entries will not be accepted.
- 2.6 Language: Songs must be submitted in English or an Aboriginal and Torres Strait Islander language.
- 2.7 Song lyrics must not contain political messages, inappropriate language or commercial references.
- 2.8 The Producers retain the right to disqualify entries with any elements which might be considered offensive and/or might risk being barred from competing in the ESC.

3. Composer/songwriter Eligibility

- 3.1 The majority of composers/songwriters of a song must be Australian Citizens or Permanent Residents of Australia (see 'Collaboration' below).
- 3.2 Composers/songwriters can be either published or unpublished to submit a song.
- 3.3 Published: Composers/songwriters who are published must state an ISRC code of a previously published work where indicated on the form and tick the 'Published' box.
- 3.4 Unpublished: Composer/songwriters who are unpublished (i.e. who have not already had a musical work published) must tick the 'Unpublished' box.
- 3.5 Number of submissions: Composer(s)/songwriter(s) both published and unpublished can submit more than one song.
- 3.6 Collaborations: If a song has composer(s)/songwriter(s) who are not Australian citizens and/or Permanent Residents, a collaboration is permitted only if the majority of composers/songwriters are Australian citizens or Permanent Residents.
- 3.7 Employees of SBS, Blink TV, the EBU or people connected with the Show or their immediate family members, are not eligible to submit a song.

4. Song Selection Process

- 4.1 The songs for *Eurovision - Australia Decides* will be selected by the Producers. Entries will come from song submissions, as well works created by composers/songwriters that the Producers have invited.
- 4.2 All song submissions will be entered and considered via the submission process set out in these Terms and Conditions.
- 4.3 Top 20 Shortlist: The Producers will choose an initial shortlist of Top 20 songs which will be considered further for selection in the Top 10 Final Songs. The composers/songwriters of the Top 20 songs will be notified in writing by email.
- 4.4 Top 10 Final Songs: The Producers will then select ten songs for arrangement, recording, public release and performance at the Show at the Producers' discretion.
- 4.5 The Producers will notify composers/songwriters if their song has not made the Top 20 Shortlist or Top 10 Final Songs.
- 4.6 The song which will represent Australia at Eurovision Song Contest 2019 will be ultimately decided by public and jury vote.

5. Release

- 5.1 Until the Producers have confirmed the songs in the Top 20 Shortlist, composers/songwriters may not release, perform or otherwise make publicly available the song submitted.
- 5.2 Once the Producers have notified composer/songwriters that their song has not been shortlisted in the Top 20, the Producers renounce any control or claim on the song and composers/songwriters are free to use their song as they wish.

5.3 Withdrawal: A composer/songwriter who has submitted a song may withdraw their song from consideration by notifying the Producers before 11:59pm AEDT on 4 November 2018.

6. Rights

6.1 The composer/songwriters warrant that they own the rights in the song and are authorised to grant any rights required to use the song for the Show and ESC.

6.2 By submitting a song, and in consideration of the Producers providing the opportunity to take part in the Show and ESC, the composers/songwriters of the song:

- (a) agree to grant the Producers a licence for all rights necessary to the song as required by the EBU for the ESC in the event their song is selected for the Top 10. These rights include but are not limited to: worldwide broadcasting rights; public performance rights; audio/visual rights for CD/DVD and digital releases; extract rights; right to make copies of lyrics;
- (b) grant permission for no fee to the Producers to use the song for the purpose of promoting the Show, the ESC, the Producers, on any media, throughout the world in perpetuity.

7. Staging and Artists

7.1 Show Structure: The Producers are responsible for all decisions regarding the structure and design of the Show (including but not limited to selection process, number of songs and voting procedure) and on the staging for TV of the selected songs (including but not limited to issues relating to instruments and any other stage props).

7.2 A maximum of six persons may take part in the performance of a song in the Show.

7.3 Artists: The Producers shall decide which artist or artists will perform the selected songs in the Show. For the avoidance of doubt, the artist or artists who perform the song in the Show and at the ESC 2019 may not be the artist who performs the song in the submission.

7.4 The Producers shall consult with the composer/songwriters about the artists and will consider any views in good faith, but the final decision is that of the Producers. If there are any irreconcilable differences of opinion as to who the artist should be, the Producers are entitled to disqualify the song and replace it with another.

8. Voting and Winner

8.1 Jury Vote: During the Jury Show, a jury appointed by the Producers will vote for the song they want to represent Australia at the ESC 2019. The jury votes make up 50% of the overall vote.

8.2 Public Vote: During the Live Show, the public can vote for the song they want to represent Australia at the ESC 2019. The public votes make up 50% of the overall vote.

8.3 Subject to these terms and conditions and any other factor the Producers deem relevant, the song that receives the most votes overall will go on to represent Australia in the ESC 2019, produced by the European Broadcasting Union (EBU).

9. Other Terms

9.1 Commitments: The composers/songwriters whose songs are selected in the Top 10 undertake to participate in the following activities, should the Producers so wish, without any compensation other than reimbursement for travel, accommodation and out-of-pocket expenses where necessary:

- (a) Media conferences as required;

- (b) Pre-recorded interviews;
 - (c) Other media interviews and social media engagement;
 - (d) Attendance at rehearsals and any required performances including the Jury Show and Live Show if song qualifies and subject to their attendance being required.
- 9.2 Breach: Should a submitted entry or a composer/songwriter, artist or their representative breach these terms and conditions in any way, the Producers reserve the right to disqualify the entry and on so doing to wholly or partly refuse any form of compensation or payment, and to recover any compensation or payment already disbursed.
- 9.3 In the event of a breach of the terms and conditions covering publication and the contest itself by a composer/songwriter, contracted artist or their representative, the person or persons in breach of the rules shall individually or together and in relation to their complicity meet any demands of the injured party and discharge the Producers from liability for all damages.
- 9.4 Cancellation/Postponement: Entrants acknowledge that the Show may be postponed or cancelled at the Producers' discretion and for reasons, including but not limited to *force majeure* (for example, but not limited to natural disasters, acts of war, cyberattacks, flood, fire, failure of public or event utilities, decision of any regulatory authority or other authority) or any other act or event beyond the reasonable control of the Producers.
- 9.5 Except for any liability that cannot be excluded by law, the Producers (including their officers, employees and agents) exclude all liability (including negligence), for any personal or permanent injury or loss of life; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the entrant's participation in the Show or this submission process (including technical failure in submitting an entry) or in the event the Show is cancelled, postponed or only partially held.
- 9.6 The Producers reserve the right to amend any of these terms and conditions if necessary.
- 9.7 All details of the submissions will be used and preserved in accordance with the Australian Privacy Principles and the SBS Privacy Policy. A request to access, update or correct any information should be directed to the Producers.
- 9.8 These terms and conditions are governed by the laws of News South Wales.