



The Malta  
Eurovision Song Contest  
2023

# Regulations

# The Malta Eurovision Song Contest 2023

## 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 organize the ESC. The Public Broadcasting Services Ltd (PBS) as the Maltese sole member of the European Broadcasting Union (EBU) is responsible to organize, produce and control the MESC and eventually participate 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.

# Terms and Conditions

## 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 role 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, 2023.
- 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 first eliminatory 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. (Song that do not make it past the Eliminatory Phase described later will be released).
- 2.3. Submissions should be done electronically on the link provided during the submission period from the page [www.eurovision.pbs.mt](http://www.eurovision.pbs.mt). The submission time-window is within the 17th October and 31st October 2022.
- 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 clause 3.7 and Appendix E;
  - iv. Appendix D - Submission Declaration signed by the Artist, the Composer and the Author
  - v. Appendix A - Declaration by Artist – Signed Copy in PDF format
  - vi. Copy of the Identity Card of the artists

- vii. Appendix B - Declaration by Composer – Signed Copy in PDF format
- viii. Appendix C - Declaration by Author – Signed Copy in PDF format
- ix. Look and Feel – preliminary thematic statement, the document (in pdf format) labelled with the song title ONLY should describe the theme, philosophy and thoughts of the artist/author and composer when interpreting the song and a brief look and feel description (document may be a presentation and can include images)

2.5. Should any signatory is 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. 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 show and the contest within at any stage will remain that of PBS.

3.2. The contest will have the following phases:

- Eliminary Phase
- Quarter Finals
- Semi Final
- Final

3.3. The Submitted Songs:

3.3.1. The compositions (lyrics and music) must not have been commercially released before 15th October 2022. 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, who shall have 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 organization, institution, political cause or other, company, brand, products or services shall be allowed in the Contest and within any official Contest premises.

### 3.4. Eliminary Phase

- 3.4.1. During the eliminary 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. The top 40 songs according to the judges voting will make it through to the Quarter Finals
- 3.4.3. Whilst an artist may submit any number of songs for the Eliminary Phase selection, an artist may only go through with one song to the Quarter Final. The song with highest judges score will be selected, while the others automatically eliminated.

### 3.5. Quarter Finals

- 3.5.1. The songs are split into four quarter finals by means of a draw.
- 3.5.2. Songs reaching the quarter 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
- 3.5.3. The artists are required to interpret the songs live on stage while being recorded for television. All artists should be live. Backing vocals should be on track. Backing track must be compliant to the requirements under clause 3.7 hereafter.
- 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 twenty-four (24) songs will pass for the SemiFinal.
- 3.5.8. The songs are announced after the last quarter final.

### 3.6. Semi Final & Final

- 3.6.1. All songs shall be performed live on stage with a recorded Backing track complying with the requirements listed under.
- 3.6.2. Each performance may consist of a maximum of six artists on stage.
- 3.6.3. The lead singer(s) of the selected song (the "Lead Vocal( s)") shall perform live on stage only.
- 3.6.4. Eventual vocal support(s) for the Lead Vocal(s) (the "Lead Dub( s)") shall perform live, on or off stage, only.
- 3.6.5. All other backing vocal(s) performing vocal harmonies (the "Backing Vocals") may perform either live on or off stage and/or on Backing track compliant to the requirements under clause 3.7 hereafter.

- 3.6.6. Plugging instruments to play live on stage shall not be allowed.
- 3.6.7. No live animals shall be allowed on stage.
- 3.6.8. The stage performance shall be identical in all the rehearsals and during the live Shows.
- 3.6.9. Artists having backing vocal roles may participate in different entries. However the production at no time can be held responsible or assumed to solve any situation where the backing vocalist happens to have two acts back-to-back.
- 3.6.10. These performances will be subject to a jury vote and a public vote.
- 3.6.11. The top sixteen (16) songs will pass for the Final.

### 3.7. Backing Tracks

- 3.7.1. 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.
- 3.7.2. 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)
- 3.7.3. 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 for 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.
- 3.7.4. 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.

#### 4. 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 prizes will be given as follows:

i	Winner	€10,000
ii	Runner-up	€4,000
iii	2nd Runner-up	€2,000
iv	Remaining Finalists	€300 each
v	Remaining Semi Finalists	€300 each
vi	Remaining Quarter-Finalists	€300 each

4.3. The prizes will be handed out to the submitting artist.

4.4. PBS will not go into the merit of how the prize will be shared if/any 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 at all times indemnified of any disputes.

## 5. General Terms & Conditions

- 5.1. Artists bind themselves to abide by any sponsorship agreement that PBS chooses to contract with regards 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 2023, 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 with regards to 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 quarter finalist's 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 juries and televoting, and in this regard, PBS highly emphasizes 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 2023 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. The winning artist(s) shall be managed by PBS from the date of the Malta Eurovision Song Contest 2023 Final to end of February 2024, extendable up to end May 2024 should the winning artist(s) win the Eurovision Song Contest 2023.
- 5.13. 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 reserve the right to nominate another at singer and / or song for participation in the Eurovision Song Contest 2023.
- 5.14. The winning artist(s) may not enter into any personal sponsorship agreement without the prior written consent of the Organizers up to the end of May 2023, extendable for another year (end of May 2024), should the winning artist(s) win the Eurovision Song Contest 2023.
- 5.15. 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.
- 5.16. 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 2024.
- 5.17. All decisions of any kind relating to the winning song and/or Artist shall be at the sole discretion of PBS.
- 5.18. PBS shall finance the participation, flight from Malta (and return) and accommodation, of the artist(s) ,one of the composers and oen of the authors of the song participating in the Eurovision Song Contest 2023. No further remuneration will be given.
- 5.19. 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 2023.
- 5.20. Should the winning artist(s), without justification, interrupt his/her participation in the Eurovision Song Contest 2023, 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.
- 5.21. 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 giver their express consent to PBS to air such audiovisual material on any medium operated by PBS.
- 5.22. 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.

- 5.23. 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 2023.
- 5.24. 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, and this up to the end of the Malta Eurovision Song Contest 2023.
- 5.25. Artists agree to indemnify PBS for any damages arising from his/her participation in the contest.
- 5.26. Artists are bound to inform PBS of any medical condition which could affect their performance in the Eurovision Song Contest 2023.
- 5.27. 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.
- 5.28. Should the Maltese entry fail to qualify for the Eurovision Song Contest 2023 Final, PBS may decide to ask the Maltese delegation to return to Malta earlier than the prior established date of return.
- 5.29. PBS accepts no financial liability or obligation whatsoever to performers, authors and composers in connection with participation in the selection process or the Eurovision Song Contest.
- 5.30. All decisions taken by PBS in all stages including during the period up to the eventual participation of the winning song and/or Artist in the Eurovision Song Contest 2023, are final, binding and non-appealable.

## 6. Changes

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 - The PBS is committed to protecting the privacy and security of your personal information.

Our Privacy Policy describes how we collect and use personal information about you during and after your working relationship with us, in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act (Cap 440).

## 8. Governing Laws & Jurisdiction

8.1. This agreement shall be subject to the Laws of Malta, EU Laws and Regulations, other rules and regulations in force and the parties hereby agree that any dispute arising from this agreement shall be referred to the Courts of Malta.

## Schedule

Publishing of Regulations MESC2023	02 September 2022
Open Submissions time-window	17 October 2022
Submissions Deadline	31 October 2022
Announcement of Quarter Finalists	Nov 2022
Draws of Quarter Finals	Nov 2022
Production Meetings	Nov 2022
Deadline for remastering	01 December 2022
Rehearsals & Recordings for QF1 Quarter Final 1 (QF1)	9-13 January 2023 13 January 2023
Rehearsals & Recordings for QF2 Quarter Final 2 (QF2)	16-20 January 2023 20 January 2023
Rehearsals & Recordings for QF3 Quarter Final 3 (QF3)	23-27 January 2023 27 January 2023
Rehearsals & Recordings for QF4 Quarter Final 4 (QF4)	30 Jan – 3 Feb 2023 3 February 2023
Rehearsals	6 - 10 February 2023
Semi Final	9 February 2023
Grand Final MESC	11 February 2023
Submission of Song to ESC	March 2023
ESC Production	Feb – May 2023
ESC Final	May 2023

# APPENDIX "A"

## MALTA EUROVISION CONTEST 2023 Declaration by Artist

Name & Surname:	
ID Number/Passport Number:	
Nationality:	
Address:	
Date of Birth:	
Contact No.:	
E-Mail:	
Song Title:	

### Declaration by Artist/s

**I, the undersigned declare that I have read all Malta Eurovision Contest 2023 regulations and agree to abide by them.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**All details are to be submitted by each artist individually.**

# APPENDIX “B”

## MALTA EUROVISION CONTEST 2023 Declaration by Composer

Name & Surname:	
ID Number/Passport Number:	
Nationality:	
Address:	
Date of Birth:	
Contact No.:	
E-Mail:	
Song Title:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Declaration by composer/s

**I/we the undersigned declare that I/we have read all Malta Eurovision Contest 2023 regulations and agree to abide by them. The song has never been submitted in an identical or similar form in any other contest not necessarily in Malta.**

**All details are to be submitted by each composer individually**

# APPENDIX “C ”

## MALTA EUROVISION CONTEST 2023 Declaration by Author

Name & Surname:	
ID Number/Passport Number:	
Nationality:	
Address:	
Date of Birth:	
Contact No.:	
E-Mail:	
Song Title:	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### Declaration by Author/s

**I/we the undersigned declare that I/we have read all Malta Eurovision Contest 2023 regulations and agree to abide by them. The song has never been submitted in an identical or similar form in any other contest not necessarily in Malta.**

**All details are to be submitted by each author individually.**

# Appendix “D”

## MALTA EUROVISION SONG CONTEST 2023 Submission Declaration

The Singer/s, Author/s and Composer/s are hereby confirming that they have read the Terms and Conditions of the Malta Eurovision Song Contest 2023 and are hereby declaring that they are in agreement to abide by them.

This declaration needs to be signed by all the parties involved in the production of the song.

Song Title:	
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***Singer/s Name***

***Signature***

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***Author/s***

***Signature***

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***Composer/s***

***Signature***

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# Appendix 'E'

## Multitrack STEMS

- CH1 MONO track with click (throughout the song)
- CH2 MONO track with pre-count.
- CH3 HIDDEN TRACKS L (track only for in-ear)
- CH4 HIDDEN TRACKS R (track only for in-ear)
- CH5 KICK drums L
- CH6 KICK drums R
- CH7 BASSES L
- CH8 BASSES R
- CH9 DRUMS L (without KICKs)
- CH10 DRUMS R (without KICKs)
- CH11 KEYBOARDS L
- CH12 KEYBAORDS R
- CH13 GUITARS L
- CH14 GUITARS R
- CH15 MISC/SOLO INSTRUMENTS L (solo flute, guitar, keyboard etc.)
- CH16 MISC/SOLO INSTRUMENTS R
- CH17 INSTRUMENTAL L (all of the above minus click, pre count and hidden tracks)
- CH18 INSTRUMENTAL R (all of the above minus click, pre count and hidden tracks)
- CH19 FULL MIX L - as heard on the album, mastered (for reference only)
- CH20 FULL MIX R - as heard on the album, mastered (for reference only)
- CH21 LEAD L - for reference only
- CH22 LEAD R - for reference only
- CH23 BG L - for reference only
- CH24 BG R - for reference only

The stems (CH 1-16) should represent the Backingtrack version on CH 17-18 all mixed together at unity gain.

CH1-24 is referred to as Wav files with exactly the same size (length) to maintain sync during transfer to our playback machines.

File format: Wav Mono.

Bit depth 24

Sample Rate: 48 Khz.

Naming example: CH1\_Waterloo\_Drums L.wav

Please note: For best result do not over compress/limit the Backing track version.

So called Low level mastering gives the sound engineers better possibilities to produce the best mix possible for the event.