

**FESTIVAL “UNA VOCE PER SAN MARINO”**  
**THE MUSICAL CONTEST LINKED TO THE EUROVISION SONG  
CONTEST**

Whereas:

1. **Segreteria di Stato per il Turismo, Poste, Cooperazione ed Expo della Repubblica di San Marino** (hereinafter referred to as **Segreteria di Stato**), and **Radiotelevisione della Repubblica di San Marino** (hereinafter referred to as **San Marino RTV**) and **Media Evolution Srl** with registered business office at Via III Settembre n.99, Republic of San Marino, SM 47890, C.O.E. SM 29275 (hereinafter referred to as **ME**) have agreed to create a musical contest, Festival, developed in several stages, using digital channels for preselection purposes and on-site phases in the **Republic of San Marino** in order to determine a Winner to be enrolled on behalf of **San Marino RTV** to the **Eurovision Song Contest**.
2. The **Segreteria di Stato** has acquired from **San Marino RTV** the right to select the Artist who will participate in the **Eurovision Song Contest**, by attributing to **ME** his/her identification, provided that **San Marino RTV** will supervise and ensure both the compliance with the Rules of the **Eurovision Song Contest** and the enrolment of the Winner to the latter. The **Segreteria di Stato** and **San Marino RTV** have attributed and considered **ME** as a qualified entity for the organization of an international selection of the Artist who will represent **San Marino RTV** at the **Eurovision Song Contest** from 2022 onwards. The task of **ME** is to draw up, for each edition of the Festival, the General Regulations, in line with the Rules of the **Eurovision Song Contest**, concerning the general conditions of enrolment, the selection conditions and all the necessary provisions to ensure the regularity of the **Festival** phases: the Prize for the Winner of the Festival (or the runner-up if the Winner withdraws) will be the enrolment to the **Eurovision Song Contest**, which will be made by **San Marino RTV**.
3. **San Marino RTV** will provide, in particular: *a)* the filming of the Academy & Casting stages, in order to make a program called "*Aspettando il Festival-Una Voce per San Marino*"; *b)* the filming of the 5 (five) Semifinals for their broadcasting in three evenings, as a pre-recording, with specials enriched by interviews of the Competitors, Jury and Guests; *c)* the filming of the Emerging Artists Category Final and its broadcasting as a pre-recording; *d)* the shooting and live broadcasting of the Grand Final of the Festival. **San Marino RTV** will also give representative prizes to the top three finishers of the Emerging Category Final as well as to the top three finishers of the Grand Final of the Festival. **San Marino RTV** may, in the phase following the Festival, in its opinion and subject to availability, give promotional spaces in support of young Competitors in the Emerging and Big Categories. In addition to television, **San Marino RTV** also has a Web and Radio broadcaster.
4. **ME**, with these Regulations, intends to regulate the procedures of registration-access-selection at all stages deemed appropriate and aimed at the realization of the Contest-Festival, whose Winner will have the right to access, upon presentation by **San Marino RTV**, to the **Eurovision Song Contest** from 2022 onwards and the present Regulations concern indeed the 2022 edition.

Therefore,

**MEDIA EVOLUTION S.R.L.**

in accordance with the above mentioned agreements and in full harmony with the aforementioned entities assumes, for the 2021/2022 edition of the Festival, the following

# REGULATIONS

## A) EMERGING ARTISTS CATEGORY

### Art. 1 – THE COMPETITORS

Anybody who, on **April 30, 2022**, have reached the age of 16 (sixteen), can apply for the Festival by submitting their registration application (hereinafter referred to as the **Competitors**) to participate either as individual performers, or as a musical group including a performer (e.g. duo, band etc).

For minors, it will be necessary the consent and the subscription of the registration by the parents exercising parental authority, who as of now commit themselves to actively collaborate for the issue of the authorization required for the performance of minors in the Festival, signing for this purpose the consent form and any necessary document and/or request: the issue of the authorization by the competent Office is a condition for participating in all stages of the Festival.

The parents (and even only one of them in case of the presence of only one of the two) and/or the legal guardian if appointed by the competent judicial authority (hereinafter also referred to as “parent”) will be solely responsible for any presence, act and/or behaviour of their children in the context of the activities of the Festival, releasing **ME**.

### Art. 2 – THE STAGES OF THE FESTIVAL

In order to proclaim the **Winner of the Festival**, the Competitors of the Emerging Category should/ must go through the following stages:

- a) **Online registration** on the site [www.unavocepersanmarino.com](http://www.unavocepersanmarino.com) (hereinafter referred to as the “site”) with Eligibility Verification application;
- b) **Academy & Casting**: namely, Formative Stage and Casting, over a period of 2 days;
- c) **Emerging Artists Category Semifinals and Final** formed by Emerging Artists Category 5 Semifinals (4 of which of Selection and 1 of Repêchage) and Final, from which will emerge 9 (nine) Competitors, who will participate in the Grand Final.

All documents related to the contest-Festival will remain in the archive for 3 (three) months from the end of the Grand Final.

#### a) ELIGIBILITY VERIFICATION

The Eligibility Verification is FREE and is aimed solely at verifying the eligibility of each Competitor through an evaluation carried out by an expert in the field, unquestionably chosen by **ME**, who will express a positive or a negative opinion: It is understood that even in the event of a negative opinion, the Contestant can still register for the Festival.

The Eligibility Verification will start from today and will end on **January 8, 2022** and will take place *online* by filling a specific form called “Eligibility Verification: online form”, on the **ME**’s website, through which the material (video link and/or mp3 file) requested and specified in the aforementioned section published on the Festival website can be sent.

#### b) ACADEMY & CASTING

This first stage will be held in San Marino at the “Teatro Titano” and will consist of 2 (two) days including **Academy & Casting**.

The **Academy** consists of a Formative meeting on specific subjects in the entertainment field and is aimed at studying and learning about music.

The **Casting** consists of a stage of selection of the Semifinalists through private audition, on a live

basis (so-called half playback), and evaluation by the Jury, accredited and decided by **ME**, which will admit to the next phase approximately 40 (forty) or more Competitors, provided that **ME** reserves the right to decide on the exact number: the Casting phase will be recorded by **ME**.

The Jury's decision is final.

The **Academy & Casting** will be held in several sessions, approximately starting from **December 13, 2021** to **December 17, 2021** and from **January 3, 2022** to **January 11, 2022**; therefore, the last session will be held on January 10-11 2022, all according to a calendar that will be unquestionably decided by **ME** and which will be communicated to the Contestants through publication in the specific section "Academy & Casting" on the Festival website. **ME** reserves the right to set dates and also to hold further Academies and Castings.

### **c-1) FINAL including the SEMIFINALS**

This stage is reserved for the Contestants chosen by the Jury at the outcome of the Casting.

The **Semifinals** will be held in San Marino at the "Teatro Titano" on **February 12-13-14-15-16, 2022**.

During this phase, through the mechanism of drawing by lot, the Contestants will compete with each other, on a live basis (so-called half playback) in front of the public and in front of a qualified Jury made up of experts in the field unquestionably chosen by **ME**.

Jury's decision is final and will be made and explained publicly at the end of the Contestants' performance and will be based on evaluation criteria that will take into account the artistic validity, originality and interpretative-executive capacity of each individual Contestant.

The Jury will admit to the next phase approximately 16 (sixteen) Contestants. **ME** reserves the right to decide on the exact number.

The 16 (sixteen) Semifinalists as identified above will participate in the **Final**, during which they will compete with each other, in ways and means decided by **ME**.

The Semifinals will be n. 4 (four) of Selection and n. 1 (one) of **Repêchage**.

In the **Semifinals of Selection** the Jury will decide who will enter directly to the Final and who will have the right to participate in the **Semifinals of Repêchage** from which other Competitors can be selected to enter the **Emerging Category Final**: The **Semifinal of Repêchage** is an additional opportunity given to the Competitors to demonstrate their preparation and artistic quality.

During the **Final**, which will be held in the Republic of San Marino, at the Teatro Titano, on **February 17, 2022** with broadcasting by **San Marino RTV**, a Jury chosen by **ME** will decide the Winner of the Festival in the Emerging Category edition 2021/2022 and the following classified of which n. 9 (nine), including the Winner, will enter the Festival **Grand Final**, participating as Big.

However, it is understood, and all the parties acknowledge that minors cannot perform after 24.00, either in the Semifinals, or in the Final (and even possibly in the Grand Final); therefore, in the event that the Competitor passes the first stages of selection, he will not be able to participate in the following if beyond 24.00 above; in such case, audio-video recordings of the Competitor's performance will be used.

### **c-2) SEMIFINAL reserved for San Marino citizens Competitors**

Within the **Semifinals**, Emerging Category, will be held a **Semifinal** reserved for Competitors who are citizens of San Marino, who must apply, directly enrolling to the **Academy & Casting** for the sole purpose of casting auditions for their verification.

The first 8 (eight) classified will access the specific **Semifinal** in question from which two will access the specific Emerging Category **Final**.

The date of the **Semifinal** reserved for San Marino citizens is among those already scheduled and the convocation will be specifically indicated on the website.

If the Competitor is a band, the singer and at least 3/4 of the total number of members must be San Marino citizens.

**c-3)** As a consequence of the above, on **February 12-13-14, 2022** will be held the **Semifinals** of Selection reserved to non-San Marino citizens (the first 60 classified in the Academy and Casting and therefore 20 for each of the three **Semifinals** of Selection distributed according to ME's indisputable judgement) from each of these 3 competitors shall access the Emerging Category **Final** and 5 to the **Semifinal** of Repêchage which will be held on **February 16, 2022**. Therefore, 15 competitors will be admitted to the **Semifinal** of Repêchage and, from the latter, the first 5 will be admitted to the **Emerging Category Final**.

On **February 15, 2022** will take place the **Semifinal** of Selection reserved to San Marino citizens (the first 8 classified in **Academy and Casting**) of which the first 2 will access the **Emerging Category Final**.

### **Art. 3 – FESTIVAL ENROLMENT**

All those who meet the requirements of art. 1 can register for the Festival from today until **January 8, 2022**. All registration forms are published on the Festival website in the specific section, called "*How to Enrol*".

Applications which are incomplete or unsigned in their entirety or lacking receipts of payment specified below will not be accepted.

For minors applicants, the signature of the parents exercising parental authority will be required.

#### **3.1. ACADEMY & CASTING**

All those who want to enrol in the **Academy & Casting** stage must submit the relevant application form, upon payment of the registration fee, set at:

- **Euro 30,00** (Euro thirty/00), both individuals and groups, if registration is made no later than November 30, 2021;

- **Euro 50,00** (Euro fifty/00), both for individuals and groups, if the registration is made after the above-mentioned date, until the deadline of January 8, 2022.

Payment of registration fees can be made by bank transfer to the c/c of **Media Evolution S.r.l.** with registered business office at Via III Settembre n. 99, Republic of San Marino, SM 47890, C.O.E. SM 29275, in person of the Sole Director Mr. Denny Montesi, to the following bank details: **CODICE IBAN SM97V0328709801000010314343**

#### **3.2. SEMIFINALS**

All those who have had a Positive Outcome from the **Academy & Casting** phase will be able to register for the next phase of **Semifinals**, no later than 3 (three) days from the above evaluation, paying the fee of **Euro 50.00** (Euro fifty/00).

In case the registration is not made in the above-mentioned period of 3 (three) days, the Competitor forfeits the possibility to register for the Semifinals.

The application form for the **Semifinals** phase is published on the Festival website and the payment of the fee, which is a condition of validity, must be made on the c/c of **ME**.

#### **3.3. EMERGING ARTISTS CATEGORY FINAL**

No registration fee is required for the Emerging Artists Category Final.

### **Art. 4 – MUSIC TRACKS**

The Competitor, while applying at each Festival stage, will hand over 2 (two) pieces of music and the related backing tracks (instrumental only) and 2 (two) full tracks (music and voice) of the same songs for a maximum duration of 3 (three) minutes. The musical bases (half playback) must be delivered in MP3 file format on a specific USB-key or CD where the name and surname of the Competitor must be specified, as well as the title of the songs presented with the relative execution order. Signing this Regulations, the Competitor gives consent so that the musical bases delivered to **ME** will not be returned and can be deleted and/or sent to destruction after the conclusion of the Festival.

It is intended that, since the aim of the Festival is to identify the Winner who will represent **San Marino RTV** at the **Eurovision Song Contest**, the aforementioned songs must be in line with this purpose.

#### **4.1 - ACADEMIA & CASTING**

The songs must be 2 (two), in the language freely chosen by the Competitor, based on half-playback freely chosen by the Competitor too.

The duration of each song on a half-playback basis cannot be more than 3 (three) minutes and if longer can be faded during the audition.

#### **4.2 SEMIFINAL**

Also at this stage, the songs must be 2 (two), on a half-playback basis of a duration that doesn't exceed 3 (three) minutes, in a language freely chosen by the Competitor with the obligation to present at least one **unreleased song** (art. 5).

#### **4.3 EMERGING CATEGORY FINALS**

The audition during the Emerging Category Final will take place with on a live basis (so-called half playback).

The duration of the live performance must be equal to 3 (three) minutes (expected duration of the **Eurovision Song Contest** tracks).

The Finalists will have to perform the **unreleased song**: the unreleased songs (art.5) will be presented directly by the Finalists with the faculty from the Artistic Direction decided by **ME** to submit to the Competitors, another song among those selected by the Artistic Commission decided by **ME**.

#### **Art. 5 - DEFINITION OF COVER SONG AND UNRELEASED SONG**

The songs presented at the Festival, shall be:

**A) cover songs:** a song previously interpreted and published by another well-known artist who is the original performer. Published means that the piece has been presented and used in any form and/or manner including making it available to the public, even free of charge (e.g. internet), and/or using it in an other competition.

**B) unreleased songs:** a song that has never been interpreted and/or performed and/or used by the same Competitor and/or other Artist, in any form and/or manner, and that has not already been published, duplicated, placed on the market and/or broadcast via radio and/or TV and/or used in another competition, nor that it can be found as a record in stores and/or on the web (Youtube) and/or on any website and/or in digital form and/or streaming.

## **Art. 6 – RULES OF CONDUCT**

The Competitor of the event take note of the importance of the Festival as a contest involving the **Segreteria di Stato** and **San Marino RTV**, as well as the function of access to the **Eurovision Song Contest** and, therefore, they guarantee personal obligation and commit themselves, for the duration of the **Festival**, to always maintain a correct and disciplined behaviour, avoiding to damage with their own performance, in any way, the rights of third parties.

The Competitor who arrives late to a call will be eliminated.

During the performances the Competitors will not be able to assume attitudes or use clothes and hairstyles in contrast with the principles of morality or in violation of the law (of the **Republic of San Marino**), and in particular on the protection of the Republic's Coat of Arms, or of third parties' rights, nor can they pronounce sentences, make gestures, use objects or wear clothing with advertising and/or promotional references (even indirectly) and/ or with detrimental references to the image of the Republic of San Marino.

For the TV final night, **ME** may, in its unquestionable judgment, change clothing, accessories, hairstyles, gestures and anything that goes against the values contained in the Code of Ethics of **San Marino RTV** (<https://www.sanmarinotv.sm/chi-siamo/azienda/codice-etico-c195/codice-etico-al182741>) to which **ME** refers.

**ME** also reserves the right to exclude Competitors at any time at the various stages of the Festival if they do not comply with the rules of this Regulation or if they assume a conduct contrary to the principles of good faith and if they don't respect public decency and morality.

Competitors must pay particular attention, be acknowledged of and fully accept the Code of Ethics and the Organizational Model of the television station that will air live.

In particular, it is strictly excluded that anyone can get to a later stage or can even access the **Final** as a consequence of agreements with anyone since, in order to reach the **Final**, you must pass the stages provided by this Regulation, due to the meritocracy of each Competitor. For the proper and regular running of the **Festival**, the Competitors, and for minors their parents and/ or guardians, now for then, are committed and oblige to report to **ME** the presence of persons that, posing as employees and/ or collaborators of the Festival, ask for money in exchange of any kind of service or that propose illegitimate agreements to pass the evaluations and/or selection phases and/or to arrive directly at the **Final**. Competitors are therefore invited to be wary of those who are not included in the list of Official Collaborators, reporting any abuse to **ME**.

The omission of this report, as well as any agreement with the said braggers by the Competitor and/ or the parents exercising their authority and/or anyone for the account and interest of the Competitor, will determine the full faculty for **ME** to exclude and eliminate the Competitor from the Festival.

In addition, considering the violation of the fiduciary relationship, **ME** reserves the right to take legal action to obtain a compensation of the moral and material damage suffered.

## **Art.7 - RIGHTS AND OBLIGATIONS OF COMPETITORS**

### **7.1 -FEES AND/OR REFUNDS**

The Competitors of the event commit themselves unconditionally, without claiming any compensation. Travel and subsistence expenses and/or other expenses are borne by the Competitors, as well as the musical tracks (master).

If the **Festival** does not take place due to force majeure (e.g. COVID), the Competitors will be entitled, if requested, only to the refund of the amounts corresponding to the registration fees already paid; refunds aren't provided for any different reason.

Any further claim and/or reason towards **ME** and the **Festival** and the subjects mentioned in the introduction is excluded.

## 7.2. NON-PARTICIPATION OR WITHDRAWALS

The Competitors, while signing the application, accept and expressly endorse the non-rescindable contractual obligation to refund **ME** for damage to the image in case of unjustified non-participation at the Final night of the event (if the Competitor was selected among the Finalists), this even include any participation in the **Eurovision Song Contest**. Competitors who have withdrawn from the previous phases will not be entitled to any refund.

## 7.3 DISQUALIFICATION

In the case of disqualification, as a consequence of **ME** prudent application of the Regulations, the immediately following ranked Competitor will take over the rights and powers of the Competitor disqualified, and so on. All compatibly with the production time of the Contest and behind unquestionable decision of **ME**.

## 7.4. COMMITMENTS

With the signing of these rules and the participation in the **Competition**, the Competitors undertake, now for then, free of charge and without costs of any kind and type, to give **ME** the right to shoot and/ or photograph and/ or record, even through authorised third parties, by means of television, cinematographic, photographic and phonographic media on film, tape or any other current or future media, their own image, their own voice, their own name and the artistic performances performed by them throughout the **Festival**, with full right for **ME** to reproduce, broadcast, transmit, make available, duplicate, process, pair, synchronize, print, publish and project the shots and/or photos and/or recordings, both in their entirety and in part, together with the Festival or separately, by any means currently known (by way of example and not limited to: terrestrial TV, satellite, cable, radio, web radio, web tv, social network, internet, downloading, streaming, analogue and/or digital systems, DVB-T, DVB-H, DVB-X, online and offline, fixed and mobile telephony, UMTS, GPRS, HSDPA, etc.) or that will be invented in the future, in any form and manner, without any limitation of time and/or space, through websites, web radio, web TV, social networks, etc., even by total and/or partial transfer to third parties.

It is understood that the above mentioned license is essential for participation in the **Festival** and this was also taken into account in the determination of registration fees (including the free phase), also to pay flat rates to the Competitors.

## 7.5. PRIZES

At the sole discretion of the Jury chosen by **ME**, the Emerging Category Festival will announce the winner and the 2nd and 3rd place winners, who will receive, respectively, as a **prize-budget** for their artistic activity, the amount of €7,000.00 (seven thousand/00 Euros), €2,000.00 (two thousand/00 Euros), and €1,000.00 (one thousand/00 Euros).

**ME**, if it deems appropriate, reserves the right to establish the assignment of prizes, to be intended

as recognition of personal merit, according to criteria that will be announced before the award ceremony.

The decision will be made at the sole discretion of the Jury decided by **ME**.

## **7.6. CONDITIONS OF ACCESS TO EMERGING ARTISTS CATEGORY SEMIFINALS AND FINAL**

At complement and integration of what is laid down in the previous art. 7.4 (Commitments) binding on Competitors, it is specified that Competitors selected for the Emerging Category Semifinals and Final undertake, as of now, to:

I) transfer to **ME** the master of music tracks that will be used by Competitors, which must be exclusively owned by them, free from any and all rights (except for the SIAE - in its execution for the songs protected by the latter) for the so-called related rights both of the phonographic producer and of the performers (with specific release by the Competitor, keeping these costs at his exclusive charge), in recognition that the Competitor has, on his own, such rights and that, by participating at the **Festival**, he renounces to any and all indemnity/reimbursement/fee or other, even as fair compensation, having taken this into consideration in the determination of the fee for registration to the **Festival**, including the transfer to **ME** and considered the free **eligibility verification** even for this synallagma.

In particular, the Competitors, with the said transfer, for free and without charges and/or costs of any kind and type, with the right to transfer to third parties the master of the musical bases of the songs presented at the **Festival**, as per art. 5 above, undertake to transfer the so-called “connected rights” both of the phonographic producer and of the performers (with specific release by the Competitor, who will keep these costs at his exclusive charge) and the Competitor, now for then, assuming full responsibility, declares that he will deliver the bases/tracks suitable for duplication directly to the production, declaring and guaranteeing to be the sole, exclusive and unique owner and proprietor of all phonographic rights on these, that he has acquired the rights from any and all collaborators and rightful claimants, and to be able, freely and without prejudice or limitation, to transfer the rights of use, including the diffusion in any form and manner, the provision to the public, the recording and all secondary rights in general, to **ME**, which receives, and this is an integral part of participation to the Competition, given the determination of the fee, which has also taken into account this essential and mandatory assignment, non-exclusive for the period from the delivery of the tracks (audio master) to **December 31, 2022**;

II) deliver to **ME**, before the date of the **Semifinal**, the master completed of the bases (music and voice) of the tracks presented at the **Festival** as per art. 5 above (cover song and unpublished song), on a CD and/or MP3 file format of adequate phonographic quality.

The above obligations and assignments have been taken into account for all that is borne by **ME** in the organization of the **Festival** and are an essential condition for the access to the Festival.

### ***B) “BIG” CATEGORY***

1) **ME** will invite renown and notorious artists, who have qualified live and phonographic experience, all in accordance with the judgment of **ME**, to enrol in the **Festival**, in the stage of the **Grand Final**, within the limit of n. 9 (nine) “Big” and without limits of nationality, language, origin or other, but required to the diligence report referred to in Articles 6 and 7 of Chapter A).

It is understood that the tracks must be 3 (three) minutes long and must comply with the rules of



the **Eurovision Song Contest**, which are recalled here with binding effect, therefore, we invite all Competitors to the prior verification of the rules of the **Eurovision song contest**, reviewable at the following link: <https://eurovision.tv/about/rules>.

- 2) Any San Marino citizens artists who consider themselves “Big” and wish to take part in the Festival's **Grand Final** scheduled for **19 February 2022**, may ask it and one of the nine places will be reserved for them anyway: for the purpose of the invitation to participate, which is up to **ME**, the candidates, citizens of San Marino (and for Bands, the singer and at least 3/4 of the total number of members must be San Marino citizens), shall submit their availability by **20 January 2022**, accompanied by the bio of the song they intend to perform, directly to **ME** for subsequent examination and possible invitation to participate.

### ***C) GRAND FINAL***

The **Grand Final** will take place in the Theatre “Nuova Dogana”, on **February 19, 2022** according to the modalities, ways and forms indisputably decided by **ME**, as well as in the place and on the day established by **ME** and communicated through publication on the **Festival** website.

During the Grand Final, the 9 (nine) Competitors of the Emerging Artists Category identified as a result of the Final and the 9 (nine) “Big” can freely choose the song to be performed and will compete with each other.

The Winner will be announced by the Jury of Experts, which will be composed of 5 (five) members, of which 2 (two) will be unquestionably chosen by **San Marino RTV** (one of whom will act as President), 1 (one) will be chosen by the **Segreteria di Stato** and the remaining 2 (two) will be chosen by **ME**.

The Winner of the **Festival**, with the song performed at the Gran Final, will be, by **San Marino RTV**, entered in the **Eurovision song contest 2022**, after verification of all eligibility.

The Winner of the Festival pledge, also for the fact of the third party, as of now, to sign and have it signed any and all documents required for participation in the **Eurovision Song Contest 2022**, by way of full acceptance and knowledge with obligation of full and complete execution, such as the 2022 license agreement between the owner of the rights to the audio-video recording of the song performed at the Grand Final and Universal Music A/S, which is published on the Festival website for the full knowledge of the Competitors and which must be signed in order to participate in the Emerging Category **Final** and the **Grand Final** of the Festival

### ***D) FESTIVAL GENERAL PROVISIONS***

#### **Art. a) –ORGANISATION’S RIGHTS**

##### **a.1. PROMOTIONAL ADVERTISING ACTIONS OF THE ORGANIZER AND OF THE SUBJECTS REFERRED TO AS IN THE INTRODUCTION**

It’s **ME** right to match the **Festival** and/or its television and/or radio broadcasting, with one or more promotional – advertising initiatives, including but not limited to: sponsorship operations, telepromotions, sponsorships, merchandising, without any of the Competitors having anything to claim.

By signing this regulation, the Competitors undertake, now by then, to grant **ME**, free of charge, the right to use their own image for the promotional-advertising initiatives mentioned above, all for the duration of four years from the signing of these Regulations, and this was taken into account in determining the registration fees referred to in the previous art. 4.

##### **a.2. TV, AUDIO, PHOTO SHOOTS**

**ME** has the right to record and/or film and / or have recorded and / or have one or more phases of the Festival filmed and broadcast by third parties, on television, audiovisual, photographic and phonographic level. Each Competitor authorize with the subscription of the release attached to the application form, that such photographs, recordings and filming ensure the exploitation of his image rights related to his public performance and his presence at the **Festival**, also for the purposes of any operations of promotional-advertising character referred to in the previous point, without any limitation of time and / or space and without having anything to expect both from **ME** and from third parties

It's also **ME** right to use the above photographs for the eventual realization of a photographic book relating to the **Festival**, as well as to publish and spread the above photographs, recordings and filming through internet, web radio, web tv and social network.

**ME**, in particular, shall be entitled to sublicense rights to third parties, especially to the **Segreteria di Stato**.

#### **Art. b) – AMENDMENTS TO REGULATIONS**

During the period of validity of this Regulation, **ME**, at its sole discretion, may make additions and changes to the same for needs unquestionably assessed by **Me** of organizational and functional purposes. **ME** may also introduce changes and additions to protect and safeguard the artistic level of the event, for unforeseen events or occurrences, including any problems related to Covid, without prejudice to the spirit of the premises and the articulation of the event.

Such additions and amendments shall be considered to be fully valid and effective when they will be published on the website of the **Festival** and therefore all Competitors are required to consult this website.

#### **Art. c) – COMMUNICATIONS**

All the communications of all kind and type provided for in this Regulation will be validly published on the **Festival** website or by electronic service to the e-mail addresses indicated by the Competitors in the application form.

Competitors are therefore required to visit the **Festival**'s website and **ME** decline as of now any kind of responsibility for any misunderstandings, delays or missed contact details.

#### **Art. d) – ARBITRATION**

Any dispute concerning the interpretation and execution of these Regulations will be settled with a specific appeal to the Arbitration Committee.

The interested party must first send **ME** a statement of objection (by registered letter with return receipt) within the peremptory term of 10 (ten) days from the moment in which the event that the party intends to challenge occurred. If **ME** states that the allegations made by the interested party are unfounded, the latter must submit to the Arbitration Committee, at the headquarters specified below, a specific appeal within the peremptory term of 5 (five) days from receipt of the return letter of rejection by the **ME**.

The seat of the Arbitration Committee is in San Marino. The Arbitration Committee, which will decide, as a friendly mediator, without procedural formalities and in the shortest possible time, will be composed of three members: one appointed by **ME**, one by the applicant and one, with the President's functions, by the **Segreteria di Stato**.

The judgment of the Arbitration Committee shall be final and unappealable.

By accepting this Regulations, the Competitor defers to the decision taken.

San Marino, date .....