

FESTIVAL “UNA VOCE PER SAN MARINO”
THE MUSIC CONTEST LINKED TO THE EUROVISION SONG CONTEST
2023/2024

Whereas:

1. **Segreteria di Stato per il Turismo, Poste Italiane, 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 in Via III Settembre n.99, Republic of San Marino, SM 47890, E.O.C. SM 29275 (hereinafter referred to as **ME**) have agreed to create a music contest, a Festival, carried out through several stages, using digital channels with preselection purposes and on-site phases to be held in the **Republic of San Marino** to determine a Winner to be enrolled on behalf of **San Marino RTV** in the **Eurovision Song Contest**.
2. **Segreteria di Stato** has obtained the right to select the Artist taking part in the **Eurovision Song Contest** directly from **San Marino RTV** by attributing to **ME** his/her identification, provided that **San Marino RTV** will supervise and ensure the compliance with the Rules of the **Eurovision Song Contest** as well as Winner’s enrolment. **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. **ME** is responsible for drawing up for each edition of the Festival the General Rules, in line with the Rules of the **Eurovision Song Contest** concerning the general conditions of enrolment, the conditions concerning the selection and all the necessary provisions to ensure the smooth running of the **Festival**: the Award for the Winner of the Festival (or for the runner-up if the Winner withdraws) will be their enrolment in the **Eurovision Song Contest** which will be provided by **San Marino RTV**.
3. **San Marino RTV** will be mainly in charge of the following duties: *a)* filming the Academy & Casting stages in order to make a program called "*Aspettando il Festival-Una Voce per San Marino*" (“Waiting for the Festival – Una Voce per San Marino”); *b)* filming the 5 (five) Semi-finals for their broadcasting on delay; *c)* shooting and live broadcasting the Grand-Final during the Festival. **Segreteria di Stato** and **San Marino RTV** together with **ME** wish to create a contest open to any citizen from all over the world to participate and have the chance to win and enrol in the **Eurovision Song Contest 2024**. Furthermore, San Marino RTV owns a TV channel as well as a Web and Radio broadcaster.
4. In accordance with this Set of Rules, **ME** is in charge of regulating the procedures of enrolment-access-selection for all the stages deemed appropriate in order to create the Contest-Festival and whose Winner will have the right to be qualified - upon presentation by **San Marino RTV** - to take part in the **Eurovision Song Contest** and this Set of rules concerns indeed the 2024 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 2023/2024 edition of the **Festival**, the following

SET OF RULES

Art. 1 – THE CONTESTANTS

Anybody who has reached the age of 16 (sixteen) on **March 1st, 2024**, can apply for the Festival by submitting their application (hereinafter referred to as the **Contestants**) to participate either as individual performers or as groups including a performer (e.g. duo, bands, etc). For minors, consent and subscription of their application must be submitted by their parents exercising parental authority and who commit themselves to actively collaborate to release the permission which is required for minors' performance in the Festival, signing the consent form and any necessary document and/or request. As a consequence, the release of the authorization by the competent Office is a condition to participate in each stage of the Festival. Minors' parents (and even only one of them in case there is only one) and/or the legal guardian - if appointed by the competent judicial authority (hereinafter also referred to as "parent") - will be the sole responsible for any presence, act and/or behaviour of their children within the Festival, releasing **ME** from any liability.

Art. 2 – THE FESTIVAL AND ITS STAGES

To proclaim the **Winner of the Festival**, the Contestants could/should undergo the following phases:

- a) **Online registration** on www.unavocepersanmarino.com (hereinafter referred to as the "website") by verifying their Eligibility;
- b) **Academy & Casting** namely, the Educational Phase and the Casting, over a period of 2 days;
- c) **Semi-finals**: 6 (six) Semi-finals (4 for Selection and 1 for the repêchage round and 1 reserved to San Marino's citizens taking part in the competition);
- d) the **Grand Final** during which the Winner of the Festival will be announced. The winner (who will perform their song during the Grand Final) will be enrolled in the Eurovision Song Contest 2024 by San Marino RTV, after checking their eligibility.

a) VERIFICATION OF ELIGIBILITY

The Verification of Eligibility is FREE OF CHARGE and its only aim is to verify the eligibility of each Contestant through an evaluation test carried out by an expert, unquestionably selected by **ME** and who will express their positive or negative opinion. It is agreed that even in case of a negative opinion, the Contestant could still enrol in the Festival.

The Verification of Eligibility will start today and will end on **January 16th 2024**; it will be held online by sending a specific form to **ME** which can be found in the dedicated area of the website posted as "*Verifica d'idoneità: form online*" ("Verification of Eligibility: online form"). Contestants can thus send the material, as specified in this area of the website (videos through links and/or mp3 files).

b) ACADEMY & CASTING

This first phase will be held in San Marino in the location **ME** will announce (it should be Sala Eventi del San Marino Outlet Experience in Falciano, Str. degli Angariari n. 41) and it will consist of 12 (twelve) days including the **Academy & Casting** stage. The **Academy** is an educational meeting on specific subjects concerning the entertainment to study and learn the world of music. The **Casting** includes the selection of the Semi-finalists by holding a private audition, on a live

basis (the so-called half playback) and the evaluation by the Jury, accredited and decided by **ME**. The Jury will select about 80 (eighty) or more Contestants that could move to the next stage, provided that **ME** reserves the right to decide the exact number. The Casting phase will be recorded by **ME**. Jury's decision is final. However, the Contestant, even during the Casting, must report officially to **ME** any fact, element, issue, event, relation, etc which could represent in whole or in part a cause or a change – even indirectly – by the Jury (or one of its members or anyone in **ME** organization, of the decision made by the Jury which must be free and based on meritocratic and artistic evaluations basing on the personal belief of the members of the Jury. The participation of the Contestant and /or member of the Jury and/or Member of the organization in other Contests/festivals must be communicated by the Contestant as well as by the member of the Jury in order to replace the member of the Jury considering the participation of the Contestants in more than one contest/festival. The above should be applied for each stage of the contest - Una Voce per San Marino.

The **Academy & Casting** will be held in several sessions and should start from **November 10th, 2023** according to the final calendar posted on the Festival website; other sessions might be scheduled according to the number of applications; the last session will be held on **January 21th, 2024**. As mentioned above, the schedule will be unquestionably decided by **ME** and it will be communicated to the Contestants by posting it on the specific area "Academy & Casting" on the Festival website. **ME** reserves the right to set the dates and also to hold further Academies and Castings.

Only for citizens residing in countries which not border with Italy, the Casting could be carried out virtually (via remote connection) upon Contestant's request and according to **ME's** guidelines which will be communicated to those who asked for via email or post.

In order to clarify what stated above, the countries bordering with Italy are: Switzerland, France, Austria and Slovenia.

c-1) SEMI-FINALS

This stage is only for Contestants selected by the Jury at the end of the Casting.

The Semi-finals will be held in San Marino on **February 15th and 16th, 2024**. During this phase, by drawing lots, Contestants will compete by playing live (e.g. half playback), in front of a qualified Jury with experts in the field unquestionably chosen by **ME**. Competitors are reminded that musical bases must be, without exception, instrumental, without any vocals or choirs.

Jury's decision is final and it will be made and explained publicly at the end of the Contestants' performance, and it will be based on evaluation criteria that will take into account the artistic value, their originality and the performing and interpreting skills of each individual Contestant. The Jury will admit to the next phase about 20 (twenty) Contestants. **ME** reserves the right to decide the exact number. The Semi-finalists as identified above will participate in the Grand-Final during which they will compete according to modes and ways unquestionably decided by **ME**. The Semi-finals will be n. 4 (four) for Selection and n. 1 (one) for the repêchage round. During the **Semi-finals for Selection**, the Jury will select those who will access directly to the **Grand-Final** and those who will have the right to participate in the **Semi-finals repêchage round** from which other Contestants could be selected to access the **Grand-Final**. The **Semi-final repêchage round** is an extra opportunity for Contestants who can demonstrate their preparation and artistic skills. The Semi-finalists selected through the **semi-final for selection and the repechage round** will take part in the **Grand-Final**, during which they will compete according to the guidelines decided by the **ME**. The Jury will select approximately 7 (seven) Contestants. **ME** reserves the right to decide the exact number.

However, it is understood, and all the parties as well, acknowledge that minors cannot perform after 24.00, neither during the Semi-finals, nor the Grand-Final; therefore, if the Contestants access the first stages of the selection, they will not be able to participate in the later phases if they perform after 24.00; in that case, audio-video recordings of the Contestant's performance will be used.

c-2) SEMI-FINAL for Contestants who are San Marino citizens

One Semi-final is reserved to Contestants who are San Marino citizens. They should submit their request form to take part in by registering at **Academy & Casting** to participate in the Casting audition for their verification.

The first 12 (twelve) contestants will be allowed to perform to the specific and aforementioned **Semi-final 1** (one) of which (Contestant) will have access to the **Grand-Final**.

The date of the **Semi-final** for San Marino citizens will be posted on the website.

If the Contestant is a band, the following rules must be applied: a) the singer should be a citizen of San Marino; b) at least the majority of the group should be citizens of San Marino.

c-3) Direct access to the SEMI-FINALS

ME will unquestionably select n.8 (eight) artists who can be qualified as **BIG** artists; they could access directly and without paying any fees to the **Grand-Final** without performing in the previous stages of the contest.

In addition to these no. 8 Finalists, there will be one competitor identified by **San Marino RTV** together with **Casperaki Multimedia Solutions LTD** and they will perform the selected track that has been chosen by the contest made by this Company which will be open to all those who want to make their song with artificial intelligence (AI); in particular, San Marino RTV will choose one track among the ones selected by Casperaki Multimedia Solution Ltd and it will be performed by a professional singer recommended by Casperaki Multimedia Solution Ltd with direct access to the Grand-Final.

Information about this contest can be found here: <https://sanmarino.casperaki.com/>.

d) FESTIVAL GRAND-FINAL

The **Grand-Final** will be held on **February 24th, 2024** at Teatro Nuovo Dogana or in any other place and day selected by ME upon San Marino RTV's binding guidelines.

During the Grand-Final the Contestants coming from the Semi-finals should perform the same track played on the occasion of the Semi-finals.

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

The Winner of the Festival and their song performed during the Grand-Final will be enrolled in the Eurovision Song Contest 2024 by San Marino RTV - after verifying their eligibility.

The Winner of the Festival pledges also for the fact of the third party, as of now, to sign and have it signed all the documents required to participate in the Eurovision Song Contest 2024, by way of full acceptance and knowledge with obligation of full and complete execution, such as the 2024 license agreement between the owner of the rights on the audio-video recording of the song performed at the Grand-Final and the phonographic company selected by the Eurovision Song Contest.

This will be posted on the Festival website for the full knowledge of the Contestants who confirm to have read the 2023 license which should be valid for 2024 as well; by signing this, the Contestants will participate in the Grand-Final of the Festival.

The Winner of the Festival pledges also for the fact of the third party, as of now, to comply with rules, commitments and conditions as mentioned in the Eurovision Song Contest 2024 set of rules.

Art. 3 – FESTIVAL ENROLMENT

Those who meet the requirements as of art. 1 - regardless of the fact they have undergone the verification of eligibility and/or having received the result - since it is not binding, could enrol in the Festival from today and not later than **January 18th, 2024**.

All application forms are posted on the Festival website in the dedicated area "Come iscriversi" ("*How to Enrol*").

Those applications which are incomplete or unsigned as required in every single part or in case the receipts of payment are missing as specified below will not be accepted. As per minors' applicants, the subscription of their parents exercising parental authority will be required as well as their application.

3.1. ACADEMY & CASTING

Those who want to enrol in the **Academy & Casting** stage, both in presence or remotely (if the condition stated in art. 2b) are fulfilled), should submit the application form, upon payment of the registration fee as follows:

- **Euro 100,00** (Euro one hundred/00), VAT included: both individuals and groups, if registration is made no later than October 20th, 2023;

- **Euro 150,00** (Euro one hundred and fifty/00), VAT included: both for individuals and groups, if registration is made from October 21st, 2023 until the deadline as mentioned in the art.3 (January 18th, 2024);

- **Euro 150,00** (Euro one hundred and fifty/00), VAT included: both for individuals and groups, for those who already took part in the previous editions of the Festival and if the subscription is made from November 1st, 2023 until the deadline as mentioned in the art.3 (January 18th, 2024);

- For citizens and groups from San Marino registration is **Euro 50,00** (Euro fifty/00) if it is made within January 18th, 2024.

The payment of the registration fee is the essential condition to be enrolled, and it can be made by bank transfer on the bank account of **Media Evolution S.r.l.** with registered business office in Via III Settembre n. 99, Republic of San Marino, SM 47890, E.O.C. SM 29275, in the person of the sole Director Mr. Denny Montesi with the following bank details:

IBAN SM97V0328709801000010314343

3.2. SEMI-FINALS

Those who have been informed of their Positive Outcome at the **Academy & Casting** phase will be able to enrol for the next phase of the **Semi-finals**, no later than 3 (three) days from the above evaluation, paying the fee for **Euro 150.00** (Euro one hundred and fifty/00) VAT included and which is mandatory.

In case the application is not made within the above-mentioned period of 3 (three) days, the Contestant forfeits the possibility to apply for the Semi-finals.

The citizens/groups from San Marino participating as Contestants should not pay.

However, the application is mandatory.

The application form for the **Semi-finals** phase is posted on the Festival website and the payment of the fee, which is a condition of validity, must be made on **ME's** bank account.

3.3. GRAND-FINAL

No registration fee is required for the Grand-Final.

Art. 4 – MUSIC TRACKS

When participating in each **Festival** stage, the Contestant will hand over 2 (two) songs and the backing tracks for each one (instrumental only) and 2 (two) full tracks (music and voice) of these songs for a maximum duration of 3 (three) minutes. The backing tracks (half playback) must be handed over as MP3 file formats on a specific USB-key or CD with the name and surname of the

Contestant, as well as the title of the songs and the line-up. By signing these rules, the Contestant gives their consent that the backing tracks delivered to **ME** will not be returned and they can be deleted and/or destroyed at the end of the Festival. It is understood that, since the aim of the Festival is to select 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. ACADEMY & CASTING

The songs must be 2 (two) and the language can be chosen by the Contestant, on half playback chosen by the Contestant, too. The duration of each song on half playback cannot last more than 3 (three) minutes; if longer, it can be faded during the audition.

4.2. SEMI-FINALS

The song should be one and the language can be chosen by the Contestant. It should be an **unreleased track** (art.5) that the Contestant intends to perform at the Eurovision Song Contest 2024. The half playback performance cannot be more than 3 (three) minutes (which is the duration of the Eurovision Song Contest tracks) and if longer, the Contestant will be excluded.

4.3. GRAND-FINAL

The song should be one, and it should be an **unreleased track** presented at the semi-finals. The half playback performance cannot be more than 3 (three) minutes (which is the duration of the Eurovision Song Contest tracks) and if longer than 3 minutes, the Contestant will be excluded.

Art. 5 – DEFINITION OF COVER SONG AND UNRELEASED SONG

Concerning the songs to be performed at the Festival, they shall be:

- A) **cover songs:** a song previously interpreted and released by another well-known artist who is the original performer. The term *released* as used here means that the track is presented and used in any form and/or way including its availability to the audience, even free of charge (e.g. internet), and/or its use during other contests.
- B) **unreleased songs:** a song that has never been interpreted, performed neither used by the same Contestant/Artist, in any form/way, and that has not been already released, duplicated, put on market neither broadcasted via radio/TV nor used in other contests. Plus, it should not be found as a record in stores neither on the web (You Tube)/website nor in digital form, streaming in line with the Rules of the **Eurovision Song Contest** which have been established by the **European Broadcasting Union (EBU)** and are approved by the contest's governing body, the **Reference Group**.

Art. 6 – RULES OF CONDUCT

The Contestants of the event are aware of the importance of the Festival as a contest involving **Segreteria di Stato and San Marino RTV**, as well as the modes to access **to the Eurovision Song Contest** and, therefore, they guarantee their personal obligation and they commit themselves for the whole duration of the **Festival** to always maintain a proper and disciplined behaviour avoiding to damage with their own performance, in any way, third-party rights.

In particular, the Contestant should inform, before or during each performance, but before the end, any incompatibility and/or conflict of interests with one of the members of the Jury. This way **ME**, maybe by informing **RTV** and/or **Segreteria di Stato**, could evaluate to change the member of the Jury in order to convey a transparent, clear and meritocratic evaluation according to the artistic evaluation which should be free and independent from the Jury. The omission of this communication is a serious breach of the code of conduct resulting in Contestant's elimination.

Contestants arriving late to the call will be eliminated.

During the performances, taking into account what is mentioned in art. 2 letter b, the Contestants

could not assume attitudes neither wear clothes/have hairstyles which are in contrast with morality so violating the law (of the Republic of San Marino) and in particular against the Republic's Coat of Arms, or third parties' rights. They should not neither pronounce sentences, make gestures, use objects, wear clothes with advertising/promotional references (even indirectly) nor with detrimental references to the image of the Republic of San Marino.

On the occasion of the TV final night, **ME**, basing on its unquestionable judgment, may change clothes, accessories, hairstyles, gestures and anything that is against the values as mentioned in the Code of Ethics of **San Marino RTV** (<https://www.sanmarinortv.sm/chi-siamo/azienda/codice-etico-c195/codice-etico-a182741>) to which **ME** refers.

ME also reserves the right to exclude Contestants at any time during the various stages of the **Festival** if they do not comply with the rules of this Set of Rules or if they assume a conduct which is against the principles of good faith and if they don't respect public decency and morality. Contestants must pay particular attention and must be acknowledged of and fully accept the Code of Ethics and the Organizational Model of the television broadcaster that will record live the event. In particular, it is strictly excluded that anyone can access to a later stage or can even access to the **Grand-Final** as a consequence of agreements with anyone, since, in order to get to the **Grand Final**, Contestants must succeed the stages as mentioned in this Set of rules, due to Contestants' meritocracy. For the proper and smooth running of the **Festival**, the Contestants, and in case of minors their parents and/ or guardians, now for then, are committed and must report to **ME** the presence of people who, pretending to be 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 get directly to the **Grand-Final**. Contestants are therefore invited to be wary of those who are not included in the list of Official partners, reporting any abuse to **ME**.

Omitting this information, as well as any agreement with the above boosters by the Contestants and/ or parents exercising authority and/or anyone on behalf of the Contestants, will determine the full faculty for **ME** to exclude and eliminate the Contestant from the Festival. Plus, considering the violation of the fiduciary relationship, **ME** reserves the right to take legal action to obtain a compensation for the moral and material damage suffered.

Art. 7 – CONTESTANTS' RIGHTS AND DUTIES 7.1. FEES AND/OR REFUNDS

The Contestants of the event commit themselves unconditionally, without claiming any compensation. Contestants are in charge of travel and daily expenses and/or other expenses as well as backing tracks (master).

If the **Festival** is not held due to *force majeure* (e.g. COVID-19), the Contestants will be entitled, upon request, to receive the refund of the amounts corresponding only to the registration fees already paid; refunds are not foreseen for any other reason. Any further claim and/or reason towards **ME** and the **Festival** and those mentioned in the introduction will be excluded.

7.2. WITHDRAWAL OR NON-PARTICIPATION

By signing their registration form, Contestants accept and expressly endorse the non-rescindable contractual obligation to refund **ME** for damage to image in case of unmotivated non-participation in the Grand-Final of the event - if the Contestant was selected among the Finalists - even including the participation in the **Eurovision Song Contest**. In this case, the damage suffered by **San Marino RTV** in charge of the enrolment in the **Eurovision Song Contest 2024** will be taken into account. Contestants who have withdrawn during the previous phases will not be entitled to any refund.

7.3 DISQUALIFICATIONS/EXPULSIONS

If disqualification occurs, at discretion of **ME** in accordance with this Set of Rules, the Contestant who is immediately after could take over the rights and the powers of the Disqualified Contestant, and so on. The aforementioned procedure should be in line with the production time of the Contest and it is unquestionably decided by **ME**.

Facts mentioned in arts. 2b) and 6) are considered serious breach of this Set of rules.

As a consequence, **ME** has the right to decide the disqualification of the Contestant and its judgement is unquestionable.

7.4. COMMITMENTS

By signing this Set of rules and the participation in the **Contest**, the Contestants undertake, now for then, free of charge and without costs of any kind and type, to give **ME** the right to shoot and/ or take photo and/ or record, even via authorised third parties, by means of television, cinema, photos and phonographic media on film, tape or any other current or future media, their own image, their own voice, their own name and their artistic performances delivered during the **Festival**, with full right for **ME** to reproduce, broadcast, transmit, make available, duplicate, create, pair, synchronize, print, publish and project the shots and/or the photos and/or the recordings, as a whole or in part, during the **Festival** or separately, by any means currently known (by way of example and not limited to: TV, satellite, cable TV, radio, web radio, web tv, social networks, internet, downloading, streaming, analogue and/or digital systems, DVB-T, DVB-H, DVB-X, online and offline, fixed-line and mobile telephony, UMTS, GPRS, HSDPA, etc.) or any means 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 transferring it totally and/ or partially to third parties. It is understood that the above mentioned license is essential for their participation in the **Festival** and this has also been taken into account in setting the registration fees (including the free-of-charge stage), in order to pay flat rates to the Contestants as well.

7.5. CONDITIONS TO ACCESS TO THE SEMI-FINALS

In order to complete and integrate what is mentioned in art. 7.4 (Commitments) binding on Contestants, it is specified that the Contestants selected for the Semi-finals undertake, as of now, to:

- I) transfer to **ME** the master of music tracks that will be used by the Contestants, and it must be exclusively owned by them, free from any and all rights (except for SIAE - in its execution for the songs protected by them) for the so-called related rights both of the phonographic producer and of the performers (with specific release of liability by the Contestants, keeping these costs at their exclusive charge). The Contestants have such rights and, by participating in the **Festival**, they renounce to any and all indemnity/ reimbursement/fee, even as a fair compensation, having taken this into consideration in the determination of the fee to enrol in the **Festival**, including the transfer to **ME** and considered the free verification of eligibility even for this synallagma.

In particular, the Contestants, with the aforementioned 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 music tracks of the songs presented at the **Festival**, as per the aforementioned art. 5, undertake to transfer the so-called "connected rights" both of the phonographic producer and the performers (with specific release of liability of the Contestants, who will keep these costs at their exclusive charge) and the Contestants, now for then, assuming full responsibility, declare that they will deliver the bases/ tracks suitable for duplication directly to the production, declaring and guaranteeing to be the sole, exclusive and unique owner of all the phonographic rights on these, and that they have acquired the rights from any and all partners 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 them; and this is an integral part of their participation in the Contest, given the setting 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, 2024**;

II) deliver to **ME**, before the date of the **Semi-final**, the master with the bases (music and voice) of the tracks presented at the **Festival** as per the aforementioned art. 5 (cover song and unreleased song), on a CD and/or on a MP3 file format of proper phonographic quality;

III) Participate in live activities with commercial purposes and/or concerts organized in the Republic of San Marino with the only refund of the expenses and within **December 31, 2024**.

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

Art. 8 – ORGANIZATION’S RIGHTS

8.1. COMMERCIAL AND ADVERTISING ACTIONS OF THE ORGANIZER AND OF THOSE MENTIONED IN THE INTRODUCTION

ME has the right to match the **Festival** and/or its television and/or radio broadcasting, with one or more commercial and advertising initiatives, including but not limited to: sponsorship operations, TV promotions, sponsorships, merchandising without any of the Contestants having anything to claim.

By signing this Set of rules, Contestants undertake, now by then, to grant **ME**, without any charge, the right to use their own image for commercial and advertising initiatives as mentioned above, for the duration of four years from the moment of signing this Set of rules, and this has been taken into account in determining the registration fees as referred to in the aforementioned art. 4.

8.2. 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 TV and on an audio-visual, photographic and phonographic level. By signing the consent form attached to the application form, each Contestant authorizes the photos, recordings and filming, by conceding the exploitation of their image rights concerning their public performance and their presence in the **Festival**, even for the purposes of any operations of commercial and advertising activities referred to in the previous paragraph, without any limitation of time and/or space and without having anything to expect from **ME** and from third parties. **ME** has the right to use the aforementioned photos for the possible creation of a photobook of the **Festival**, as well as to publish and share photos, recordings and filming through websites, web radio, web tv and social networks. **ME**, will be also entitled to sublicense rights to third parties, especially to **Segreteria di Stato**.

Art. 9 - AMENDMENTS TO THE SET OF RULES

During the period of validity of this Set of Rules, **ME**, at their sole discretion, may make additions and amendments for purposes unquestionably assessed by **ME** for organizational and functional purposes. **ME** may also introduce amendments and integrations to protect and safeguard the artistic level of the event, for unforeseen events or occurrences, including any issue related to COVID-19, without prejudice to the spirit of the premises and to the smooth running of the event. Such integrations and amendments shall be considered to be fully valid and effective when they are posted on the **Festival** website and therefore all the Contestants are required to visit this website.

Art. 10 – COMMUNICATIONS

Any communication provided by this Set of rules will be validly posted on the **Festival** website or communicated by e-mail to the e-mail addresses shared by Contestants in the application form. Contestants are therefore required to visit the **Festival** website and **ME** declines as of now any kind of responsibility for any misunderstanding, delay or missed contact details.

Art. 11 – ARBITRATION

Any dispute concerning the interpretation and execution of this Set of rules will be settled with a specific appeal to the Arbitration Committee.

The interested party should first send **ME** a statement of objection (by registered letter with return receipt) within the peremptory term of 10 (ten) days as of when the event that the party intends to challenge occurred. If **ME** states that the allegations made by the party are unfounded, they must submit a specific appeal to the Arbitration Committee in the headquarters as specified below within the peremptory term of 5 (five) days from the receipt of the return letter of rejection by **ME**. The seat of the Arbitration Committee is located in San Marino. The Arbitration Committee, which will decide, as a neutral 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 as the President appointed by **Segreteria di Stato**.

The judgment of the Arbitration Committee shall be final and unappealable. By accepting this Set of Rules, the Contestant defers to the decision taken.

San Marino, 05/10/2023