

Extracts from the Rules for the Competition "Be a Winner"

A free Competition organized by the European Broadcasting Union (the "EBU") without any purchase obligation.

To participate, please record your own performance of one of the 43 songs in the 2008 Eurovision Song Contest and submit a video recording thereof with the registration form for the competition (add link to the registration form).

The videos selected by the EBU may appear on-line at www.eurovision.tv, and may be used in other media.

The Competition is open to individuals who have reached the age of majority at the time they register for the Competition. Employees of the EBU, of EBU Members and artists and participants in the 2008 Eurovision Song Contest and in the national selections thereof, are not allowed to participate in the Competition.

The deadline for submissions is 23.59 GMT on 2 May 2008.

A jury shall designate the best video from among those selected by the EBU.

The winner shall be notified individually by e-mail between 19 and 24 May 2008.

The winner shall be awarded a Flip Video device and a one-on-line chat session with the winner of the 2007 Eurovision Song Contest.

Rules for the Competition "Be a Winner"

Organizer

The European Broadcasting Union (the "EBU") is organizing from 2 April 2008 (23.59 GMT) until 2 May 2008 (23.59 GMT) an on-line competition entitled "Be a Winner" (the "Competition") which can be accessed only through the Internet via www.eurovision.tv (the "Website").

Purpose of the Competition

To participate in the Competition you need to submit a video recording of your own performance of one of the 43 songs in the 2008 Eurovision Song Contest (the "Contribution"). The maximum length of the Contribution shall be five minutes and the Contribution may appear on the Website, as well as on other media (such as mobile phones and the like).

The winner shall be awarded a Flip Video device and a one-on-line chat session with the winner of the 2007 Eurovision Song Contest.

Participants

Participation in the Competition is open to individuals who have reached the age of majority at the time they register for the Competition. There are no restrictions with respect to nationality or the country of residence.

Employees of the EBU and of EBU Members as well as artists and participants in the 2008 Eurovision Song Contest and in the national selections thereof, are not allowed to participate in the Competition.

Registration procedure

If you wish to take part in the Competition:

1) Upload your Contribution on <http://www.youtube.com/> in accordance with the terms of use of Youtube.com. Specific instructions for uploading your Contribution are given on the upload pages.

2) Once you are in possession of the Youtube URL of your Contribution, complete the registration form for the Competition on <http://www.youtube.com/eurovision>

Your participation in the Competition will be confirmed by the submission page.

Incomplete or incorrect registration forms will not be taken into consideration.

You are allowed to submit several Contributions provided that they are clearly different from each other. Registration forms can be submitted only on-line and the singer appearing in the Contribution will be deemed to be the holder of the e-mail account. Each submission of a Contribution via the registration form shall constitute one Entry.

Entries submitted after 2 May 2008 shall not be taken into account in the Competition.

All Entries and Contributions become the property of the EBU upon receipt and will not be returned. No correspondence will be entered into except with the Entrant designated as the winner of the Competition.

Selection of the Contributions

Throughout the period of the Competition, the EBU shall select Contributions to appear on-line on the Website and to be presented to the Jury.

Participation in the Competition is subject to the EBU's prior approval and participants' continued compliance with these Rules and the Terms of Use of the Website. The EBU reserves the right to refuse the participation of any applicant or participant at any time and at its sole discretion and to withdraw any Contribution without notice and without liability for the EBU, for any reason.

The selection of the Contributions shall be made in accordance with, in particular, the following criteria:

- Relevance, decency and good taste;
- No inclusion of advertising, sponsorship or other commercial messages;

- No defamatory, abusive, vulgar, harmful, obscene, profane, sexual, racially offensive or otherwise objectionable material or language.

The EBU reserves the right to refuse or to delete any Contribution or take action against any account, at any time, for any reason, without prior consent or notice.

Between 5 and 18 May 2008, subscribed Youtube.com users can vote for their favourite video. The video with the highest number of votes will be declared as winner.

Prize

The Entry designated as the winner of the Competition by the Jury shall receive a Flip Video device and a one-on-one on-line chat session with the winner of the 2008 Eurovision Song Contest (the "Prize"). There shall be only one prize awarded, irrespective of the number of performers appearing in the Contribution. The Prize shall be awarded to the authorized account holder of the e-mail address submitted in the Entry.

The exact time and date of the chat with the 2008 ESC winner shall be communicated by the EBU in due time and it shall be the sole responsibility of the Entry designated as winner of the Competition to take part in this on-line chat on the date indicated. There shall be no replacement session.

The Prize must be accepted as awarded, is non-transferable, non-refundable and is nominative. The EBU reserves the right to provide an alternative prize of equal value should the Prize become unavailable for any reason.

The winner shall be notified by e-mail between 19 and 24 May and shall be asked to provide his/her postal address for the purposes of receiving the Prize. If the selected Entrant does not respond within two business days of the date of despatch of the e-mail, he/she shall not receive the Prize. In that case, the Jury shall be required to designate another entry as the winner of the Competition and the same procedure shall apply with the same deadlines.

Use of the Contributions

By submitting a Contribution for the purpose of the Competition,

You agree, subject to the provisions set out in the present Rules, to grant the EBU a worldwide, perpetual, royalty-free, non-exclusive, transferable and irrevocable right and licence to use, reproduce, modify, edit, cut, alter, adapt, translate, dub and/or subtitle in any language, create any derivative work, publish, distribute, broadcast, make available to the public, transmit, store, perform, show or play in public, and exercise all copyright and publicity rights with respect to your Contribution, in all or in part, and/or to incorporate all or part of your Contribution (including an adaptation and/or a derivation thereof) in any other work (including any audiovisual programme) into any media, platform or support (now known or later developed) for the full term of any rights that may exist in your Contribution.

You warrant that:

Your Contribution does not infringe any law, and that the express consent, release and/or permission of each and every possible rightholder and/or identifiable individual person in the Contribution have been duly obtained to use the name or likeness of each and every such identifiable person to make your Contribution available to the EBU and to enable the incorporation and use of your Contribution for all the purposes specified above.

When your Contribution is used in the manner set out above, no payment shall need to be made to you or to any entity whatsoever.

You waive any moral rights in your Contribution for the purposes of its submission to and publication on any section of the Website, and for its incorporation into any work and, more generally, for all the purposes specified above.

You shall indemnify, defend and hold harmless the EBU, its Members or any authorized entity against any loss, liability, claim, demand, damage, or expense (including all legal fees and any other expenses) that may be incurred by the EBU, its Members or any authorized entity as a result of your breach of the above general requirements and/or warranty. Notwithstanding the foregoing indemnity obligation for which you shall remain fully responsible, the EBU reserves the right to assume the exclusive defence and to take over any matter.

If you do not want to grant the EBU the rights set out above and/or if you are not able to provide the EBU with the above-mentioned warranties, please do not participate in the Competition.

The rights hereunder shall be granted to the EBU, throughout and after the period of the Competition, irrespective of whether or not your Contribution is selected to participate in the Competition and irrespective of whether or not it is awarded a prize.

By participating in the Competition, you authorize the EBU to make use for publicity purposes of your full name and likenesses as well as of the full name of likeness of all persons appearing in the Contribution. You warrant that you and these persons agree to take part in public events organized by the EBU, if so requested by the EBU, including the 2008 ESC.

Miscellaneous

Participation in the Competition is free of charge. No purchase is required.

The EBU shall not be responsible if access to the Website or uploading of the Contribution is difficult or impossible. In addition, the EBU shall not be responsible for any Internet connection difficulties which prevent the despatch or receipt of e-mail messages to the winner.

The EBU reserves the right to shorten, suspend, modify or cancel the Competition in the case of *force majeure* or if internal or external circumstances require the EBU to do so. Participants agree that the EBU shall have no liability in case it exercises that right.

Entrants agree to be bound by the decisions taken by the EBU and the Jury, which shall be final and binding in all respects. No appeal shall be possible.

In the event of a dispute regarding who submitted a Contribution, the Contribution shall be deemed submitted by the authorized account holder of the e-mail address submitted in the Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider or similar organization responsible for assigning e-mail addresses to individuals. In case of dispute, the entrant selected as the winner may be requested to provide evidence that he is the authorized account holder of the e-mail address associated with the winning Entry. The EBU's responsibility shall in no case be engaged in case of dispute with respect to the provenance of a Contribution.

These Rules shall be read in conjunction with the Terms of Use of the Website.

These Rules shall be governed by Swiss law. Any dispute arising out of the present Consent shall be referred to the exclusive jurisdiction of the courts of the Canton of Geneva. Only the present English version of these Rules shall have legal force.
