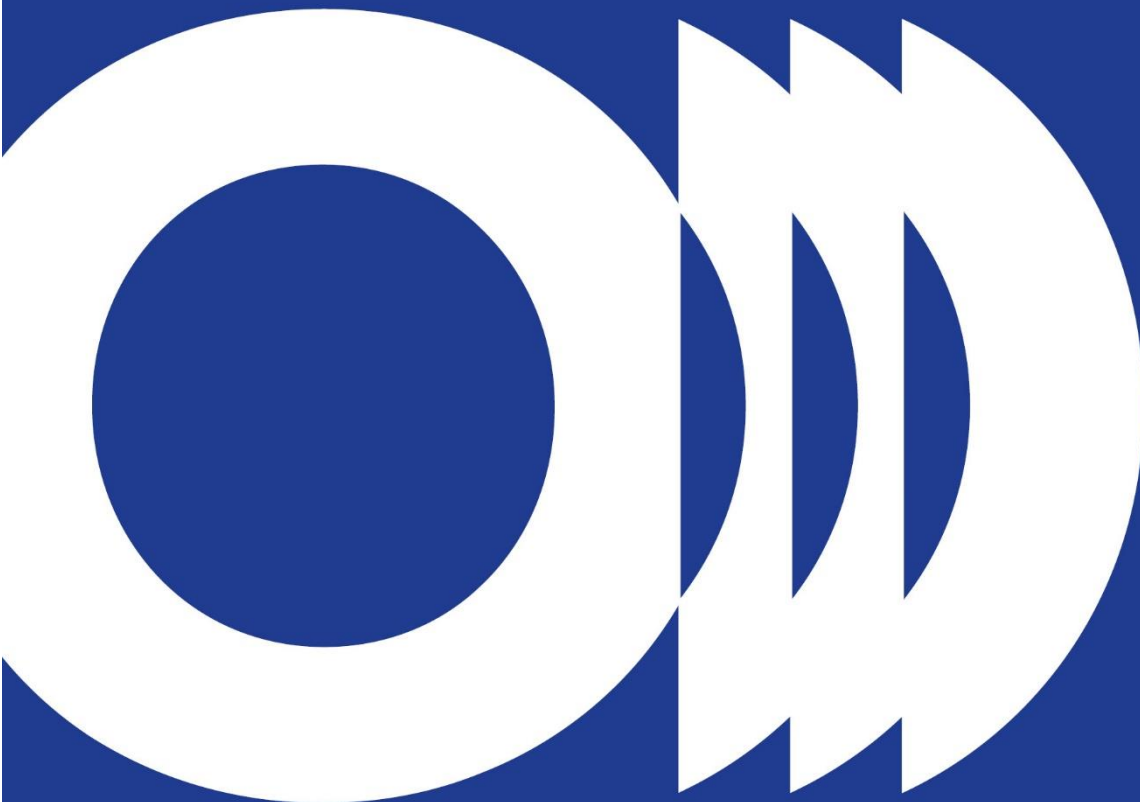


EBU

OPERATING EUROVISION AND EURORADIO

TERMS AND CONDITIONS FOR ACCREDITATION TO THE 2022 EUROVISION SONG CONTEST

Last updated 16 February 2022



TERMS AND CONDITIONS FOR ACCREDITATION TO THE 2022 EUROVISION SONG CONTEST

The following Terms and Conditions shall apply and shall, upon acceptance, be binding upon each individual who

- file and submit an application for Accreditation to the 2022 Eurovision Song Contest referred hereafter to as the “ESC” or “Event”)
- are granted on-site access to the ESC premises and/or online access to the Online Press Centre, are accredited to the ESC and/or are given an Accreditation Card (personalized or not).

The following Terms and Conditions shall govern the relationship between

- each of the above-mentioned individuals (hereafter referred to as “You” or “Applicants”) on the one hand
- and
- the European Broadcasting Union /Union Européenne de Radio-Télévision with registered office at L’Ancienne-Route 17A, 1218 Le Grand-Saconnex (Geneva) Switzerland and registered with the Commercial Registry in Geneva (Switzerland) under number IDE CHE 107.741.078 acting on its behalf as well as on the behalf of the Host Broadcaster and of the Participating Broadcasters (hereafter referred to as the “Host Broadcaster”, the “Participating Broadcasters” or the (“EBU”) when designated individually or referred as “We” or “Us” when designated collectively) on the other hand.

Capitalized terms under these Terms and Conditions shall have the meaning ascribed to them under the ESC Accreditation Handbook unless expressly stated otherwise hereunder.

SUBMISSION

When submitting an application for Accreditation and/or carrying an Accreditation Card and/or accessing the Online Press Centre, any individual who submits an application for accreditation (hereafter referred to as “You” or “Applicants”), irrespective of the Category under which You are accredited, irrevocably accept that the provisions of the present Terms and Conditions (including the provisions of the ESC Accreditation Handbook) shall apply to You without modifications and You agree to abide by and be bound by the present Terms and Conditions which constitutes a binding contract between You and the EBU acting on its behalf as well as on the behalf of the Host Broadcaster and of the Participating Broadcasters (hereafter referred to as “We”).

Only applications completed and submitted online via the appropriate channel on ebu.accredion.com (“Accredion”) within the applicable deadline will be taken into consideration.

If You submit an application for accreditation on behalf of someone else, you agree to these Terms on behalf of that individual and You represent that you have the authority to do so and have received appropriate mandate from the individual for whom you request an Accreditation. If the application for accreditation is submitted for a child under the age of majority, You warrant that You are the parent or the holder of the parental authority and that you have full authority to file an accreditation on his/her behalf. In such case, “You” and “Your” will also refer to that individual.

Please read these Terms and Conditions carefully. They constitute a contract between You and Us.

If you do not have such authority, or if You do not agree to any portion of these Terms, please do not submit an application for accreditation.

When submitting your application, the EBU and/or the Host Broadcaster and/or the Participating Broadcasters will review it in accordance with these Terms and Conditions in order to assess your eligibility to receive an accreditation to take part in the ESC 2022 in accordance with these Terms and Conditions and as further described under ESC Accreditation Handbook.

Once accredited, You will get an Accreditation Card and We will manage Your accreditation and Your attendance at the Event (including dealing with matters related to Your attendance at the Event as part of the performance of Your Role at the Event and networking) in accordance with these Terms and Conditions and as further described under ESC Accreditation Handbook.

All matters relating to Accreditation, including the determination of the Categories of accreditation, the corresponding area accesses (whether on-site or online), the attribution of the Category under which You may be accredited and of the Privileges, as well as the terms upon which Accreditations (including the quotas) are attributed or rejected are solely decided by the EBU in accordance with the ESC Accreditation Handbook.

Applicants will be informed whether their application for Accreditation has been accepted or not.

Upon submission of an Application, Applicants shall be required to accept to abide by the terms of the Health & Safety COVID-19 Code and Protocol and by the terms of the Online Press Centre.

APPROVAL/MODIFICATION/WITHDRAWAL

You hereby acknowledge and accept that

- The EBU and/or the Host Broadcaster and/or the Participating Broadcasters have the discretionary right to decide whether or not to approve/accept Accreditation and/or to grant Accreditation Cards and/or, as the case may be to grant or remove access to the Online Press Centre;
- The Host Broadcaster and/or the EBU may withdraw access, at any time, for any reason whatsoever at their absolute discretion and without being required to provide a justification, on a temporary or permanent basis, to the ESC premises and/or any ESC related area and/or to the Online Press Centre, to any Accredited individual;
- The rights and Privileges granted to any accredited individual may be modified or cancelled discretionally at any time under any circumstance and for any reason, should this be deemed necessary by the Host Broadcaster and/or the EBU, without the need to provide justification; in any case, any accredited individual breaching the Accreditation rules (including any provisions of the applicable EBU Handbooks and/or of the Health & Safety COVID-19 Code and Protocol) and/or refusing to comply with any instructions given by authorized representatives of the EBU and/or of the Host Broadcaster shall be denied access to the ESC premises and/or as the case may be, to the Online Press Centre or shall be evicted therefrom (including suspension and withdrawal of the Accreditation Card);
- The EBU and/or the Host Broadcaster may reject or cancel your Accreditation if so compelled by local authorities;
- In case of cancellation or suspension of an Accreditation, all Privileges granted by Accreditation shall cease immediately. Denial of access and/or rejection/suspension

of Accreditation from the on-going event shall be permanent, unless decided otherwise.

ACCREDITATION CARDS

Once accredited, You shall receive an Accreditation Card and You acknowledge and accept that the Accreditation Card

- is and remains the property of the Host Broadcaster;
- is non-transferrable and must be borne and clearly visible at all times during the entire time spent on the ESC's premises;
- is not valid as a ticket for the dress rehearsals or the live Shows;
- must be returned to the Host Broadcaster or the EBU immediately upon request at any time;
- may be revoked or deactivated where foreseen under the Health & Safety COVID-19 Code and Protocol issued by the Host Broadcaster (namely in case of positive test result and/or non-compliance with such Code and Protocol).

You undertake to report immediately any loss of the Accreditation Card the Accreditation Centre. The Host Broadcaster reserves the right to charge a maximum of 50€ to replace the lost Card.

UNDERTAKINGS

By entering the premises where the Accreditation Card is required for access and/or as the case may be, by accessing the Online Press Centre, You agree and accept:

- To comply and abide at all times by the provisions of the Health & Safety COVID-19 Code and Protocol of the Host Broadcaster available under eurovision.tv
- To comply and abide at all times by the terms of use of the Online Press Centre that Accredited individuals will have to accept when they create their account to have access to the Online Press Center;
- To comply at all times, promptly, with all instructions given by any representative of the EBU and/or of the Host Broadcaster;
- To comply with all provisions of applicable EBU Handbooks (including the ESC Accreditation Handbook, the Reporting Access Rules as any other EBU applicable rules) as may be made available by the EBU from time to time;
- To be inspected or searched for prohibited items and to have any prohibited items confiscated while you stay within the ESC premises;
- Not to carry into or wear on any ESC premises (even if access does not require an Accreditation Card), any political, religious, racist, promotional or advertising material, sign, objects or messages;
- Not to behave or work in an inappropriate manner and/or in a way which could infringe other persons' rights or limit or hinder anyone else's working capabilities. abuse or aggression is strictly prohibited;
- Not to copy, transmit, publish or otherwise communicate to the public any content which may be transmitted or made available via the Online Press Centre;
- To always and in any circumstances behave in an ethical manner towards the children attending the ESC;
- Not to sell, offer to sell or possess with the intent of selling any goods or services whatsoever, including selling promotional materials via online and offline platforms;
- To assume all risks related to your attendance at the ESC and other related events controlled by the Host Broadcaster and/or the EBU;
- Not to lend your Accreditation Card to anyone, including to any member of your Delegation or otherwise dispose of your Accreditation Card;

- That it is strictly prohibited to create, manufacture, distribute or carry fake Accreditation Cards and/or to carry the Accreditation Card of someone else. Such violation will result in a permanent exclusion from Accreditation to any subsequent EBU event and will be reported to the relevant authorities;
- That your Personal Information may be transmitted by the EBU and/or the Host Broadcaster to local authorities of the Host Country upon their request for the purposes of vetting check for security reasons;
- The venue premises will be monitored (e.g. CCTV and other types of video-surveillance) for health and security purposes and for protecting the ESC's reputation and that You will be filmed and recorded while attending the Event for fulfilling such purposes.

CONTENT MATERIAL/FILMING AT THE EVENT

You acknowledge and accept that:

- Specific ESC Reporting Access Rules specify what content Press representatives and/or media outlets may produce; any use of material which is not specifically allowed in the ESC Reporting Access Rules or hereunder shall be strictly prohibited except with the prior written express approval of the EBU;
- Press representatives and/or media outlets which have been accredited at previous ESCs may be asked by the EBU to provide copies of their previous coverage of the ESC to make sure that they have actually covered the ESC's the previous years and that they are eligible to get a P-Accreditation;
- You are strictly prohibited from recording and/or transmitting and/or making available (on any media, including, without limitation, the Internet and mobile devices such as mobile telephones and PDA's) images of the rehearsals, press conferences and/or the live Shows from any of the screens on the ESC's premises and/or images or content from the Online Press Centre;
- Holding an Accreditation Card or having access to the Online Press Centre shall in no case confer the right to broadcast, record, transmit or otherwise make available, in part or in whole the broadcast signal of the rehearsals and/or the Show(s) and/or content made available through the Online Press Centre;
- You grant the Host Broadcaster and the EBU and/or their licensees the non-exclusive right, on a free of charge basis and without limitation in time, to use and record your voice, image and likeness in connection with moving and still image broadcasts, any recordings related to the ESC or other related events controlled by the Host Broadcaster and/or the EBU.

COLLECTION AND PROCESSING OF PERSONAL INFORMATION

When You apply for accreditation, we collect and process certain Personal Information relating to You. Such Personal Information will be processed in accordance with the provisions of the ESC Privacy Notice, available under ebu.accredion.com, for the purposes of

- managing Your accreditation at the ESC (including applying for accreditation)
- managing your attendance at the Event (including for the purposes of dealing with all matters related to your attendance at the Event as part of Your role at the Event, of networking and of promoting the Event)

You acknowledge and agree that the Privacy Notice may be periodically changed, modified, or otherwise updated at discretion, without prior notification.

LIABILITIES

You accept and agree that

- When You use Accredion or other ESC related online platform (such as the platform for the Online Press Centre), You shall not use it in a manner which could be detrimental to the service or against the law;
- Accredion or other ESC related online platform (such as the platform for the Online Press Centre) are provided on an “AS IS” basis and that the EBU grants no warranties of any kind, express, implied or statutory. The EBU specifically disclaims any implied warranties of merchantability, fitness for a particular purpose or of non-infringement.
- You shall not hold the Host Broadcaster and/or the EBU and/or the Participating Broadcasters, their suppliers, partners or their third-party providers liable for any costs, damages, including any direct, indirect, incidental, special, exemplary, punitive or consequential damages which may arise in connection with these Terms and Conditions, pursuant to your attendance at the Event and/or pursuant to any Event cancellation and/or rejection of access and/or withdrawal of the Accreditation Card and/or use of related services (including Accredion or other related ESC online platforms) regardless of whether caused by negligence or gross negligence of the EBU, the Host Broadcaster, the Participating Broadcasters, their suppliers and partners and regardless of the form of action, the basis of the claim, or whether or not, the EBU has been advised of the possibility of such damages;
- You shall compensate any loss or damage and that You shall indemnify the Host Broadcaster and/or the EBU and/or the Participating Broadcasters their suppliers, partners or their third-party providers against all damages and liabilities which may result from and/or arise out of your breach of any provision of the present Terms and Conditions (including breach of any provisions of applicable EBU Handbooks released for the ESC or from the Privacy Notices) and/or from any behaviour by which You may harm the proper functioning of Accredion or other ESC related online platforms (including the Online Press Centre) and/or the smooth operation of the ESC and/or the reputation and/or the image of the EBU, the ESC, the Host Broadcaster and/or the Participating Broadcasters;
- All decisions taken by the EBU, the Host Broadcaster and/or the Participating Broadcasters shall be final and binding and You agree that no remedy shall be possible. You irrevocably waive your right to trial by jury in any action or proceeding arising out of these Terms and Conditions.

APPLICABLE LAW

These Terms and Conditions are subject to Swiss Law and shall be applicable to individuals applying for accreditation at the ESC.

LANGUAGE

These Terms and Conditions are drafted in English. If You have received these Terms and Conditions or any other document related to the ESC Accreditation translated into a language other than English and if the meaning of the translated version is different than the English version will control.

Last updated: 16 Februray 2022