

In accordance with Article 21, paragraph 1 of the Croatian Radio and Television Act (*Official Gazette* nos.137/10, 76/12, 78/16, 46/17, 73/17 and 94/18) and Article 15, paragraph 1 of the Croatian Radio and Television Statute (*Official Gazette* no. 14/13), on 27 October 2021 the Croatian Radio and Television Director General passed the following:

**RULES
FOR CROATIA'S NATIONAL SELECTION
FOR THE EUROVISION SONG CONTEST ENTRY – DORA 2022**

Article 1

- (1) These Rules set forth the procedure for the *DORA 2022* Contest (hereinafter: DORA 2022) – selection of the original song (lyrics and music) and Croatia's representative at the EUROVISION SONG CONTEST 2022 (hereinafter: Eurovision Song Contest 2022).
- (2) DORA 2022 shall be organized by Croatian Radio and Television (hereinafter: HRT) in accordance with the EBU Rules of the Eurovision Song Contest: *2022 ESC Official Rules*.
- (3) The terms in these Rules referring to physical entities in the masculine form shall equally refer to persons of both male and female gender.

Article 2

- (1) The DORA 2022 Contest shall comprise a single evening to be held and broadcast live on HTV Channel One and hrt.hr webpage in February 2022.
- (2) In the event of any changes in the program plan, HRT reserves the right to alter the program and broadcasting date and time of the programs in the previous paragraph.
- (3) The entries for the DORA 2022 Contest shall be selected by a jury consisting of HGU, HDS and HRT representatives (hereinafter: the Jury) appointed by HRT.
- (4) Based on a public competition published on the HRT official website, which will be open from 27 October until 25 November 2021, the Jury will select 14 original songs and 4 backup songs.
- (5) The criterion for song selection shall be exclusively artistic merit with emphasis on the quality of music and lyrics and the entire work.

Article 3

- (1) The public competition entries may solely be songs which have not been publicly performed or made public in any way, and for which the music's composers and lyricists hold the rights as per the competition rules.
- (2) Eligible public competition applicants shall be authors, artists, phonogram producers or other persons who provide proof (consent) showing that copyright and performance and phonogram rights for the entry have been settled.
- (3) If the composer and the lyricist are not the same person, the composer shall be obliged to obtain the lyricist's written statement allowing the use of the lyrics for the

application as per this competition or ensure that HRT concludes a contract allowing the use of the author's work with the lyricist as required in the competition.

(4) The artists/DORA 2022 Contest participants must not be under the age of 16 on the date of their application for the public competition. Underage contestants shall be obliged to provide a written statement by a legal representative consenting to their participation in the DORA 2022 Contest.

(5) The artists must be citizens of the Republic of Croatia and shall be obliged to present HRT with proof of citizenship as part of their public competition application.

(6) The maximum duration of the composition is 3 minutes, including the echo of the last note.

Article 4

(1) The applicants are to send their applications via the online form available on the HRT official website.

(2) The application must contain the following items:

1. a filled out form with the information on the songwriters and artist/artists (full name, address of permanent or temporary residence and contact details) containing the acknowledgement certifying the applicant understands and accepts the provisions of the Rules for Croatia's National Selection for the EUROVISION Song Contest Entry – DORA 2022 and consent for personal data processing in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (*Official Journal of the European Union*, L119/1),

2. a studio FINAL MASTER recording of the composition in MP3 format as part of the online application, with the same artist(s) who will perform it at the DORA 2022, sung in Croatian or some other official European language, as well as the entry's lyrics,

3. proof (consent) as per Article 3, paragraph 2 of these Rules,

4. statement by the lyricist as per Article 3, paragraph 3 of these Rules, if applicable,

5. statement by a legal representative consenting participation in the DORA 2022 Contest as per Article 3, paragraph 4 of these Rules, if applicable (in the application form)

6. proof of the artist's Croatian citizenship (copy of the certificate of citizenship or ID card)

(3) The application forms required for the public competition are available at the HRT webpage www.hrt.hr/prijave/dora.

Article 5

(1) The applicants whose songs are selected by the Jury as per Article 2, paragraph 4 of these Rules shall be obliged to provide HRT with an UNMAXIMIZED recording in stems (in accordance with the precise instructions which are to be published on the website) WITHOUT THE LEAD VOCAL, but WITH BACKING VOCALS which will be used for the live performance at DORA 2022, and to make a stage plan indicating the approximate positions of the artists on stage, taking into account that the number of

artists on stage is limited to six people, and to provide HRT with it by 22 December 2021 at the latest.

(2) The artists whose songs are selected by the Jury as per Article 2, paragraph 4 of these Rules shall be obliged to attend all the rehearsals for their performance at DORA 2022, as planned by HRT.

(3) The artists whose songs are selected by the Jury must have their official photos and biography in Croatian and English ready for use on digital channels within a week following the announcement of the Competition results.

Article 6

(1) A total of 14 original songs shall participate in the live broadcast of the DORA 2022 Contest.

(2) The best song shall be selected by televoting and Jury votes.

(3) HRT reserves the right to set the running order of the DORA 2022 song performances.

(4) HRT will set forth special rules regulating the composition and method of appointment of jury, as well as the televoting and jury voting method, by 20 January 2022 at the latest.

Article 7

HRT will ensure, at its own expense (travel and accommodation costs), the winning song artist(s) perform at an ESC 2022 Semi-Final in Torino (Italy) on 10 or 12 May 2022, and if they qualify, also at the Final on 14 May 2022.

Article 8

(1) The artists who sign the contract and agree to perform at DORA 2022 shall be obliged to respond when asked to participate in press conferences as part of the DORA 2022 Contest, as per the HRT work plan. HRT and the artists shall coordinate their schedules as much as possible, but the final schedule plan shall be prepared and confirmed by HRT.

(2) HRT shall bear travel costs for the artists/DORA 2022 Contest participants from their place of permanent or temporary residence in the Republic of Croatia to the location where DORA 2022 will be held and back, as well as living expenses as per HRT work plan, in accordance with the HRT general acts, and shall be obliged to ensure equal treatment for all Contest participants.

(3) The artists and authors shall grant exclusive rights of television recording and broadcasting for HRT, meaning that, until the DORA 2022 Contest is completed, they will not perform the songs intended for HRT's program at public performances or in videos or audios on other television or radio stations in the country or abroad, nor on social networks, i.e. any linear or nonlinear platforms, without HRT's special written

permission. HRT reserves the right to release promotional one-minute song extracts before DORA 2022.

(4) At the Eurovision Song Contest 2022, the song shall be performed in the same form in which it was performed when it won DORA 2022 (including the language in which it is sung). If necessary, only minor alterations shall be allowed and solely with HRT's approval.

(5) The performance at DORA 2022 will be registered as the official music video for ESC 2022, unless the artist makes and provides a music video (which meets the criteria, i.e. it must be of the required technical quality and not contain any sponsored or advertising messages) before the deadline for registering the material with EBU (early March 2022).

(6) A single Dora statuette shall be awarded to the winning artist, soloist or group (with the exception in case of duets between otherwise independent musical artists where each shall be awarded a statuette). The music's composers and lyricists shall also be awarded a statuette. Regardless of the number of composers or lyricists, a single statuette shall be awarded for each category.

Article 9

(1) As per ESC Rules, the DORA 2022 winning song will be performed LIVE at the Eurovision Song Contest 2022, i.e. the lead vocal shall be accompanied by a MULTICHANNEL instrumental track in stems.

(2) The track must include backing vocals. Sampled effects resembling human voice are also allowed.

Article 10

(1) The authors, selected artists and holders of the phonogram producers' rights for DORA 2022 shall grant HRT, by written contract, the rights to the song and its performance as per 2022 ESC Official Rules, including the right to release the composition as part of a compilation produced by EBU.

(2) HRT shall have the right to release a domestic CD and/or digital media product, either independently or co-produced with a domestic record label.

(3) HRT reserves the exclusive right of artist selection, as well as the right to replace the selected artist performing a particular song by the starting date of the DORA 2022 Contest, particularly in case of inability to perform or in order to improve the quality of the performance.

(4) In the event the artist performing the DORA 2022 winning song is unable to perform at the Eurovision Song Contest 2022, HRT shall have the right to replace the artist by another of its choice.

Article 11

(1) Those participating in the competition to select the winning DORA 2022 composition, i.e. songwriters, composers, contestants, artists, owners of master (audio) tracks, backing instrument and vocal tracks and any other holders of right(s) for the selected songs/recordings, shall be obliged to conclude a contract with HRT, granting HRT the following rights for the winning song (hereinafter: the Song):

- a) the exclusive right, unlimited in time, to public performance of the Song;
- b) the exclusive right, unlimited in time, of live broadcast and recording of the Song performed either as part of the 2022 DORA Contest or separately (audio and video) in its own production or co-production with third parties, using any technical procedure currently known or developed in the future, the unlimited right of broadcasting the recording of the Song (as part of the 2022 DORA Contest or separately) in all its TV and radio programs, via terrestrial, satellite or cable television, the Internet, mobile phones, mobile receivers, etc., in any technical standard (analogue, digital, HD);
- c) the exclusive right, unlimited in time, to exploitation of the recording of the Song as performed at the 2022 DORA Contest (audio and video) via a non-linear system – on demand using any current or future technical system (terrestrial, by cable, satellite, telephone line, mobile phone, the Internet, mobile receivers, etc.) for reception and broadcasting on any type of device (TV set, big screen, computer screen, mobile phone, etc.) in any technical standard (analogue, digital, HD), including the interactive system;
- d) the exclusive right to release the Song as part of a 2022 DORA media product, in its own production or co-production with another publisher, on phonograms and/or videograms (audio cassettes, video cassettes, CDs, digital releases, etc.), the right to print the Song lyrics in graphic form;
- e) the exclusive right to sell the Song, or any program (broadcast) containing the Song, to broadcasters or any third parties in the country and abroad, and the right to exchange such programs with broadcasters in the country and abroad;
- f) the exclusive right to use extracts from the Song as performed at the 2022 DORA Contest in other audiovisual works and TV and radio programs:
- g) the right to translate the Song lyrics into foreign languages by dubbing or subtitling;
- h) the right to use the Song in sponsored programs and all promotional programs related to the 2022 DORA Contest, including upload to social networks;
- i) the exclusive right, unlimited in time, to recording and unlimited broadcasting, as well as commercial exploitation of a special TV music video containing the Song or, in the event a TV music video is not produced, unlimited right to exploitation of the TV recording of the Song and modification of the recording so that EBU can use it in connection with the 2022 Eurovision Song Contest;
- j) the exclusive right to exploitation, reproduction, printing and publishing of name, image, voice, biography and photographs made for the purpose of the Song promotion in connection with the 2022 DORA Contest without limitation in time;
- k) the right to use the Song for ringtones, real tones, polyphonic melodies, wallpaper and MP3 download on mobile phones.

Article 12

(1) The songwriters, composers, contestants, artists, owners of master (audio) tracks, backing instrumental and vocal tracks and any other holders of right(s) for the selected DORA 2022 winning Song, shall be obliged to acknowledge and accept the Rules of the Eurovision Song Contest 2022 and accordingly grant HRT minimally the following rights for the Song:

a) the exclusive right, unlimited in time, to publicly perform the Song as part of the 2022 Eurovision Song Contest;

b) the exclusive right, unlimited in time, to record and broadcast the live performance of the Song (both audio and audiovisual), including live performance, recording at dress rehearsal or recording in some other way as part of the 2022 Eurovision Song Contest or separately (audio and video), using any technical procedure currently known or developed in the future, the unlimited right of broadcasting the recording of the Song (as part of the 2022 Eurovision Song Contest or separately), in TV and radio programs, broadcasting in public and closed spaces, using any technical means (via terrestrial television, satellite, cable, fiber, telephone line, broadband network, the Internet, mobile telephony or any combination thereof, including simultaneous, unabridged and unchanged retransmission via such means), in any technical standard (analogue, digital, HD), for reception and display on any type of device (such as television sets, big screens, video walls, computer screens, hand-helds, portable devices and mobile phones), irrespective of the mode of financing of the service;

c) the exclusive right, unlimited in time, to exploitation of the recording of the performance of the Song (including both dress rehearsal and live broadcast) performed as part of the 2022 Eurovision Song Contest (audio and video) via a non-linear system – on demand using any current or future technical system (terrestrial, by cable, satellite, telephone line, mobile phone, the Internet, mobile receivers, etc.) for reception and broadcasting on any type of device (TV set, big screen, computer screen, mobile phone, etc.) in any technical standard (analogue, digital, HD), including the interactive system;

d) the exclusive rights, unlimited in time, to public performance of the Song (including dress rehearsals) and public presentation, in whole or in part, in public places, with or without charge;

e) the non-exclusive rights, unlimited in time, to use the Song in announcements (in whole or in part), including use on demand, its inclusion in other audiovisual work, official DVD compilation or digital releases;

f) the right, unlimited in time, to release, distribution, sale and other use of the performance of the Song (including dress rehearsals) in phonograms and/or videograms – CDs and DVDs and the like (including the karaoke version), and digital release together with the other songs participating in the 2022 Eurovision Song Contest, and use of the Song performance for promotion of these releases, and use of the TV music video in Article 12, item i) herein, as well as other video material filmed for the 2022 Eurovision Song Contest and for DVD release;

g) the non-exclusive rights, unlimited in time, to exploitation of the Performance, i.e. the Song as performed at the 2022 Eurovision Song Contest, in other audiovisual works and TV and radio programs (in whole or in extracts), including all the 2022 ESC participants and all EBU members;

- h) the non-exclusive rights, unlimited in time, to exploitation of the recording of the Song as performed at the national selection contest (in whole or in parts) in programs of all the participants and EBU members (including on-demand broadcasting);
- i) the right, unlimited in time, to make copies of the Song lyrics and translate them into English, French and any other languages of EBU members and make them available to the public, including publishing them in an information sheet or booklet accompanying a CD and/or DVD and use in commentaries, spokesperson's statements and accompanying material as part of the 2022 ESC for all EBU members participating in the 2022 ESC;
- j) the right, unlimited in time, to exploitation, reproduction, printing and publishing of the name, image, voice, photographs (including backstage photographs) and biographies of the contestants, artists and other rights holders and use of the material on the 2022 Eurovision Song Contest, specifically regarding promotion, broadcasting and/or commercial exploitation via all means and in all the media, currently known or developed in the future. The above includes the use of the recordings of the contestants for the purpose of the voting app, photographs taken at rehearsals and backstage, audiovisual material for the CD and DVD compilation, the official 2022 Eurovision Song Contest website and other media products, and use of recordings or other films and photographs, filmed during dress rehearsals and/or press conferences, red carpet ceremonies or any other 2022 ESC event, for any of the above listed purposes;
- k) the right, unlimited in time, to reproduce and release an audio and/or audiovisual recording of the Song for the needs of an on-line karaoke game as part of the 2022 Eurovision Song Contest (the song lyrics with or without an accompanying backing instrumental and vocal track for the song, by any person participating in the web contest) should it be held, and to make the audiovisual recording of the Song available to the public free of charge (for streaming and/or download) to be broadcast worldwide an unlimited number of times and via any technical means;
- l) the right of recording during the 2022 Eurovision Song Contest, including all accompanying events and backstage filming for all accredited journalists and fans, and participating broadcasters and EBU members for documentary films, magazines, reports, etc., as well as the right to live broadcasting and recording of the Opening Ceremony and press conferences (which all the artists are obligated to attend), all for unlimited use in all the media, including CD/DVD compilations;
- m) the unlimited right of reproduction and distribution of audio digital releases (download for PC or mobile devices) via the Internet or mobile devices, together with the other songs participating in the 2022 Eurovision Song Contest;
- n) the unlimited right of reproduction and distribution of an audio digital release of the Performance individually (download for PC or mobile devices) via the Internet or mobile devices;
- o) the unlimited right of reproduction and distribution of audiovisual digital releases (download for PC or mobile devices) via the Internet or mobile devices, together with the other participants in the 2022 Eurovision Song Contest or separately;
- p) the right to data processing related to the organization of the 2022 Eurovision Song Contest, including any prior or subsequent events connected with the Contest (such as press conferences, red carpet ceremony, social programs or promotional activities) and

all accompanying events, provided they are informed about the type, purpose and modalities of data processing

(2) HRT shall have the right to grant to any third party all the rights of exploitation of the Work in this Article, particularly for the organization of EBU's 2022 Eurovision Song Contest.

Article 13

(1) The artist(s) performing the selected Song shall be obliged to participate in all the press conferences in connection with the 2022 Eurovision Song Contest, particularly the Opening Ceremony, and shall agree to live broadcasting and filming of the press conferences and use of the filmed material in all the media worldwide without limitation, including use of such material in CDs and/or DVDs.

(2) Should the artist(s), through their own fault, fail to perform in the Semi-Final or, in the event of qualifying, in the Final of the 2022 Eurovision Song Contest or fail to fulfill their obligations to HRT or the Contest organizer and EBU, they shall be liable to HRT for any property and non-property damage incurred thereby.

Article 14

(1) By applying to the DORA 2022 public competition, the authors, artists and phonogram producers acknowledge they fully understand and accept the Rules for Croatia's National Selection for the Eurovision Song Contest Entry – *DORA 2022*.

(2) HRT reserves the right not to select any of the songs or artists.

(3) These Rules will be published on the HRT website and teletext.

CROATIAN RADIO AND TELEVISION

HRT Director General

Robert Šveb