

Annex 3

AUTHORIZATION (and ASSIGNMENT)

Under the provisions of the Regulation regarding the National Selection for Eurovision Song Contest 2016, in particular Article 2 (d) and in accordance with the relevant applicable legal requirements,

The undersigned (a)¹..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... no. issued by..... on.....,
acting as AUTHOR,

The undersigned (a)¹..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... no. issued by..... on.....,
acting as AUTHOR,

The undersigned (a)¹..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... No. issued by..... on.....,
acting as AUTHOR,

The undersigned (a)¹..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... No. issued by..... on.....,
acting as AUTHOR,

The undersigned..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... No. issued by..... on.....,
as PERFORMER,

The undersigned..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... No. issued by..... on.....,
as PERFORMER,

The undersigned..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... No. issued by..... on.....,
as PERFORMER,

The undersigned..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... No. issued by..... on.....,
as PERFORMER,

¹ to be filled in by all the authors, performers and also by the producer's representative, if applicable.

and

The undersigned..... domiciled in,
..... Street, no., building, apt., district...../..... County,
holder of Identity Card series..... No. issued by..... on.....,
representative of..... with its head office in.....,
..... Street, no., district...../.....County, sole registration
code....., Tax Identification Code....., as PRODUCER (if applicable),

In our capacity of copyrights/related rights over the song entitled.....,
enlisted for the national preselection and selection for Eurovision 2016 organized by SRTv, as
well as in the case of winning the national selection, in the final of Eurovision 2016 which is to
take place in Sweden in the period 08-14 May 2016, we hereby declare and undertake as
follows:

1. We hereby declare on our sole responsibility that we are the holders of the
copyrights/related rights and we grant all of them to all holders of the rights over the song / or
for performing the song entitled

2. We hereby assign (authorize) Societatea Romana de Televiziune (SRTv) the
patrimonial copyrights and/or related rights resulting from our capacity of
author/performer/producer of the song/recording, in the territory of Romania and abroad,
throughout the entire term of the legal protection, without any payments (except those for
which collective management is required by the law), including to consent to their utilization by
others, as well as the right to authorize or to prohibit the following:

- recording, on any media, of the performances during the contest;
- reproduction of the piece of work (including the reproduction of the lyrics or translations in brochures accompanying the commercial storage media -CD, DVD etc, on the internet or in the brochures made available to the audience, for subtitling, Karaoke, with or without audio media etc.), the reproduction of the recorded performances or (master) recordings on any media;
- distribution, rental and/or borrowing the audio-visual recordings (including Karaoke versions) of the shows, either individually or as part of any compilations on CDs, DVDs (or similar media) of the Eurovision contest and other digital media products, as a whole or separately under the official brand of the contest (EBU) or under the brand of SRTV or of their official partners;
- import of audio-visual recordings of the shows, as a whole or individually, for trading on the international market;
- radio-broadcasting and public communication, by any means, including, without limitation, the following utilizations: the performance of the song in shows, unlimited radio-broadcasting or the performances given in shows (live or recorded, in whole or in part) on TV or on the Radio (land, satellite, antenna, cable, fiber or wireless transmissions), public communication on the Internet and/or the mobile networks, by webcasting, simulcasting, video streaming, download

ringtone or any other possible utilization, including the simultaneous and unaltered re-transmission (cable re-transmission), irrespective of technical standard - analogue, digital or HD -, for the reception and playback on any type of receiver (tv, giant screen, wall projection, computer monitor, mobile mini-receivers, mobile phones) irrespective of its location (including public spaces, cinemas, performance halls) and regardless the mode of financing of the service, whether a free or a pay service etc.;

- public availability, allowing access from any location and at any chosen time, individually by the public, by any interactive utilization method (video on demand etc.);
- cable re-transmission;
- creation of other works, derived by adaptation (by the integration, in whole or in part, in any video clip, show or audio-visual production, promo etc.) or by translation, compilations etc. of the song and/or of the performance of the song entitled

..... and enlisted for the national selection for Eurovision 2016, organized by SRTv.

2.1. The assignment of the patrimonial copyrights and related rights is exclusive throughout the duration of the contest on the Romanian territory and non-exclusive on the international territory. After the contest ends, the assignment shall be non-exclusive throughout the entire legal protection term.

2.2. If SRTv decides to create media products on commercial media (CD/DVD, etc.) or digital products with the songs participating in the Eurovision contest, it shall pay to the rightholders the emoluments provided by the methodologies in force. In the absence of any methodologies, the emoluments shall be paid from the amounts collected by SRTv as follows: 10% for the authors, 10% for the performing artists and 10% for the producer (if applicable).

2.3 We hereby guarantee that we are the holders of all granted rights and we are responsible for any third party's claim related to the rights granted to SRTv.

3. We hereby guarantee that the text of the song entitled does not discredit the Eurovision 2016 contest and does not have an obscene, political or publicity content.

4. We shall provide the translation and adaptation in French and English of the lyrics if the song entitled..... wins the Eurovision 2016 National Selection, therefore, we authorize (assign the patrimonial copyrights and/or related rights for recording, reproduction, audio-visual adaptation, full and/or sequential radio-broadcasting, re-transmission, public communication, including through Internet availability to the public and distribution, over the translation (derivative work) throughout the entire legal protection term, in the Romanian territory and worldwide, under the conditions mentioned above.

5. We hereby acknowledge and confirm SRTv's capacity of organizer and producer of the National Selection in any public show and any reference to the Eurovision 2016 contest.

6. We shall not sign, without SRTv's written consent, any type of agreement with third parties or institutions for the promotion of the song entitled.....and we shall not promote this song during shows, radio or TV programs, for any of the phases of the Eurovision 2016 National Selection, or for the international phase of Eurovision 2016 organized in Sweden.

7. We shall comply with the rehearsal and shooting/live transmission schedule communicated by SRTv and we shall not take any actions which might affect such schedule.

8. We shall comply with the show concept set out by SRTv for the winning song for the final of the contest organized in Sweden, as well as for the video clip of the winning song (stage design, costumes, direction, etc.);

9. We shall be available to promote the Eurovision 2016 schedule (preselection and National Selection and the final organized in Sweden), according to SRTv's strategy (promotional shootings, press interviews, photo shootings, press conferences, etc.);

10. We shall mention the name of SRTv and of the co-organizers (if applicable) as organizer, whenever we make a public reference to Eurovision;

11. We shall behave in a civilized manner and make no tendentious or negative reference to the contest or the organizer during the Eurovision 2016 contest – starting from the preselection period, for a period of 6 months after the end of the final organized in Sweden.

12. We grant the Organizers, upon request, the right to take interviews/photo shootings, etc.

13. We shall inform the Organizers in advance of all the PR activities we intend to carry out, in addition to the promotion package created by the Organizers (interview/photo shootings proposals, invitations to TV/radio shows, etc.);

14. We shall wear the signs of Eurovision, of the Organizers and the Sponsors while we stay in Sweden for the final of Eurovision 2016;

15. We shall not use the brands of Eurovision or SRTv or any other brand associated to the project, without the Organizers' express and prior consent;

16. If the PERFORMER refuses to perform the song entitled..... in the National Selection for Eurovision 2016, in the semifinal or the final of Eurovision 2016 which is to take place in Sweden in the period 08-14 May 2016, he/she undertakes to promptly pay SRTv an indemnification of 100,000 euro, without any further formalities, with no need for a notice of default or a court intervention.

In addition, he/she shall bear all the costs incurred by TVR in organizing the Preselection and the National Selection, as well as the material damage claimed by EBU. In case of force majeure, the PERFORMER may be replaced with the agreement of SRTv, no damages being claimed.

17. If the WINNING PERFORMER in the National Selection Eurovision 2016 fails to be present at the time when the award is announced and delivered at the place of transmission, he/she undertakes to promptly pay SRTv an indemnification of 100,000 euro, without any further formalities, with no need for a notice of default or a court intervention. In case of force majeure, the PERFORMER may be replaced with the approval of SRTv, no damages being claimed.

18. We hereby authorize the utilization, reproduction, printing and publication of the name, images, voices, pictures and biographies of the author, the performer and the rightholders within the context of promotion, broadcasting and/or commercial exploitation of the shows, by all currently known and future means and media, for an unlimited period of time. This also includes the utilization of photographs and any other audio - video materials created during the rehearsals and backstage, for DVD compilations, the websites www.eurovision.tvr.ro and www.eurovision.tv or any other media product. In this respect, we hereby authorize the right to digitally launch the photographs and any possible logos of the artists, as delivered separately or as a whole (one file for each), e.g. for wall papers.

19. The author, the composer and/or the producer hereby agree that the lyrics of the song may be used, with or without its audio version, by any person participating with the song in any contests and that the audio-visual record of the performance may be published free of charge and broadcasted anywhere in the world, for an unlimited number of times and an unlimited period of time, by any technical means (including television, Internet, broadband and mobile telecommunication technology, etc.), i.e. to:

- (i) perform the song using the karaoke version of its audio recording as soundtrack,
- (ii) make audio-visual recordings of this performance, so that such recordings could be made public free of charge (e.g. through downloads and/or streaming) and TV broadcasted worldwide for an unlimited number of times and an unlimited period of time, by any technical means (including TV, Internet, broadband and mobile telecommunication technology).

20. The artists have the obligation to take part in the press conferences organized by SRTv and EBU. The winning artist (artists) has/have the obligation to take part in the official press conference taking place after the national and international finals, to authorize the utilization of any recording on any media channel (including the Internet), without any time and territory limitations.

21. The artists have the obligation to return the clothes and the properties made available by SRTv based on a report of receipt, within maximum 7 days after the end of the contest, otherwise they hereby undertake to pay to SRTv the equivalent value of the goods supplied.



I have taken note of the Regulation for participation in Eurovision 2016 and the EBU Regulation and I hereby undertake to follow them. I have also become aware that the breach of any of the above obligations will entitle the Organizers (SRTv and any co-organizers) to claim damages from the undersigned, for any material damage and/or damaged reputation suffered by the Organizers (SRTv and any co-organizers) or by any third party to whom the Organizers (SRTv and any co-organizers), following a final decision of a court, might be obliged to pay damages as a result of such breach.

AUTHOR,

PERFORMER,

PRODUCER,