

2026
MESC
Regulations



Malta
Eurovision
Song Contest

Introduction

The Malta Eurovision Song Contest (MESC) is Malta's premier televised song competition, attracting the largest national audience and broad participation across all age groups. The Contest selects the Maltese act eligible to participate in the Eurovision Song Contest (ESC).

Eurovision is the network of public service media organisations that collaborate to produce the ESC. Public Broadcasting Services Limited (PBS), as Malta's sole member of the European Broadcasting Union (EBU), is responsible for organising, producing and controlling MESC and, where applicable, for Malta's participation in the ESC.

Definitions

For the purposes of these Regulations, the following terms have the meanings set out below. Capitalised terms used elsewhere should be read accordingly.

"Artist": A singer, duo, group or band performing the Entry at MESC. For clarity, "Artist" does not include dancers or non-musical performers.

"Author" / "Composer": The natural person(s) who created the lyrics ("Author") and the musical composition ("Composer").

"Backings" / "Backing Vocals": Any vocals other than the Lead Melody (e.g., harmonies, ad-libs), whether performed live on or off stage and/or included on the Playback Track, subject to the technical rules.

"Contest" or "MESC": The Malta Eurovision Song Contest, Malta's official national selection for the ESC, organised by PBS.

"Contest Materials": All audio, visual and audiovisual materials created for or submitted to MESC, including recordings, stems, photographs, video assets, artwork, biographies and look-and-feel presentations.

"EBU": The European Broadcasting Union, the association of public service media organisations that owns and administers the ESC format.

"Entry": A Song and its Performance submitted to and accepted for MESC in accordance with these Regulations.

"ESC": The Eurovision Song Contest, an international co-production by EBU Members under EBU rules.

"ESC Master": The definitive studio sound recording of any replacement song selected or commissioned by PBS for Malta's ESC participation; assigned to and exploitable by PBS on the same terms as Article 10 (including royalties, credits and reversion).

"Fair Market Value" (FMV): the cash price a willing buyer and seller would agree in an arm's-length transaction for the outright assignment of master rights, taking into account recent comparable EU transactions for similar repertoire, artist profile, recording quality and exploitation potential.

"Final": The televised final phase of MESC.

"Jury" or "Professional Jury": The panel appointed by PBS to evaluate Entries in accordance with the Voting Rules (Annex A).

"Lead Dub(s)": Live supporting doubles of the Lead Melody (on or off stage). Lead Dubs may not be included on the Playback Track.

"Lead Vocal" / "Lead Melody": The principal vocal line of the Song performed live by the designated Artist(s).

"Net Receipts": For Article 10 royalty purposes, PBS's gross receipts from commercial exploitation of the Winning Master outside ESC deliverables less third-party distribution/collection fees and directly attributable, verifiable out-of-pocket costs related to that exploitation.

"Non-Winners' Licence": the limited, non-exclusive, royalty-free, worldwide licence granted to PBS by rightsholders of Non-Winning Entries (i.e., Entries that do not win MESC 2026) on the terms set out in Annex B, permitting PBS to use the Entry and associated Contest Materials for broadcast, VOD,

editorial promotion, clips/compilations, monetisation on Official Platforms, and accredited press, for the Term and territory stated in Annex B, without transferring ownership of underlying copyrights.

"Official Asset Pack" / "Participant Toolkit": The PBS-supplied branding, logos, templates, photos/video and usage guidelines for participants' promotional activity.

"Official Platforms": PBS/MESC-operated broadcast channels, websites and social media accounts.

"Ordinarily Resident": Physically present and habitually living in Malta for an uninterrupted period of 24 months immediately preceding 1 May 2026, subject to normal short absences that do not indicate a change of principal residence.

"Participant": Each Artist, Author, Composer, producer and any other rightsholder who participates in or submits an Entry to MESC.

"Performance": The live presentation of the Entry on stage, including vocals, choreography, props and staging elements.

"Playback Track": The stereo playback file supplied by the Participant for the live Performance, which must exclude Lead Vocals and Lead Dubs and comply with the technical rules.

"PBS": Public Broadcasting Services Limited, Malta's public service media provider and the organiser of MESC.

"Selection Phase": The pre-broadcast phase in which Entries are screened and scored to determine the shortlist advancing to later phases.

"Semi-Final": The televised phase preceding the Final.

"Song" / "Composition": The underlying musical and literary work (melody, harmony and lyrics) protected by copyright and owned by the Author(s)/Composer(s) and/or their publisher(s).

"Stems": Discrete multitrack audio files (e.g., drums, bass, instruments, BVs, click, guide) FOH/broadcast control and compliance checks.

"Televote": The public voting component administered via the official provider's channels, measured as per Annex A.

"Voting Rules": The scoring, weighting, tie-break provisions as listed in Annex A.

"Winning Artist": The Artist performing the Entry declared the winner of MESC. The Winning Artist earns the right to represent Malta at the ESC, with the ESC song selection (revamped winning song or a different song) determined by PBS in accordance with Article 9.

"Winning Master" or "Winning Master Recording": The definitive studio sound recording of the winning Song at MESC 2026, including any PBS-commissioned edits, revamps, re-recordings or remixes for ESC compliance and broadcast deliverables; the object of the master rights assignment in Article 10.

"Working Day": Any day other than Saturday, Sunday or a Malta public holiday. Unless stated otherwise, times refer to Europe/Malta time (CET/CEST).

Terms and Conditions

1. Eligibility Criteria

- 1.1. Contestants must be at least sixteen (16) years old on or before 1 May 2026. Age is determined by the date of birth on a government-issued identity document.
- 1.2. For solo acts, the Lead Vocal must be Maltese or ordinarily resident in Malta for the 24 months preceding 1 May 2026. For groups/duos, at least 50% of designated Lead Vocals must meet the same criterion. "Lead Vocal" means the performer(s) singing the lead melody in the Live Performance. Featured guests count as Lead Vocals if they perform any verse/chorus live.
- 1.3. Artists who were (i) the declared MESC winner in the immediately preceding edition, or (ii) Malta's ESC representative in the immediately preceding ESC season, are ineligible as Lead Vocal.
- 1.4. To foster and promote local creative talent while allowing for international collaboration, at least one (1) credited author (lyricist) or composer per entry must be of Maltese nationality or hold dual citizenship, one of which is Maltese.
- 1.5. A copy of the identity card of all participants needs to be submitted with the application.
- 1.6. Late submissions, incomplete submissions, or submissions with missing forms, data or information will be considered invalid.

2. Submissions

- 2.1. Until the commencement of the Selection Phase, an artist may participate in an unlimited number of entries.
- 2.2. With the submission, the Author(s) and Composer(s) shall provide a signed declaration confirming that the Song is original, has not been commercially released or publicly performed in full before 1 December 2025, and is not, at the time of submission, entered in any other contest in an identical or substantially similar form. For the purposes of this clause, 'substantially similar' includes any version sharing the same melody and lyrics in whole or in material part, notwithstanding differences in arrangement, tempo, key, language or production.
- 2.3. Prior submissions to other contests are permitted only where the song did not progress beyond the first round, has not been commercially released, and any public postings/teasers are removed upon MESC submission.
- 2.4. From the time of MESC submission until the conclusion of the Selection Phase (or earlier elimination), the song may not be submitted to or participate in any other contest in an identical or substantially similar form.
- 2.5. Entries that do not advance past the Selection Phase are automatically released from this exclusivity and may thereafter be exploited or submitted elsewhere.
- 2.6. Submissions must be made electronically via the link provided on www.eurovision.pbs.mt during the submission period. An automated acknowledgement will be issued on successful upload; entries not submitted through this portal will not be accepted.
- 2.7. The submission window runs from 17 November 2025 closing at 23:59 CET (Europe/Malta) on 23 November 2025.

2.8. The following are required with each submission:

- Lyrics – Microsoft Word file (.docx), labelled with the song title only, fully proof-read.
 - Track 1 – Full version of the song with vocals in MP3 format, labelled with the song title only.
 - Track 2 – Backing track without vocals in MP3 format.
 - Annex A – Voting Rules
 - Annex B – Non Winner's License
 - Annex C – Declaration by Artist, signed, in PDF format.
 - Annex D – Declaration by Composer, signed, in PDF format.
 - Annex E – Declaration by Author, signed, in PDF format.
 - Annex F – Submission Declaration signed by the Artist, Composer and Author, in PDF format.
 - Annex G – Technical Specs
 - Identity document(s) – Copy of the identity card(s) of the artist(s).
 - Look & Feel – Preliminary thematic statement in PDF (labelled with the song title and artist's name) describing the theme, philosophy and on-stage interpretation, including the generic look and feel and mood board.
- 2.9. Submission is free of charge. PBS does not levy any entry or processing fee.
- 2.10. By submitting an Entry, Participants acknowledge and agree that Annex B (Non-Winners' Licence) will apply to any Entry that does not win MESC 2026.

3. The Contest

- 3.1. MESC is a television song contest and is produced as a television programme, not a televised festival. The format, staging and editorial approach are television-first. The executive production of the show—and the contest at every stage—remains exclusively with PBS.
- 3.2. The Contest comprises three phases: (i) Selection Phase, (ii) Semi-Final, and (iii) Final. PBS may vary the number of Semi-Finals or the structure of the Selection Phase on reasonable notice.
- 3.3. The composition (music and lyrics) must not have been commercially released before 1 December 2025. If any part of the composition has been made available to the public—e.g., on online video platforms, social networks, or (semi-)public databases—the Artist must disclose this on submission. PBS retains sole discretion to determine whether such prior availability affects eligibility.
- 3.4. The maximum song length is three minutes (180 seconds). Entries exceeding this limit are ineligible. PBS may require a compliant edit; failure (i) to supply a compliant audio file by the stated deadline, or (ii) to perform a compliant version on stage, may result in disqualification.
- 3.5. Lyrics and performances must not bring the Contest or PBS into disrepute. No political or similar messages, and no swearing or other unacceptable language, are permitted in lyrics or performances. Commercial messages, including promotion of any organisation, institution, political cause, company, brand, product, or service are prohibited within the Contest and on any official Contest premises.

4. The Selection Phase

- 4.1. During the Selection Phase, all songs are evaluated by the Jury in full playback and without the artist's presence.
- 4.2. The highest-scoring songs, as determined by the Jury, progress to the next phase.
- 4.3. An artist may submit any number of songs for the Selection Phase; however, an artist may advance to the Semi-Final with one (1) song only. Where an artist has multiple songs ranked to advance, the highest-scoring of those songs is selected and the others are automatically eliminated.
- 4.4. A shortlist of eighteen (18) songs will be selected. These shortlisted songs advance to the Semi-Final.

5. The Semi-Final Phase

- 5.1. Songs that reach the Semi-Final may be re-mastered. No changes to the melody or lyrics are permitted without prior written consent from PBS. Acting on expert advice, PBS may request specific changes to melody and/or lyrics.
- 5.2. Eighteen (18) songs will participate in the Semi-Final.
- 5.3. Artists must perform live during a live televised Semi-Final held before an audience. The Live Performance is subject to Section 7 below.
- 5.4. Live performances must comply with the Contest's Performance & Backing rules.
- 5.5. Semi-Final performances are subject to both Jury and Public voting, in accordance with the Voting Rules.
- 5.6. The twelve (12) highest-scoring songs in the Semi-Final on the combined Jury and Public results advance to the Final. Tie-breaks shall be resolved in accordance with the Voting Rules.

6. The Final Phase

- 6.1. All twelve (12) songs shall be performed live on the Final night during a live televised show in front of an audience.
- 6.2. The artists are required to interpret the songs live during a live televised final show. The show will be held in front of an audience.
- 6.3. The live performance is subject to Section 7 below.
- 6.4. These performances will be subject to a vote by jurors and the public.
- 6.5. The song obtaining the most points from the votes of the Final show will be declared as the winner. Tie-breaks shall be resolved in accordance with the Voting Rules.

7. The Live Performances

- 7.1. All artists shall sing live.
- 7.2. The lead singer(s) of the selected song (the "Lead Vocal(s)") shall perform live on stage only.
- 7.3. Eventual vocal support(s) for the Lead Vocal(s) (the "Lead Dub(s)") shall perform live, on or off stage, only.
- 7.4. Each performance may consist of a maximum of six artists on stage.
- 7.5. All other backing vocal(s) performing vocal harmonies (the "Backing Vocals") may perform either live on or off stage and/or on Backing track compliant with the technical rules in Section 8.
- 7.6. Props are allowed according to the guidelines published by PBS, and only under the direction of the MESC Contest team
- 7.7. Plugging instruments to play live on stage is not allowed.
- 7.8. No live animals are allowed on stage or as part of the performances.

- 7.9. The stage performance of a particular song shall be identical throughout in all the rehearsals and during any live performance.
- 7.10. Artists having backing vocal roles may participate in different entries. However, the production at no time can be held responsible or assumed to solve any situation where the backing vocalist happens to have two acts back-to-back.

8. Backing Tracks

- 8.1. The accompanying Backing track may optionally contain Backing Vocals. However, the Backing track in question shall not contain (i) Lead Vocals, (ii) Lead Dubs and/or (iii) any other vocals that would have the effect of, or aim at, replacing or unduly assisting the Lead Vocal(s) during the live performance on stage.
- 8.2. In case there are live Backing Vocals, on or off stage, as part of the Act, they shall be mixed with the Backing track's Backing Vocals (if any)
- 8.3. The Backing track, original mix and all stems shall be delivered by all Artists by the established date in the schedule and shall be subject to approval by PBS. PBS shall have the right to remove or request the removal from the Backing track of any Backing Vocals which would have for effect of, or aim at, replacing or unduly assisting the Lead Vocal(s) during the live performance on stage PBS and the MESC Executive Supervisor shall verify respect for this rule.
- 8.4. Artists who deliver a Backing track which does not include Backing Vocals acknowledge and accept that the Backing track may have to be amended and re-edited to include Backing Vocals.

9. Awards & Prizes

- 9.1. The Winning Artist earns the right to represent Malta at the ESC. PBS retains editorial and strategic discretion over the song to be performed at ESC, subject to EBU/ESC rules.
- 9.2. Notwithstanding the MESC result for the winning song, PBS may, after consulting with the Winning Artist, determine that the ESC entry should be (a) a revised version of the winning song, or (b) a different song to be created/selected for ESC for compliance, artistic or strategic reasons. Final determination rests with PBS to meet broadcast and competition requirements.
- 9.3. PBS will notify the Winning Artist of any decision to revise or replace the song and will set reasonable timelines for composition, production and delivery of ESC-compliant materials (including audio masters, performance edit, stems, lyric sheet and video assets), having regard to EBU deadlines.
- 9.4. Where the winning song is revised, the resulting Winning Master and its versions are governed by Article 10. Where a different song is commissioned/selected for ESC, the definitive studio recording of that song (the ESC Master) will be assigned to PBS on the same terms as Article 10 (assignment, royalty participation, reversion, credits and warranties apply mutatis mutandis). Publishing in the underlying composition remains with the author(s)/composer(s) per Article 10.9.
- 9.5. PBS coordinates all public announcements regarding any change of song and will position the change as an editorial/strategic decision for ESC compliance and competitive readiness.
- 9.6. If the Winning Artist is unwilling or unable to perform the ESC entry (revised or different song) in accordance with ESC requirements and reasonable PBS direction, PBS may designate an alternate artist and/or entry pursuant as per EBU rules.

10. Assignment of Intellectual Property Rights

10.1.1. Producer Owned Master Rights: As a material condition of participation, and in consideration of the support package described in Article 11.4, all contributors who hold or may hold rights in the relevant sound recording assign to PBS, with full title guarantee, on an exclusive, worldwide basis for the full term of copyright (including renewals, revivals and extensions):

(a) the “Winning Master” – the definitive studio recording of the MESC-winning Song; and

(b) if PBS determines under Article 9.2 that a different song will be used for ESC, the “ESC Master” – the definitive studio recording of that replacement ESC entry.

This assignment does not affect ownership of the underlying musical and literary works (the Composition(s)).

10.1.2. Artist-Owned Masters Alternative: Where the Winning Artist (and/or their production company) directly owns all rights in the Winning Master at the time of MESC 2026 submission, PBS and the Winning Artist may elect to proceed in lieu of 10.1.1 under this exclusive-licence model, upon PBS being shown reasonable documentary evidence of such ownership. The Winning Artist and relevant rightsholders grant PBS an exclusive, transferable, worldwide licence for the full term of copyright to exploit (a) the Winning Master and (b) any ESC Master created under 9.2 (including edits, revamps, re-recordings, remixes, instrumental/karaoke and broadcast mixes) for all uses described in 10.2–10.4 in connection with MESC/ESC. Ownership of the Composition remains unaffected. 10.3–10.5 apply mutatis mutandis (delivery of masters/stems, ISRC/metadata, performer consents and moral-rights treatment). Consideration under 11.3 and royalty participation under 10.6 apply unchanged. If no commercial exploitation (beyond MESC/ESC broadcasts/editorial use) commences within 12 months after the ESC Grand Final, the Artist may terminate on 30 days’ notice; PBS retains a perpetual, non-exclusive, royalty-free licence for archival/news/historical uses. The Artist

warrants no conflicting grants; any proposed conflicting deal requires prior notice, and PBS’s licence remains unaffected. The parties will sign a short-form licence incorporating these Regulations by reference.

10.2. Subject to 10.1.2 (exclusive licence model), PBS is the sole owner of the Winning Master and, if applicable, the ESC Master, and may fix, reproduce, distribute, sell, make available, stream, broadcast, communicate to the public, synchronise, adapt, edit, remix, create derivative versions, advertise and otherwise exploit each Master in all media now known or later developed.

10.3. To comply with EBU/ESC rules and production needs, PBS may create and exploit edits, revamps, remixes, instrumental/karaoke versions and broadcast mixes of either Master and may authorise third parties to do so. PBS will consult the Winning Artist on creative revisions; final decision-making authority rests with PBS for broadcast and competition purposes.

10.4. PBS will allocate ISRCs for each Master and will credit the artist(s), producer(s) and songwriter(s) in accordance with industry practice and technical constraints, using reasonable efforts to maintain accurate metadata and registrations.

10.5. Each performer irrevocably consents to fixation and broadcast/communication to the public of their performance in each Master and waives, to the extent permitted by law, any rights that would impede the permitted exploitation. Statutory equitable remuneration via collecting societies (if any) remains unaffected.

10.6. In addition to the support package in Article 11.4, the Winning Artist shall be entitled to a royalty equal to thirty-five percent (35%) of PBS’s Net Receipts from the commercial exploitation of each Master outside ESC deliverables.

For these purposes, “Net Receipts” means the gross sums actually received by PBS from such exploitation less only the following directly attributable, verifiable out-of-pocket amounts (the “Permitted Deductions”):

- (i) third-party distribution fees not exceeding 30% of the gross receipts from the relevant exploitation;
- (ii) mechanical royalties paid to music publishers and/or collecting societies;
- (iii) sample clearance fees (including any associated reproduction fees); and
- (iv) third-party synchronisation licensing administration fees.

For the avoidance of doubt, no other amounts are deductible from Net Receipts, including administrative overhead, general PBS marketing expenditure, staff salaries, or operational costs not specifically and directly attributable to the exploitation of the Master. PBS shall render semi-annual royalty statements, and the Winning Artist may audit PBS’s relevant records once per calendar year on fourteen (14) days’ written notice, during normal business hours.

10.7. If, within twelve (12) months after the ESC Grand Final, PBS has not actually received aggregate gross receipts of at least EUR 2,500 from the commercial exploitation of a given Master (excluding any broadcast or online use for Contest/ESC editorial purposes), the Winning Artist may require reversion of the assignment in that Master by giving PBS thirty (30) days’ written notice. Upon reversion, PBS retains a non-exclusive, perpetual, worldwide, royalty-free licence to use the Master for archival, news/editorial and promotional purposes related to MESC/ESC and PBS. Any third-party licences granted by PBS prior to reversion shall continue for their then-current terms.

10.8. The Winning Artist, producer(s), author(s) and composer(s) warrant that each Master (and all incorporated materials, including samples) is original or properly licensed, does not infringe third-party rights, and that all necessary session performer consents and producer approvals have been obtained. Copies of sample licences and third-party approvals will be provided to PBS on request.

10.9. Ownership of each Composition remains with the author(s)/composer(s) and/or their publisher(s), subject to any non-exclusive rights of use granted to PBS and the EBU for Contest/ESC purposes.

10.10. Moral rights are respected and, where waivable, are waived only to the minimum extent necessary to enable permitted exploitation (e.g., time edits, broadcast compliance). PBS will use reasonable efforts to ensure appropriate attribution where practicable.

10.11. For the avoidance of doubt, this Article applies only to the Winning Master and, if applicable, the ESC Master.

10.12. References in these Regulations to the “Winning Master” shall be read to include the ESC Master mutatis mutandis where PBS has selected a replacement song for ESC, unless a clause expressly states otherwise.

10.13. To the extent that any court or authority were to hold that the assignment in Article 10.1.1 is invalid, void, or unenforceable in whole or in part, the Winning Artist and all relevant rightsholders hereby grant PBS an irrevocable, exclusive, transferable, worldwide licence for the full term of copyright (including extensions) to exercise all rights in the Winning Master to the maximum extent permitted by law, on the same terms as set out in Articles 10.2–10.10 (including credits, moral-rights treatment and royalty participation under 10.6).

10.14. If, following 10.13, any residual ownership in the Winning Master remains with the Winning Artist or other rightsholders, PBS shall have an exclusive option to purchase (by assignment) such residual rights at Fair Market Value (FMV). PBS may exercise the option by written notice within 60 days of the final decision giving rise to the residual ownership.

10.15. If the parties do not agree FMV within 10 Working Days, either party may refer the valuation to a single independent expert with at least five (5) years’ experience in European master catalogue transactions, jointly appointed or, failing agreement, appointed by the Malta Arbitration Centre. The expert acts as expert (not arbitrator); their written determination is final and binding and must be delivered within one week from referral. Fees are split 50/50.

11. Warranties and Consideration

- 11.1. Each participant (including artists, authors, composers, producers and any other rights holders) represents and warrants that:
 - (a) they own, or have secured, all rights and permissions necessary to grant the rights contemplated by these Regulations (including the assignment in Article 10 for the Winning Master and the non-winners' licence).
 - (b) the entry (including recordings, performances, artwork and any samples) is original or properly licensed and does not infringe third-party rights;
 - (c) no conflicting grants, liens or encumbrances exist that would prevent or limit PBS's exercise of rights; and
 - (d) all credits and information supplied are complete and accurate.
- 11.2. Each participant agrees to indemnify and hold harmless PBS from losses, claims, damages and reasonable costs arising from a breach of this clause, save to the extent caused by PBS. Liability among participants in the same entry is joint and several.
- 11.3. PBS will pay the designated rights holder(s) of the Winning Master a one-time fee of €10,000 within 30 days after the MESC 2026 Final, subject to receipt of payee details and any required tax forms. The parties acknowledge that this fee is separate from and without prejudice to the royalty participation in Article 10.6 (35% of Net Receipts outside ESC deliverables). If there are multiple payees, PBS will pay according to a written allocation notice signed by the winning participants.
- 11.4. In addition to the payment in clause 11.3, the winner acknowledges that PBS will provide substantial in-kind consideration, or 'support package', which may include: production and release of the official music video; re-mastering/revamping, edits and broadcast versions; staging, styling and creative direction; rehearsal facilities and crew; and costs related to Malta's ESC participation (e.g., registration, delegation travel and accommodation, reasonable promo and media activity). These contributions are non-monetary, non-recoupable, and do not create an employment relationship.

- 11.5. By submitting an Entry and participating in MESC 2026, each Participant irrevocably accepts and agrees that, if the Entry does not win MESC 2026, all relevant rightsholders in that Entry grant to PBS the Non-Winners' Licence on the terms set out in Annex B (including the permitted uses, term, territory, credits, moral-rights treatment and take-down mechanics). Participants warrant that they have secured all third-party consents and approvals necessary to give full effect to Annex B and shall provide evidence of such clearances on request. For clarity, the Non-Winners' Licence does not authorise PBS to commercially release non-winning studio masters as standalone products except as expressly permitted in Annex B or under a separate written agreement.

12. Brand Integrity, Sponsorship, and Media Protocol

- 12.1. All participants acknowledge that MESC is produced and owned by PBS. Participants must act consistently with MESC brand values and must not, in PBS's reasonable judgment, bring MESC, PBS or the Eurovision Song Contest into disrepute.
- 12.2. Official MESC logos and identity assets may be used in accordance with the Participant Toolkit. The Participation Toolkit will be published at a later date.
- 12.3. PBS will supply official photos and video assets. Artists may share these assets on their own platforms. Minor edits for format/length and standard platform-native crops are permitted; alterations that remove or obscure mandatory branding or materially change creative intent are not permitted unless allowed in the Toolkit.
- 12.4. Posts relating to MESC should include the official hashtag (e.g., #MESC2026) and tag the official PBS/ MESC accounts as specified in the Toolkit.
- 12.5. PBS retains the exclusive right to secure official MESC sponsorships and partnerships. Participants shall support, and when reasonably requested, take part in promotional activity for official sponsors.
- 12.6. No personal or third-party branding that conflicts with official MESC sponsors may appear in official broadcasts, press events or on official digital platforms. Attire and props used on-air require prior PBS approval.

- 12.7. From the MESC Final until one (1) month after the ESC Grand Final, the winning artist may not enter new sponsorship or endorsement deals without PBS's prior written consent (not unreasonably withheld), to avoid conflicts with Delegation sponsors.
- 12.8. PBS manages official interviews with national TV, radio and major print/online outlets. Participants should make themselves available to ensure balanced coverage.
- 12.9. Participants may promote their participation only through organic, unpaid communications on their own or their team's owned channels (e.g., personal social accounts, websites, mailing lists). The following are prohibited: (i) any paid advertising or media buys; (ii) "boosted"/promoted posts; (iii) sponsored content or paid creator/influencer collaborations; (iv) programmatic, search, display or out-of-home buys; and (v) paid SMS/call campaigns or similar. "Organic" means no payment or consideration (including value-in-kind) is provided to a platform, publisher or third party to increase reach or distribution. All organic promotion must: (a) not misrepresent any affiliation with PBS/MESC or the EBU/ESC; (b) comply with applicable advertising and platform rules (including any disclosure requirements for non-paid collaborations); (c) avoid automated vote-generation, botting, bulk messaging or other manipulative practices; and (d) respect clause 12.6 when appearing in official broadcasts, events or on Official Platforms.
- 12.10. Activities involving fraudulent or manipulative practices to distort the televote or jury process (including but not limited to: automated voting, vote-buying schemes, mass SIM procurement, or coordinated inauthentic behaviour) are prohibited. A verified breach may result in points deductions or disqualification, without prejudice to other remedies.

13. General Provisions

- 13.1. All formal communications, inquiries or submissions to PBS regarding the Contest must be made via the official portal and/or the email eurovision@pbs.com.mt. Communications sent elsewhere may not be treated as official or timely.
- 13.2. PBS may amend these Regulations or align them with EBU/ESC rules at any time on reasonable notice. Where appropriate, affected participants will be informed. Amendments shall not give rise to any claim or compensation.
- 13.3. By participating in MESC 2026, applicants agree to be bound by these Regulations and PBS directives. Material breaches may result in sanctions up to and including disqualification.
- 13.4. Participants shall follow reasonable directions of PBS and its production consultants regarding performance, staging, styling, and related matters. The engagement of personal hair, make-up and costume teams is permitted provided it does not conflict with PBS direction.
- 13.5. Artist managers and record labels must not interfere with production decisions or attempt to direct PBS in relation to the show or, if the artist wins, the Maltese ESC delegation.
- 13.6. Artists, composers and authors warrant that no agreement with a third party (including labels, publishers, event organisers or agencies) will prevent or limit PBS's exercise of rights or the performance of Contest obligations.
- 13.7. Any attempt to influence or tamper with the televote or jury process— including but not limited to: automated voting, vote-buying schemes, mass SIM procurement or attempts to improperly contact/pressure jurors— is prohibited. Verified breaches may lead to points deductions or disqualification, without prejudice to other remedies. PBS will monitor televoting with service providers.
- 13.8. Malta's participation in ESC 2026 is governed by EBU/ESC rules as published by the EBU. In the event of conflict, EBU/ESC rules prevail for ESC matters.

13.9. From the MESC 2026 Final until 31 August 2026 (extended to 31 May 2027 if Malta wins ESC 2026), PBS coordinates the Winner's official commitments relating to MESC/ESC, including media, staging and delegation activities. This clause is not an artist management agreement beyond Contest/ESC commitments.

13.10. Participants must comply with PBS and EBU decisions relating to the Contest/ESC. Serious non-compliance may lead to sanctions up to disqualification; replacement of an artist and/or song may be ordered where required by EBU/ESC rules.

13.11. Up to 31 May 2026 (extendable to 31 May 2027 if Malta wins ESC 2026), the Winner must avoid sponsorship/endorsement conflicts with official Delegation sponsors and honour sponsor obligations arranged by PBS. PBS consent to new Winner endorsements during this period shall not be unreasonably withheld.

13.12. The Winner agrees to participate in reasonable PBS-requested commitments (interviews, programmes, events and concerts) related to MESC/ESC through May 2027.

13.13. PBS will finance the Winner's participation at ESC 2026, including return flights from Malta and accommodation for the artist(s), one composer and one author. No further remuneration is payable for ESC participation, without prejudice to Article 11.3 (cash consideration) and Article 10.6 (royalty participation).

13.14. PBS may, at its discretion, engage its own backing vocalists and/or dancers for ESC to meet broadcast and staging requirements.

13.15. If, without justification, the Winner interrupts participation in ESC 2026, PBS may impose proportionate sanctions (including but not limited to disqualification and recovery of demonstrable losses directly caused by the breach).

13.16. Participants consent to audio-visual recording of rehearsals and performances and to PBS's exploitation of such material on PBS-operated media and social channels in connection with MESC/ESC, in line with Articles 10 and Annex B.

13.17. Participants must not undermine PBS's merchandising, marketing or sponsorship arrangements relating to any phase of the Contest. Use of MESC marks/logos is governed by the Participant Toolkit.

13.18. Before first official broadcast/public release of an entry by PBS, artists should not publicly perform or premiere the full song without PBS approval (to avoid EBU/ESC eligibility issues). After broadcast, appearances are permitted subject to Article 7 (branding/sponsor conflicts) and EBU/ESC rules.

13.19. Artists must inform PBS of any medical condition that could materially affect performance or safety. PBS will handle such data in accordance with Article 14 (Data Protection).

13.20. Except as expressly stated in these Regulations, PBS accepts no financial liability to performers, authors or composers in connection with participation in MESC or ESC.

13.21. Decisions taken by PBS under these Regulations are final within the Contest framework.

14. Data Protection

14.1. PBS is committed to protecting the privacy and security of personal information.

14.2. The PBS Privacy Policy describes how PBS collects and use personal information about the artists during and after the working relationship with PBS, in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act (Cap 440).

15. Governing Laws & Jurisdiction

15.1. These Regulations are governed by the laws of Malta. Any dispute arising out of or in connection with them shall be subject to the exclusive jurisdiction of the Courts of Malta. For the avoidance of doubt, questions of Fair Market Value under clause 10.15 are subject to expert determination in accordance with that clause; the Courts of Malta shall have jurisdiction only to enforce or give effect to such determination.

Timeline

Publishing of Regulations MESC2026	04 November 2025
Open Submissions time-window	17 November 2025
Submissions Deadline	23 November 2025
Announcement of Semi-Finalists	01 December 2025
Deadline for remastering	08 December 2025
Semi-Final	15 January 2026
Grand Final MESC	17 January 2026
Submission of Song to ESC	March 2026
ESC Production	Feb – May 2026
ESC Final	May 2026
ESC Tour	June – July 2026

Annex A

Voting Rules & Procedures

A1. Purpose and Scope

A1.1. This Annex governs Jury and Public Televote procedures for the Final, including scoring, integrity controls, aggregation, tie-breaks, and publication.

A2. Weighting and Scoring

A2.1. Results are determined by 50% Professional Jury and 50% Public Televote. The Jury vote is equal to the weight of the Public Televote.

A2.2. The Jury produces a component ranking, and the Televote produces a component ranking as described later.

A2.3. Jury Scoring: Each jury member ranks each song from 1 to 10 (1 being the highest rank). Points are then awarded based on the ranking:

- * Rank 1: 12 points
- * Rank 2: 10 points
- * Rank 3: 8 points
- * Rank 4: 7 points
- * Rank 5: 6 points
- * Rank 6: 5 points
- * Rank 7: 4 points
- * Rank 8: 3 points
- * Rank 9: 2 points
- * Rank 10: 1 point

Lower rankings (i.e. Rank 11 and lower) shall receive zero (0) points from that particular juror.

A2.4 Public Vote Scoring:

A2.4.1 The total number of valid public votes is determined.

A2.4.2 A quota is calculated by dividing the Total Valid Votes

submitted by the product of fifty-eight (58) times the number of Jury Members. Fifty-eight being the number of points that each jury member will be allocating.

$$\text{Quota} = \text{Total of Valid Votes} / 58 \times \text{Number of Jury Members}$$

The result is rounded to the nearest whole number, with values up to 0.5 rounded down, and values above 0.5 rounded up. This ensures the Public Televote pot of points will be of equal weight to the Jury vote.

A2.4.3 The public vote points for each song are determined by calculating how many times the quota is reached by the total number of valid votes obtained by the song.

A2.4.4 No fractional points are awarded.

A2.5. Component points are added to form the Combined Score. The highest Combined Score wins, subject to tie-breaks in Clause A7.

A3. Jury Governance and Voting

A3.1. The Jury is appointed by PBS and comprises a minimum of five (5) members with relevant expertise (e.g., music production, performance, broadcast) and a mixed background representing diverse perspectives. A majority must be independent of the Entries.

A3.2. Members must disclose any relationship or interest with Entries/Participants. PBS may recuse or replace members; recusals are recorded.

A3.3. Each member ranks all Entries independently, without external input. Coaching, canvassing, or contact from Participants or their representatives is prohibited.

A3.4. Jury sessions are conducted in closed session. Devices may be restricted at PBS's discretion.

A4. Public Televote

A4.1. Televote may include one or more channels (e.g., SMS, telephony). Channels are announced in a Voting Notice published by PBS before the show. Voting is done via premium

SMS numbers, with each song assigned a unique number.

A4.2. Voting windows open and close as announced on air and in the Voting Notice. Late/early votes are invalid.

A4.3. The valid number of votes per subscriber line per song can be varied as announced on air and in the Voting Notice. Votes above the established maxima will be considered as invalid.

A4.4. The provider(s) will implement rate-limiting, anomaly detection, duplicate suppression, bot and emulator detection, IP/MSISDN heuristics, and velocity checks.

A4.5. Votes are invalid if: cast outside the window; exceed caps; originate from technical manipulation (bots, scripts, SIM banks, bulk gateways); or breach channel terms. Invalid votes are removed before aggregation.

A5. Data Handling and Security

A5.1. PBS engages accredited providers for each channel; providers keep immutable logs (timestamps, hashed identifiers, channel metadata) for audit.

A5.2. Personal data are processed under Article 14 (Data Protection) and provider privacy notices; only aggregated counts are published.

A5.3. Raw vote logs are retained for 90 days post-Final (or longer if required for an investigation), then securely deleted or anonymized.

A6. Publication and Transparency

A6.1. During the Final broadcast, PBS may reveal partial information (e.g., top entries, combined standings) as an editorial device; this does not substitute the formal results.

A6.2. After the Final broadcast, PBS will publish: the combined leaderboard, and the component points (Jury points; Televote points) for the Final.

A7. Tie-Breaks

A7.1. If Entries are tied on Combined Score, the tie is broken by: (1) higher Televote points; then (2) the song which obtains the most number of 12 points by the jury, followed by the most number of 10 points, etc..

A8. Verification by Notary Public

A8.1. A Notary Public appointed by PBS (the "Notary") will independently verify: (i) the application of vote caps/filters by the provider(s); (ii) the cleaning and consolidation of televote data; (iii) the conversion of Jury rankings to points; (iv) the aggregation of Jury and Televote points; and (v) the correct application of tie-break rules under §A7.

A8.2. The Notary will issue: (i) a private notarial record to PBS confirming whether procedures operated as designed and noting any material exceptions; and (ii) a public summary note of verification findings suitable for publication.

A8.3. PBS and its providers shall grant the Notary access, under NDA, to the records reasonably necessary to perform the verification, including hashed or otherwise pseudonymized vote logs, relevant system configurations, and Jury tabulation sheets.

A9. Fair Play and Sanctions

A9.1. Any attempt to manipulate results is prohibited, including: automated or bulk voting; SIM banks; device farms; paid vote-buying; coordinated inauthentic behavior; intimidation or inducement of jurors; unauthorized access to systems.

A9.2. Without prejudice to other remedies, PBS may: (i) remove invalid votes; (ii) apply points deductions; (iii) disqualify an Entry; and/or (iv) refer matters to authorities. Any penalties imposed on a participant by the production are to be applied.

A9.3. Lawful promotion is permitted under Article 12.9, provided it does not breach this Annex.

A10. Contingencies

A10.1. If a televote channel suffers a material outage or integrity failure, PBS may: (i) extend the window; (ii) rely on remaining channels; or (iii) in extreme cases, determine the result by Jury only, with reasons published.

A10.2. Where events beyond PBS's control prevent normal voting, PBS may modify or curtail procedures, acting reasonably and in good faith; any changes will be announced on air and published.

A11. Amendments

A11.1. PBS may amend this Annex on reasonable notice where required by technical, legal, or EBU considerations. Any amendment will be published in an updated Voting Notice before it takes effect.

Annex B

Non-Winners' Licence

B1. Parties and scope

B1.1 This Annex governs the rights granted by Participants in Entries that do not win MESC 2026 (each, a Non-Winning Entry).

B1.2 Capitalised terms have the meanings set out in the Definitions. This Annex operates alongside Article 11 (Warranties and Consideration) and does not apply to the Winning Master or ESC Master, which are governed by Articles 9 and 10.

B2. Ownership preserved

B2.1 Ownership of the Song/Composition, studio recordings, artwork and other Contest Materials in a Non-Winning Entry remains with the relevant rightsholders.

B2.2 Nothing in this Annex transfers ownership of the underlying copyrights, save as set out in B6.3 for PBS-produced recordings.

B3. Licence grant (Non-Winning Entries)

B3.1 Grant. Each relevant rightsholder grants to PBS a non-exclusive, royalty-free, worldwide licence to use the Non-Winning Entry and associated Contest Materials for the purposes in B4 during the Term in B5.

B3.2 Sublicensing to official partners. PBS may allow use by its commissioned production partners, broadcasters, digital distribution providers and social platforms solely to enable the permitted uses in B4.

B3.3 No endorsement. PBS will not imply commercial endorsement by a third party beyond the sponsorship framework in Article 12.

B4. Permitted uses

B4.1 Broadcast & VOD. Linear broadcast, simulcast, time-shift and on-demand availability of MESC programmes (including the Semi-Final and Final), rehearsals highlights, recap packages and news/editorial features on Official Platforms and third-party broadcast/VOD services.

B4.2 Editorial promotion. Use of audio-visual excerpts (including performance clips up to full song as performed on the show), thumbnails, stills, biographies and Look & Feel presentations to promote MESC 2026 on broadcast, web, apps and social channels.

B4.3 Clips & compilations. Creation and distribution of recap videos, multi-artist compilations and "best of MESC 2026" editorial compilations (non-winner versions).

B4.4 Monetisation on Official Platforms. Advertising-supported or subscription distribution of the items above on Official Platforms (e.g., AVOD/SVOD/social monetisation).

B4.5 Press & publicity. Provision of short excerpts and stills to accredited press for editorial coverage of MESC 2026.

B5. Term and territory

B5.1 Territory: Worldwide.

B5.2 Term: From the date of submission until 24 months after the MESC 2026 Final. Thereafter, the licence becomes perpetual and irrevocable for archival, news reporting and non-commercial historical uses (e.g., keeping past shows/clips online), but not for new standalone commercial exploitation of studio recordings.

B6. Specific materials and ownership clarifications

B6.1 Studio audio. The licence covers the submitted studio recordings only for the uses in B4; PBS will not commercially release or sell non-winners' studio masters as standalone products (e.g., DSP releases, CDs) without a separate written licence.

B6.2 Live performance recordings. PBS owns the copyright in PBS-produced audio-visual recordings of live performances (the broadcast programme and official performance clips).

This ownership does not affect the underlying Composition/performer rights.

B6.3 Edits. PBS may make technical edits (time, sequencing, subtitling, formatting, captioning) to ensure broadcast and platform compliance, respecting moral rights to the minimum extent necessary per Article 10.10 mutatis mutandis.

B7. Credits and moral rights

B7.1 PBS will use reasonable efforts to credit Artist, Author/Composer and producer in accordance with customary practice and technical constraints.

B7.2 Moral rights are respected and, where waivable, are waived only to the minimum extent necessary to enable the permitted uses in B4.

B8. Consideration

B8.1 The licence in this Annex is royalty-free. Participation benefits, exposure and inclusion within MESC programming and Official Platforms constitute sufficient consideration, without prejudice to any separate agreements.

B9. Warranties; clearances; indemnity

B9.1 Participants' representations, warranties and indemnities in Article 11.1–11.2 apply to Non-Winning Entries.

B9.2 On request, Participants will provide reasonable evidence of clearances for samples and appearances included in submitted Contest Materials.

B10. Take-down and opt-out mechanics

B10.1 Takedown after Term. After the 24-month Term in B5.2, a rightsholder may request PBS to remove specific Non-Winning Entry assets from Official Platforms used for ongoing promotional rotation. PBS will act within a reasonable period, without prejudice to archival/historical uses.

B10.2 Conflict with later commercial deals. Before the end of the Term, a rightsholder who signs a conflicting exclusive deal may request reasonable geo-windowing or clip-length adjustments. PBS will act in good faith where practicable, provided the editorial integrity of MESC programming is preserved.

B10.3 No obligation to remove broadcast programmes. Full programme replays and official performance clips integral to MESC 2026 programming may remain online for archival and historical purposes.

B11. No obligation to use; editorial discretion

B11.1 PBS is not obliged to use any Non-Winning Entry or Contest Materials. All editorial decisions remain at PBS's discretion.

B12. Survival; priority of terms

B12.1 Clauses B2, B4.5, B5.2, B6.2–B6.3, B7, B9, B10 and B11 survive expiry.

B12.2 In case of conflict between this Annex and Article 10, Article 10 governs Winning materials; this Annex governs Non-Winning materials.

Annex C

MALTA EUROVISION SONG CONTEST 2026

Declaration by Artist

Name & Surname:

ID Number/Passport Number:

Nationality:

Address:

Date of Birth:

Contact No.:

E-Mail:

Song Title:

Declaration by Artist/s

I, the undersigned declare that I have read all Malta Eurovision Song Contest 2026 regulations and agree to abide by them.

Signature

Date

All details are to be submitted by each artist individually.

Annex D

MALTA EUROVISION SONG CONTEST 2026

Declaration by Composer

Name & Surname:

ID Number/Passport Number:

Nationality:

Address:

Date of Birth:

Contact No.:

E-Mail:

Song Title:

Declaration by Composer/s

I, the undersigned declare that I have read all Malta Eurovision Song Contest 2026 regulations and agree to abide by them.

Signature

Date

All details are to be submitted by each artist individually.

Annex E

MALTA EUROVISION SONG CONTEST 2026

Declaration by Author

Name & Surname:

ID Number/Passport Number:

Nationality:

Address:

Date of Birth:

Contact No.:

E-Mail:

Song Title:

Declaration by Author/s

I, the undersigned declare that I have read all Malta Eurovision Song Contest 2026 regulations and agree to abide by them.

Signature

Date

All details are to be submitted by each artist individually.

Annex F

MALTA EUROVISION SONG CONTEST 2026

Submission Declaration

The Singer/s, Author/s and Composer/s are hereby confirming that they have read the Terms and Conditions of the Malta Eurovision Song Contest 2025 and are hereby declaring that they are in agreement to abide by them.

This declaration needs to be signed by all the parties involved in the production of the song.

Song Title:

Name & Surname:

Singer/s

Signature

Author/s

Signature

Composer/s

Signature

Annex G

Multitrack STEMS

- CH1 MONO track with click (throughout the song)
- CH2 MONO track with pre-count.
- CH3 HIDDEN TRACKS L (track only for in-ear)
- CH4 HIDDEN TRACKS R (track only for in-ear)
- CH5 KICK drums L
- CH6 KICK drums R
- CH7 BASSES L
- CH8 BASSES R
- CH9 DRUMS L (without KICKs)
- CH10 DRUMS R (without KICKs)
- CH11 KEYBOARDS L
- CH12 KEYBAORDS R
- CH13 GUITARS L
- CH14 GUITARS R
- CH15 MISC/SOLO INSTRUMENTS L (solo flute, guitar, keyboard etc.)
- CH16 MISC/SOLO INSTRUMENTS R
- CH17 INSTRUMENTAL L (all of the above minus click, pre count and hidden tracks)
- CH18 INSTRUMENTAL R (all of the above minus click, pre count and hidden tracks)
- CH19 FULL MIX L - as heard on the album, mastered (for reference only)
- CH20 FULL MIX R - as heard on the album, mastered (for reference only)
- CH21 LEAD L - for reference only
- CH22 LEAD R - for reference only
- CH23 BG L - for reference only
- CH24 BG R - for reference only

The stems (CH 1-16) should represent the Backing track version on CH 17-18 all mixed together at unity gain.

CH1-24 is referred to as Wav files with exactly the same size (length) to maintain sync during transfer to our playback machines.

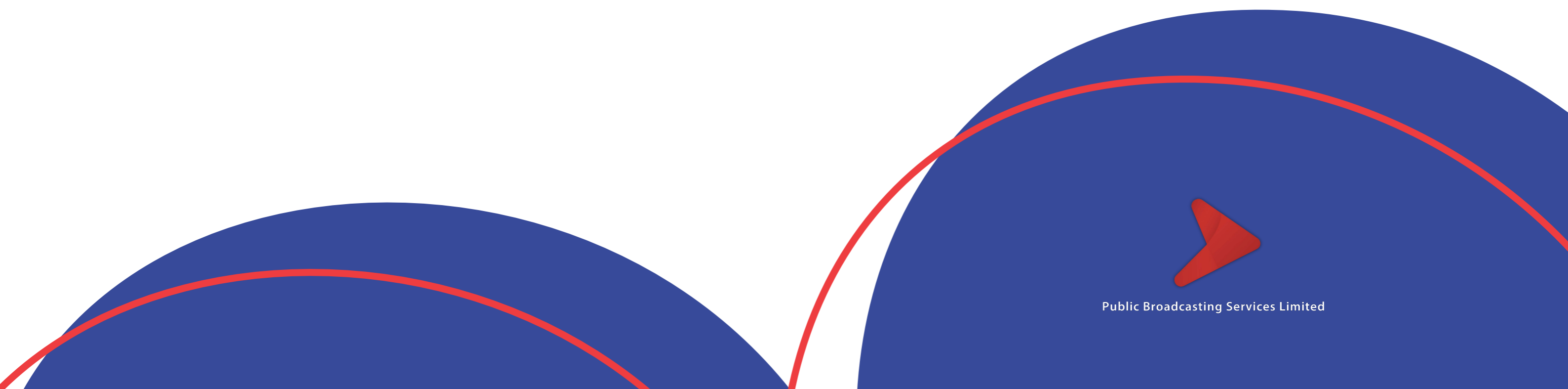
File format: wav mono | Bit depth 24

Sample Rate: 48kHz

Naming example: CH1_Waterloo_Drums L.wav

Please note: For best result do not over compress/limit the Backing track version.

So called Low level mastering gives the sound engineers better possibilities to produce the best mix possible for the event.



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