

JUNIOR EUROVISION SONG CONTEST 2023 – ONLINE VOTING TERMS AND CONDITIONS

The following terms and conditions will be made available on the JESC website, it being understood that the EBU reserves the right to amend them if deemed necessary.

The 2023 Junior Eurovision Song Contest Online Voting, including its voting features, to which these Terms and Conditions apply, is coordinated by

the European Broadcasting Union

registered at L'Ancienne-Route 17A Postal Box 45, 1218 Le Grand-Saconnex / Geneva Switzerland (hereinafter "EBU") on behalf of the broadcasters entering a contestant in the Junior Eurovision Song Contest (the "Participating Broadcasters").

and is accessible via vote.junioreurovision.tv or via www.jesc.tv (hereinafter the "Online voting application").

The Junior Eurovision Song Contest is an international coproduction by the Participating Broadcasters which is carried out under the auspices of the EBU as part of the television programme exchange known as Eurovision.

Members of the public from all around the world may vote in the 2023 Junior Eurovision Song Contest (hereinafter the "Voter" or "You") by accessing the Online voting application which allows to cast votes online (the "Voting Service").

By voting online in the 2023 Junior Eurovision Song Contest and accessing the Online voting application and, you hereby expressly agree to be bound by this Terms and Conditions and undertake not to interfere with the Voting Service and/or the rules set out hereunder.

1. **Phase One** of the Online Voting will **open at 20:00 CET on Friday, 24 November 2023 and close on Sunday 26 November 2023 at 15:59 CET, just before the live Show starts.** In order to be able to vote, Voters need to watch a recap compilation from the rehearsal, and also have the possibility to watch preview videos of the participating songs.

Phase Two of the Online Voting will **open after the last song has been performed during the live Show. Voting will close approximately 15 minutes after.** During Phase Two, Voters will vote on the basis of the songs as performed during the live Show.

2. You are invited to vote for your favourite songs via the Voting Service. You can register your vote by electronically clicking on the songs you wish to vote for. You can vote for the song representing your own country. You can only vote once during each Phase and in order for your vote to be taken into account, you have to vote for 3 songs. Each Voter may vote only once per Online Voting Phase. Voting in the JESC is free of charge.
3. Your votes will be turned into points. The amount of points will be determined by the percentage of votes received. For example, if a song receives 20% of the votes, then it will receive 20% of the available points. The available points are determined by the number of points that all the professional juries can allocate. Each national jury has a total of 58 points to allocate. This number of points is then multiplied by the number of participating countries. Only whole points are taken into account for calculating the final result. Due to the rounding effects of calculating the product of the percentage and the available points, the total points awarded by the Worldwide Audience may differ slightly from the available points. The online votes will count for 50% of the final result. The other 50% will come from the professional juries. The country with the most points will be declared the winner! The results of the Voting will be announced by the hosts of the 2023 Junior Eurovision Song Contest during the Live Show. The hosts will present the sum of points an artist has received from the audience votes across all countries worldwide.
4. For the avoidance of doubt, the participation in the Voting is not a competition and there shall be no prize awarded to the Voters. Voters shall each bear their own costs and expenses incurred and/or arising from their participation in the Voting and use of the Voting Service including (without limitation), telecommunications, network and all such other charges and out-of-pocket expenses as may be incurred by each Voter during or in connection with the Voting and no reimbursement may be sought from the EBU.
5. Any votes cast outside of the designated Voting Phases (as announced by the EBU and as may be amended from time to time) and/or any votes which will not include the required number of songs (3) and/or any further votes per Online Voting Phase will not be taken into account in the determination of the final voting result. The eligibility of any votes is at the sole discretion of the EBU.

6. The EBU reserves the right to change, cancel or suspend this event at any time. It also reserves the right to discard and/or cancel votes or suspend the Voting and/or the Voting Service if it has reasonable grounds to suspect that fraudulent voting has occurred or that votes have been cast through an abuse, loophole or bugs in the Voting or if it considers there has been any attempt to rig the Voting and/or the Voting Service.

The EBU reserves the right to change, cancel or suspend the Voting and/or the Voting Service at any time at its own discretion without prior notice. The EBU has the right to substitute an alternative selection method at its absolute discretion. In addition, if, for any reason, the online voting system fails, the EBU shall be entitled to suspend withdraw, cancel or re-set the votes or to action a contingency plan at its sole discretion and at any time.

7. The online voting system for JESC 2023 is being enhanced using a mathematical formula that mitigates against power voting and ensures we have a valid result that is fair to all countries taking part.
8. The EBU's decision in relation to all matters relating to the votes and/or the Voting is final.
9. Please note that these Terms and Conditions do not apply for the services provided by third party offers (e.g. video content on YouTube, music downloads on the iTunes store) to which the Online voting application may link. You acknowledge that the EBU has not reviewed all of the web sites that are linked to the Online voting application, and it has no control over such sites. The EBU is not responsible for the content of such web sites, any updates or changes to such sites, or the privacy or other practices of such sites, and the fact that EBU offers such links does not indicate any approval or endorsement of any material contained on any linked site unless EBU has been duly notified of the illegality of these sites according to the applicable laws. Accordingly, the EBU encourages you to become familiar with the terms of use and practices of any linked site. Further, it is up to you to take precautions to ensure that whatever links you select or software you download from such web sites is free of such items as viruses, worms, Trojan horses, defects, date bombs, time bombs and other items of a destructive nature. You acknowledge that the EBU will not be party to any transaction or contract with a third party that you may enter into.
10. If, for any reason, the Online voting application fails, the Voting may be suspended or a contingency plan may be actioned at the EBU's discretion.
11. The EBU and the Participating Broadcasters cannot accept any responsibility whatsoever for any technical failure or malfunction or any other problem with the Voting Service, any on-line system, server, provider or otherwise which may result in any vote being lost or not properly registered or recorded. The EBU and the Participating Broadcasters shall not be liable to Voters for its failure to provide the Voting for any reason whatsoever.

All warranties, representations, conditions or other terms either expressed or implied in relation to these terms and conditions are excluded and limited to the maximum extent permissible by law.

12. The official final results of the voting in the 2023 Junior Eurovision Song Contest will be calculated and generated by the Voting Partner of the EBU Your personal data will only be used for purposes of running the JESC Voting and in accordance with the EBU Privacy Notice & Cookies Policy which informs you about the processing of your personal data and is available [here](#).
13. The names, images, icons and logos identifying the EBU, its Members or third parties and their products and services are subject to copyright, design rights and trademarks of the EBU, its Members and/or third parties. Content accessible from the Online voting application, including but not limited to texts, graphs, images, videos, soundtracks, photos, logos and icons, shall be protected by intellectual property rights or other rights and should not be copied, reproduced, distributed, used, adapted or translated in part or in their entirety without the written authorisation of the EBU.
14. The EBU reserves the right to amend or vary any of these Terms and Conditions and the Voting process without prior notice to any Voter. By continuing to participate in the Voting, each Voter will be deemed to have accepted the amended and/or varied terms and conditions, which will be posted on this website.
15. These Terms and Conditions are governed by the laws of Switzerland and are applicable to the online voting of the 2023 Junior Eurovision Song Contest.
16. These Terms and Conditions are effective from the opening of Phase One of the Online Voting. We reserve the right, at our complete discretion, to change, modify, add, or remove portions of These Terms and Conditions at any time.

09 October 2023