

SCHEDULE 1

RIGHTS IN RELATION TO SOUND RECORDINGS AND MUSIC VIDEOS

Part 1 – Domestic Rights

In respect of **sound recordings**, the **Domestic Rights** are as follows

- **Public Performance** – the right to cause a sound recording to be heard in public.
- **Broadcasting** – the right to communicate a sound recording to the public by means of a Broadcast.
- **Datacasting** – the right to communicate a sound recording to the public by means of a Datacasting Service.
- **Music On Hold** – the right to communicate a sound recording to telephone callers on hold by any means (whether analogue or digital and whether now known or developed in the future) from a device, system or service used in connection with any telecommunications device, system, service or network.
- **Technical Copying** – the right to make copies of sound recordings for the purpose of exercising any of the other Rights in relation to sound recordings in circumstances where section 107 of the Copyright Act does not apply.
- **Ephemeral Copying** – the right to:
 - (i) make and use a copy of a sound recording in the circumstances referred to in section 107(3) of the Copyright Act; or
 - (ii) retain a copy of a sound recording after the expiry of the 12 month period referred to in section 107(5) of the Copyright Act.
- **Retransmission Remuneration** – the right to collect on behalf of another person, equitable remuneration to which that person becomes entitled as a result of the retransmission, in accordance with Part VC of the Copyright Act, of a free-to-air broadcast which includes a sound recording owned or controlled by that person.
- **Simulcasting** – the right to communicate a sound recording to the public by means of a Simulcast.
- **Webcasting** – the right to communicate a sound recording to the public by means of a non-interactive, pre-programmed service which has the following characteristics:
 - (i) the communication from the servers of the service provider occurs over the internet or a mobile telecommunications network;
 - (ii) multiple simultaneous users of the service can hear the sound recording on their playback devices at or near the same time that the communication of the sound recording is initiated by or on behalf of the operator of the service;
 - (iii) no user is able to choose which sound recordings they hear or the times at which they hear them, or is otherwise able to control the nature and timing of the content delivered to them; and
 - (iv) there is no copy of the sound recording, or any other form of fixed file or data from which the user can subsequently replay the sound recording, which is created on the user's playback device.

- **Interactive Webcasting** – the right to communicate a sound recording to the public by means of an interactive, pre-programmed service which has the following characteristics:
 - (i) the communication from the servers of the service provider occurs over the internet or a mobile telecommunications network;
 - (ii) the user may Skip or Pause sound recordings transmitted as part of the service;
 - (iii) the user is able to Customise the service (except that a service may not offer unlimited Skips together with the ability to Customise);
 - (iv) the user is not able to request the transmission of a particular sound recording; and
 - (v) there is no copy of the sound recording, or any other form of fixed file or data from which the user can subsequently replay the sound recording, which is created on the user’s playback device.

- **Audiovisual streaming** – the right to communicate Cleared sound recordings reproduced in Audiovisual Content (excluding for the avoidance of doubt Music Videos and radio programs) to the public over the internet, a mobile telecommunications network or any other communications network now known or developed in the future, including by means of an interactive on demand service or linear channels where there is no copy of the Audiovisual Content (other than a temporary copy), or any other form of fixed file or data from which the user can subsequently replay the Audiovisual Content, which is created on the user’s playback device.

- **Digital Content Rental** - the right for a Digital Content Provider to make available Rental Content by Broadcast, Streaming or Timed-Out Podcast, provided that:
 - (i) the sound recordings reproduced within the Rental Content have been Cleared;
 - (ii) the Rental Content is offered from a server owned or controlled by the Digital Content Provider or otherwise approved by PPCA;
 - (iii) the user agrees, in advance of receiving the transmission of the Rental Content, to only use the Rental Content for the user’s personal non-commercial use;
 - (iv) users may only store the copy of the Rental Content on the user’s playback device for a period of 7 consecutive days, or if the Rental Content is delivered by a Broadcaster, the User may store the Rental Content on the user’s playback device for a predetermined period of time, following the delivery of the Rental Content to the user by the Digital Content Provider;
 - (v) the user is not able to request the transmission of a particular sound recording;
 - (vi) the Rental Content is not made in order to sell, advertise or promote particular products or services; and
 - (vii) the Digital Content Provider agrees to implement industry standard or acceptable protection measures (as reasonably determined by PPCA).

- **On-demand Offerings**- the right for a Broadcaster to make available a Program or feature film by Streaming or Timed-Out Podcast via the internet or mobile networks or any other communications network, provided that:
 - (i) the Programs or feature films have previously been Broadcast or will in the next 30 days be Broadcast by the Broadcaster;
 - (ii) the sound recordings have been Cleared;

- (iii) the Programs or feature films are offered from a server owned or controlled by the Broadcaster or otherwise approved by PPCA;
 - (iv) the user agrees, in advance of receiving the transmission of the Program or feature film, to only use the Program or feature film for the user's personal non-commercial use;
 - (v) the Programs or feature films do not contain any "back to back" sound recordings (however, a one time occurrence of no more than three sound recordings in a row within any one Program or feature film is allowed);
 - (vi) if a Program or feature film is less than 20 minutes in duration, the Program or feature film may only contain excerpts of sound recordings that are no longer than 60 seconds or half the length of the sound recording, whichever is the lesser;
 - (vii) except where use of a sound recording is Incidental, users may only store the copy of the Program or feature film on the user's playback device for a predetermined period of time following the delivery of the Program or feature film to the user by the Broadcaster;
 - (viii) the user is not able to request the transmission of a particular sound recording;
 - (ix) the Offering is not made in order to sell, advertise or promote particular products or services (other than sound recordings);and
 - (x) the Broadcaster agrees to implement industry standard or acceptable protection measures (as reasonably determined by PPCA).
- **Audio Monitoring** – the right for PPCA to authorise the reproduction and communication of sound recordings for the purpose of facilitating use by Monitoring Services.

In respect of **Music Videos**, the **Rights** are as follows:

- **Public Performance** – the right to cause a Music Video to be heard in public (to the extent that it consists of sounds) and/or seen in public (to the extent that it consists of visual images).
- **Broadcasting** – the right to communicate a Music Video to the public by means of a Broadcast.
- **Datacasting** – the right to communicate a Music Video to the public by means of a Datacasting Service.
- **Simulcasting** – the right to communicate a Music Video to the public by means of a Simulcast.
- **Webcasting** – the right to communicate a Music Video to the public by means of a non-interactive, pre-programmed service which has the following characteristics:
 - (i) the communication from the servers of the service provider occurs over the internet;
 - (ii) multiple simultaneous users of the service can hear and/or see the Music Video on their playback devices at or near the same time that the communication of the Music Video is initiated by or on behalf of the operator of the service;
 - (iii) no user is able to choose which Music Videos they hear and/or see or the times at which they hear and/or see them, or is otherwise able to control the nature and timing of the content delivered to them; and
 - (iv) there is no copy of the Music Video, or any other form of fixed file or data from which the user can subsequently replay the Music Video, which is created on the user's playback device.
- **Technical Copying** – the right to make copies of Music Videos for the purpose of exercising any of the other Rights in relation to Music Videos.

- **Retransmission Remuneration** – the right to collect on behalf of another person, equitable remuneration to which that person becomes entitled as a result of the retransmission, in accordance with Part VC of the Copyright Act, of a free-to-air broadcast which includes a Music Video owned or controlled by that person.

In respect of **Artworks**, the **Rights** are as follows:

- **Artwork Rights** – the right to reproduce and communicate Artwork associated with a particular sound recording or Music Video for display in conjunction with the communication of that sound recording or Music Video as applicable, to the public by means of a Webcasting service, Interactive Webcasting service or an audio only Broadcast service licensed by PPCA.

Part 2 – Extra-territorial Rights

In respect of sound recordings, the **Extra-territorial Rights** in respect of the IFPI Territories are as follows

- **Extra-territorial Simulcasting** – the right to communicate a sound recording from Australia by means of a Simulcast into one or more the IFPI Territories.
- **Extra-territorial Webcasting** – the right to communicate a sound recording from Australia into one or more of the IFPI Territories by means of a non-interactive, pre-programmed service which has the following characteristics:
 - (i) the communication from the servers of the service provider occurs over the internet or a mobile telecommunications network;
 - (ii) multiple simultaneous users of the service can hear the sound recording on their playback devices at or near the same time that the communication of the sound recording is initiated by or on behalf of the operator of the service;
 - (iii) no user is able to choose which sound recordings they hear or the times at which they hear them, or is otherwise able to control the nature and timing of the content delivered to them; and
 - (iv) there is no copy of the sound recording, or any other form of fixed file or data from which the user can subsequently replay the sound recording, which is created on the user's playback device.
- **Extra-territorial Interactive Webcasting** – the right to communicate a sound recording from Australia into one or more of the IFPI Territories by means of an interactive, pre-programmed service which has the following characteristics:
 - (i) the communication from the servers of the service provider occurs over the internet or a mobile telecommunications network;
 - (ii) the user may Skip or Pause sound recordings transmitted as part of the service;
 - (iii) the user is able to Customise the service (except that a service may not offer unlimited Skips together with the ability to Customise);
 - (iv) the user is not able to request the transmission of a particular sound recording; and
 - (v) there is no copy of the sound recording, or any other form of fixed file or data from which the user can subsequently replay the sound recording, which is created on the user's playback device.
- **Extra-territorial On-demand Offerings**- the right for a Broadcaster to make available a Program from Australia into one or more of the IFPI Territories by Streaming or Timed-Out Podcast via the internet or mobile networks, provided that:

- (i) the Programs have previously been Broadcast by the Broadcaster;
- (ii) in the case of a television Program, the sound recordings have been Cleared;
- (iii) the Programs are offered from a server owned or controlled by the Broadcaster;
- (iv) the user agrees, in advance of receiving the transmission of the Program, to only use the Program for the user's personal non-commercial use;
- (v) the Programs do not contain any "back to back" sound recordings (however, a one time occurrence of no more than three sound recordings in a row within any one Program is allowed);
- (vi) if a Program is less than 20 minutes in duration, the Program may only contain excerpts of sound recordings that are no longer than 60 seconds or half the length of the sound recording, whichever is the lesser;
- (vii) except where use of a sound recording is Incidental, the Programs are only offered and transmitted by the Broadcaster for a maximum of 7 consecutive days after the first broadcast of the Program;
- (viii) except where use of a sound recording is Incidental, users may only store the copy of the Program on the user's playback device for a period of 7 consecutive days following the delivery of the Program to the user by the Broadcaster;
- (ix) the user is not able to request the transmission of a particular sound recording;
- (x) the Offering is not made in order to sell, advertise or promote particular products or services (other than sound recordings); and
- (xi) the Broadcaster agrees to implement acceptable protection measures (as reasonably determined by PPCA) in accordance with protection measures as drafted and updated from time to time by PPCA and IFPI.