

Live-streaming license, special terms and conditions

The right to use music under the license is governed by these special terms and conditions for individual methods of use as laid down by Teosto and Nordisk Copyright Bureau (hereinafter referred to collectively as “Teosto/NCB”) and Teosto’s general terms and conditions (hereinafter referred to collectively as “License”).

Should a conflict arise between these special terms and conditions and Teosto’s general terms and conditions, these special terms and conditions have first priority, while Teosto’s general terms and conditions have second priority.

Definitions; In these special terms and conditions

Live performance means the streaming of live music on the internet in real time (such as a gig of an artist or a band, as well as a festival, concert or other similar performance), for which the Customer offers consumers a viewing right for a one-time fee;

On-demand means the method of file distribution, in which the consumer can stream a live performance at their chosen time and location but without the consumer receiving a permanent copy of the live performance.

Rights granted by the license and period of validity

The license grants a non-exclusive right to use music represented at the time by Teosto/NCB as follows:

- the right to transmit works included in live performances to audiences in Finland (“Transmission right”);
- the right to record works included in live performances on servers for transmission to audiences in Finland as on-demand streaming services for seven days as of the time and date of the live performance (“Reproduction right”)*.

*To obtain a Reproduction right the Customer must have acquired and obtained a separate license for such use at the time of applying for a license.

The Transmission right and Reproduction right can be used over a web service administered by the Customer or a platform service provided by a third party. The Reproduction right covers the use of Works only in the service in which the live performance is immediately reproduced by the Customer.

The license is valid until further notice.

Price of license

The price of the license is specified in Teosto/NCB’s effective price list for the license.

Reporting

The Customer must report the following information to Teosto/NCB for each individual live performance:

- title of the live-streamed performance and name(s) of the artist(s)
- date of performance
- name and internet address of the service used as the source
- titles of the songs performed and names of the creators of the songs (as a minimum, the name of the composer).
- turnover for the provision of viewing rights (excluding the share of VAT)
- number of subscriptions to viewing rights

The Customer must submit the reports on live performances by email each calendar month and no later than by the 15th of the following month to medialicensing@teosto.fi. For example, the information for live performances in April must be submitted to Teosto/NCB by 15 May.

Other terms and conditions

The scope of the rights granted by Teosto/NCB with the license may vary during the period of validity of the license. Teosto/NCB can exclude from this license Works or rights associated with them that are no longer administered by Teosto/NCB.

The license is of a pilot nature and will be offered temporarily for the period determined by Teosto/NCB. Teosto/NCB has the right to amend, remove or add to the terms and conditions of the license, including the fee schedules, or to fully cease providing the products covered by the license by notifying the Customer a minimum of three weeks in advance.

The Customer is responsible for ensuring that it complies with any terms of use of third parties. If the Customer uses a platform service provided by a third party in its operations covered by the license, the Customer understands that any technical measures carried out by the service provider may affect the use of Works in its service. Teosto/NCB is not responsible for the impact on the use of Works resulting from actions taken by third parties.

The Customer is responsible for performing the actions required to reproduce and transmit the Works to the audience, as specified in the license. The license does not cover the use of Works in circumstances that cannot be considered the Customer's operations.

The Customer is obligated to protect, as far as possible by generally available methods and within reasonable costs, the Works intended to be transmitted to the audience from use that violates the license. However, this obligation of the Customer does not, in any way, restrict the right of Teosto/NCB to place demands on third parties regarding use of Works in violation of this license.