

Minor Media License – special terms and conditions

The right to use music under the Minor Media License is governed by these special terms specific to the method of use set by Teosto and Nordisk Copyright Bureau (“Teosto/NCB”) and Teosto’s General Agreement’s Terms and Conditions (collectively “Minor Media License”). In the event of conflict between these special terms specific to the method of use and Teosto’s General Agreement Terms and Conditions, these special terms specific to the method of use will take precedence over Teosto’s General Agreement Terms and Conditions.

Definitions in these special terms specific to the method of use

“Customer’s Webpage” refers to a webpage/website that is intended for the private use of end users located in Finland and that is located in a unique address in a Telecommunications Network and is maintained and administered by the Customer and reported to Teosto by the Customer.

“Festival” refers to an event lasting one or more days where multiple orchestras, bands, solo artists or DJs perform and where music is the focus of the event.

“Gig” refers to an event where a band, solo artist or orchestra performs. There are no assigned seats for the audience and alcoholic drinks or other refreshments are also often sold to the audience.

“Concert” refers to an event where the main focus is the music performed by an orchestra, a band or a solo artist. The audience often has assigned seats or floor sections and alcoholic drinks or other refreshments are usually not sold during the performance.

“Radio Programme” refers to audio programme content for which the Customer is responsible, including editorial responsibility, and which is monitored by the Customer and broadcast or made available by the Customer in its radio broadcast operations.

“Extended Collective License” refers to a permission granted to the Customer under section 26, subsection 1 of the Copyright Act to also broadcast and reproduce musical Works or associated texts protected by copyright but whose creators are not represented by Teosto/NCB, unless the creator of such Work has prohibited broadcasting or copying under section 25 f of the Copyright Act. The broadcasting and reproduction must comply with the terms and conditions referred to in section 25 f, subsections 1 and 3 of the Copyright Act, this Minor Media License and the terms and conditions of the relevant approval decision granted to Teosto by the Ministry of Education and Culture.

“Recording” refers to an audio recording or audiovisual recording that contains Works. Use rights to Works that are not granted in this Minor Media License, but which are necessary to create a Recording and use it on the Customer’s Webpage, must be obtained in advance from Teosto/NCB or third parties.

“Television Programme” refers to audiovisual programme content for which the Customer is responsible, including editorial responsibility, and which is monitored by the Customer and broadcast or made available by the Customer in its television broadcast operations.

“Telecommunications Network” refers to telecommunications networks regardless of the transmission or reception technology used.

Rights granted under the Minor Media License

The Minor Media License grants a non-exclusive right to use music, under the terms and conditions of the Minor Media License, by the following methods:

Radio Operations

FM Broadcasts

- the right to broadcast Works to the public as part of Radio Programmes that are Customer’s original radio broadcasts sent using freely propagating terrestrial VHF radio waves (FM broadcast) intended to be received in Finland
- the right to prepare copies of Works contained in Radio Programmes, when these copies exceed the use specified in section 25 f, subsection 2 of the Copyright Act (“short-term reproduction required by broadcasting operations”) and are to be used in radio broadcasts for which Teosto/NCB has granted the Customer this Minor Media License

Simulcasting

- the right to broadcast Works to the public as part of Radio Programmes intended to be received in Finland and streamed from the Customer’s Webpage simultaneously and in parallel with the FM broadcast without the streamed content being altered (“simulcasting”)

Webcasting

- the right to store Works on a server administered by the Customer/a hard drive in a computer of the Customer if these Works are contained in the Radio Programmes available on the Customer’s Webpage, in order to broadcast these to the public as described in the next item (“server copying”)
- the right to broadcast Works to the public as part of Radio Programmes streamed from the Customer’s Webpage

The rights in the section “Radio Operations” are subject to the Extended Collective License.

Local TV Operations

DVB-T

- the right to broadcast Works to the public as part of TV Programmes that are Customer’s original TV broadcasts sent in a terrestrial digital TV network intended to be received in Finland in no more than 350,000 households

- the right to prepare copies of Works contained in TV Programmes, when these copies exceed the use specified in section 25 f, subsection 2 of the Copyright Act (“short-term reproduction required by broadcasting operations”) and are to be used in TV broadcasts for which Teosto/NCB has granted the Customer this Minor Media License

Simulcasting

- the right to broadcast Works to the public as part of TV Programmes intended to be received in Finland and streamed from the Customer’s Webpage simultaneously and in parallel with the DVB-T broadcast without the streamed content being altered (“simulcasting”)

DVB-C

- the right to broadcast Works as part of TV Programmes that are the Customer’s original TV broadcasts transmitted over a cable TV network and intended to be received in Finland in no more than 350,000 households

Webcasting

- the right to store Works on a server administered by the Customer/a hard drive in a computer of the Customer if these Works are contained in the TV Programmes available on the Customer’s Webpage in order to broadcast these to the public as described in the next item (“server copying”)
- the right to broadcast Works to the public as part of TV Programmes streamed from the Customer’s Webpage

The Extended Collective License applies to the rights in the section “Local TV Operations”.

Streaming Service

- the right to store Works on a server administered by the Customer/a hard drive in a computer of the Customer if these Works are contained in Recordings available on the Customer’s Webpage in order to broadcast these to the public as described in the next item (“server copying”)
- the right to broadcast to the public Works contained in Recordings available for streaming on the Customer’s Webpage, with the end user being able to listen and watch the Recordings in a place and time of their choosing (“on demand”) without, however, the possibility to store the Recordings on their storage platform permanently.

Download Service

- the right to store Works on a server administered by the Customer/a hard drive in a computer of the Customer if these Works are contained in Recordings available on the Customer’s Webpage in order to broadcast these to the public from the Customer’s Webpage as described in the next item (“server copying”)

- the right to broadcast Works to the public if these Works are contained in Recordings available on the Customer's Website in such a way that the end user can copy the Recording onto their storage platform ("downloading").

Minor Synchronisation associated with operations under the Minor Media License

- the right to reproduce Works in conjunction with a moving image in TV programmes produced by the Customer and in Recordings produced by the Customer to be used in Local TV operations and in the Customer's Streaming and/or Download service from the Customer's Webpage, excluding long films, commercials and company presentations as well as documentaries, trailers and signature tunes intended for cinema distribution, whose synchronisation is not covered by the Minor Media License.

For the sake of clarity: Minor Synchronisation cannot be purchased as a standalone product without a connection to the Customer's Local TV Operations, Streaming Service or Download Service under the Minor Media License. If a TV programme or Recording produced by the Customer and recorded under the Minor Synchronisation Right of the Minor Media License is used in operations other than those specified in the Customer's Minor Media License, or used by other parties than the Customer, the Minor Synchronisation Right of the Minor Media License will not cover such use.

Limitations of the Minor Media License

The Customer may hold only one valid Minor Media License at a time.

The total turnover of the Customer's operations under the Minor Media License (Radio Operations, Local TV Operations, Streaming Service and Download Service) may not exceed EUR 30,000 per calendar year.

The Customer's service under the Minor Media License is freely receivable, which means that its content is completely free of any charge whatsoever, is not made available to the public in an encrypted form, and neither the Customer nor any third party directly or indirectly charges a fee or demands other compensation from the end user for making the content available to the public (excluding regular logging in to a website, which shall not be considered compensation in this case).

Minor Media License covers the use in Streaming and Download Services of free concerts, gigs, festivals and other such events where music is the main focus of the event only in cases where the concert, festival or event's total number of viewers in the service does not exceed 2,000. If the number of viewers exceeds 2,000, the Customer must obtain a separate license for live streaming.

Fee paid for the Minor Media License and invoicing

The fee for the Minor Media License is specified in Teosto's fee schedule for the Minor Media License valid at the time in question.

Other terms

The rights granted under the Minor Media License only apply to Works originating from a legal source. This requirement of a legal source means that the copies of the Works referred to in the Minor Media License must be legally reproduced and that the Works must be made available to the public legally.

The Customer must perform the actions required by the reproduction and broadcasting to the public referred to in the Minor Media License. The Minor Media License does not cover reproduction or broadcasting of Works in circumstances that cannot be considered the Customer's operations.

Teosto/NCB has the right to prohibit the use of one or more Works in the Customer's operations, if the creator of the Music has presented a prohibition request concerning the Work or the prohibition is otherwise necessary or justified in view of the operations of Teosto/NCB. The Customer must put the prohibition in practice within five (5) working days after receiving a written notice about the prohibition from Teosto/NCB. After this, Teosto/NCB is no longer responsible for the use of such Works or any claims associated with them. The extent of the rights granted by Teosto/NCB with the Minor Media License may vary during the period of validity of the Minor Media License. Teosto/NCB can exclude from this Minor Media License Works or rights associated with Work that are no longer administered by Teosto/NCB.

Teosto/NCB has the right to change, remove or add terms and conditions applicable to the Minor Media License, decline to make an equivalent agreement after the agreement period has ended or stop offering a product referred to in the Minor Media License entirely if Teosto/NCB has a reason to do so due to a rightsholder's demand, competition law or changes in legislation, market situation or operating environment, or other similar reasons.

The Minor Media License does not come with a reporting obligation. However, the Customer is obligated, upon request, to report to Teosto/NCB in writing the Works used by the Customer, the extent of the distribution of FM radio stations or Local TV stations and the content and use of the Customer's Webpages referred to in the Minor Media License.

The Customer is obligated to protect, as far as possible by the generally available methods and within reasonable costs, the Works intended to be broadcast to the public from use that violates the Minor Media License. For the sake of clarity: the Customer's responsibility described above does not limit Teosto's right to file claims against third parties for copying or other use of Works that violates this Minor Media License.