Terms and Conditions of the Public TV Licence

1. CONTENTS OF THE PUBLIC TV LICENCE

Under this public TV licence, Audiovisual Producers Finland (APFI) and Kopiosto (hereinafter referred to as the Licensors) each grant the Licensee, on behalf of the copyright holders they represent, a non-exclusive right to use the works and performances of the copyright holders represented by the Licensors at any given time, which are protected under the Copyright Act, for the public performance of the television programmes included in this licence in the Licensee's public premises.

Public premises refers to the premises reported by the Licensee to the Licensors in accordance with section 3, to which the Licensee's customers or personnel have access, including, but not limited to, the Licensee's lobby, restaurant, healthcare, accommodation, social or sports facilities, as well as other premises.

Licensee refers to the company or organisation that manages the public premises.

2. SCOPE OF THE PUBLIC TV LICENCE

This public TV licence authorises the Licensee to publicly show television programmes that are freely available at no charge on domestic television channels (so-called free-to-air channels) to the audience present in the public premises.

Television programmes may be publicly shown via traditional television broadcasts and via broadcasters' streaming services as simultaneous live broadcasts, to the extent permitted under the terms of use of the streaming service. The public showing of recorded content available on streaming services is not permitted.

The licence covers all of the Licensee's public premises that the Licensee has reported to the Licensors in accordance with section 3.

The licence does not grant the right to show television programmes on pay-TV channels or paid streaming services. The license also does not include the right to record television programmes or show them in cinemas or at film festivals. The Licensee is not entitled to charge a separate fee for the showing of television programmes.

The licence does not cover the rights of the copyright holders of music.

3. REPORTING OBLIGATION

The Licensee must provide the Licensors with information regarding the public premises where television programmes are publicly shown, as well as any other information necessary for the granting of the licence. The Licensee must ensure that the information is up to date and must notify the Licensors of any changes without delay.

4. COPYRIGHT REMUNERATIONS

As copyright remuneration, the Licensee shall pay the Licensors a fee in accordance with the applicable tariff. The current value-added tax is added to the fee.

The Licensors have the right to adjust the tariffs annually, taking into account changes in general income and cost levels. Revised tariffs shall enter into force at the beginning of the calendar year following the revision. The Licensors shall notify the Licensee of any adjustment to the copyright remunerations by the end of October of the current calendar year.

Kopiosto shall collect the fee and invoice the Licensee on behalf of both Licensors.

5. LATE PAYMENT INTEREST

If the Licensee fails to pay the fee under section 4 by the due date of the invoice, late payment interest will be charged for the period of delay in accordance with the Interest Act.

6. COPYRIGHT

The Licensors shall be responsible for ensuring that they have the authority to grant the public TV licence on behalf of the copyright holders they represent. The Licensors shall be liable to the Licensee for any copyright claims arising from the public performance of television programmes in accordance with the terms of this licence only with respect to the copyright holders they represent at any given time. The Licensors' liability does not extend to any copyright holders whom the Licensors do not represent.

7. LIMITATION OF LIABILITY

The Licensors shall not be liable for any claims made against the Licensee based on the broadcasting content.

The Licensors shall not be liable for the technical performance of television programmes or channels, such as any technical malfunctions or service interruptions that may occur. The Licensors shall not be liable for any damages that the Licensee may incur as a result of the interruption or unavailability of television programmes or channels.

8. RIGHT OF AUDIT

The Licensors or a party designated by them shall have the right to verify the accuracy of information affecting the basis for the fees (e.g. the number of televisions).

9. TRANSFER OF THE PUBLIC TV LICENCE TO A THIRD PARTY

The public TV licence may not be transferred to a third party without the written consent of the Licensors.

10. APPLICABLE LAW

This licence is governed by Finnish law.

11. DISPUTE RESOLUTION

Any disputes arising from this licence shall be resolved primarily through mutual negotiations. If these negotiations fail, the dispute shall be resolved at the District Court of Helsinki.

12. ENTRY INTO FORCE, TERMINATION AND CANCELLATION OF THE PUBLIC TV LICENCE

The public TV licence shall take effect once the Licensee has provided the Licensors with the information necessary for granting the licence in accordance with section 3 and has paid the copyright remuneration in full as specified in section 4.

The licence is valid until further notice.

The licence may be terminated in writing with one (1) months' notice. The notice period begins on the last day of the calendar month during which the written notice of termination was delivered to the other party. The Licensee must submit the notice of termination to Kopiosto. The public TV licence expires at the end of the notice period.

If the Licensee has not paid the fee within thirty days of the invoice due date, or if the Licensee provides Kopiosto with information required under section 3 that is materially inaccurate, the Licensors shall have the right to terminate this licence without notice, in which case the licence shall lapse with immediate legal effect.

The Licensors shall also have the right to cancel this licence with immediate legal effect if the Licensee materially breaches these licence terms, or if the Licensee is declared bankrupt, goes into liquidation or is otherwise found to be insolvent.

Kopiosto may terminate and cancel the public TV licence on behalf of the Licensors.

Any termination or cancellation of the licence carried out in accordance with this section shall be binding on both Licensors.

13. RIGHT TO AMEND THE LICENCE TERMS

The Licensors may amend the terms and conditions of the public TV licence by notifying the Licensee at least one (1) month before the amendment takes effect. The amended terms and conditions shall also apply to licences issued prior to the amendment. If the Licensee does not accept the amendment to the terms and conditions, the Licensee has the right to terminate the licence in writing. The notice period is one (1) month and begins on the last day of the calendar month during which the written notice of termination was delivered to Kopiosto. The public TV licence expires at the end of the notice period.