

# Terms and Conditions for Concerts and Events

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## Planning to organise a concert or event?

If you are organising a concert or event where all or part of the music performed is managed by TONO, you must obtain a performance licence and pay a fee to TONO. Music not covered by TONO's repertoire and rights not managed by TONO are outside the scope of this licence. The following terms apply when organising a concert or event:

### 1. Permission before the event

You must apply to TONO for a licence to perform music managed by TONO before the event takes place. If the conditions for granting permission for the requested use are met, you will receive a licence from TONO.

If all or parts of a musical work are used in a religious, pornographic, or political context, or in a way that associates the work or the creator with the organiser's product or message, you must obtain direct permission from the rightsholder. The same applies if musical works or parts thereof are used as a logo, trademark, or similar.

Even if consent is obtained from the rightsholder, you must still obtain a licence from TONO for the relevant communication to the public. The works must not be altered or modified in violation of the provisions of the Copyright Act.

It is not permitted to hold an event where music managed by TONO is performed without TONO's permission. If TONO's licence is not obtained prior to the event, TONO may, in addition to the remuneration, demand reimbursement of additional costs incurred due to the infringement, cf. Section 81 (1) of the Copyright Act.

### 2. Remuneration and tariff rates

Remuneration must be paid to the rightsholders via TONO. The fee is normally calculated based on gross ticket revenues in accordance with TONO's concert and event tariff. The tariff assumes that there are no revenues linked to the event other than ticket sales, or that there are no revenues at all. If there are significant revenues from other sources, this may be considered in determining a reasonable fee. In such cases, we will contact you after your application has been received.

If the ticket price includes catering and/or accommodation (and this is specified to the ticket buyer/public), the portion of the ticket price relating to catering/accommodation may be deducted from the gross ticket revenues used to

calculate the fee. The same applies to any ticket fees, etc. Deductions as mentioned in this paragraph are only granted when documented.

### **3. Calculation of remuneration**

The basis for calculation (gross ticket revenues/number of attendees) in the concert and event tariff assumes that all music performed is managed by TONO. If music not managed by TONO (e.g. public domain or not represented by TONO) is also performed, the basis (gross revenues/attendees) must be proportionally reduced before applying the tariff rates. However, the minimum fees under the tariff will never be reduced in this way.

### **4. Reporting after the event**

No later than 14 days after the event, you must complete and return the form you received with the licence. You must provide the number of attendees, gross ticket revenues, and a repertoire/set list. If music not managed by TONO was performed and the fee is to be reduced as described in section 3 above, you must also list which works were involved, the duration of each, and the total performance time.

### **5. Incomplete or missing reporting**

If reporting (cf. section 4) is omitted or incomplete, TONO will determine and invoice the remuneration based on the information available. You cannot object to a fee set in this way on the grounds that it does not match information you should have reported, unless TONO's determination is clearly unreasonable or indefensible based on the available information.

### **6. TONO's right to request documentation regarding performances**

If necessary to determine whether a licence can be granted, TONO may request that you provide information and written documentation about the concert/event and the performances covered by the application. This may include sheet music, set lists, and/or audio recordings of previous performances. TONO may also request such documentation after a licence has been granted.

TONO may revoke an already granted licence if the submitted documentation or other information indicates that the basis for the licence was never valid or is no longer valid—for example, if the performances involve unauthorised adaptations or other infringements of the rightsholders' rights.

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### **7. Breach of contract**

TONO may claim remuneration and damages under Section 81 of the Copyright Act if music under TONO's management is performed without a licence. If the breach is



intentional or grossly negligent, TONO may, instead of the standard compensation, claim up to double a reasonable remuneration (i.e. double the applicable tariff) where the conditions for this are met, cf. Section 81 (2) of the Copyright Act.

Illegal use of music may also constitute a criminal offence, cf. Sections 79 and 80 of the Copyright Act.

In the event of a material breach of these terms, TONO may terminate the agreement. Material breach includes, among other things, non-compliance with the terms related to payment and reporting. Upon termination, all licences granted by TONO will be revoked with immediate effect.