

MUSIC VIDEO BROADCAST LICENCE

Terms and Conditions for licensing a music video for airing on Cape Town TV

1. SUPPLIER GUARANTEE

The music video supplier guarantees that he/she has the power to enter into this agreement and holds the title to all copyrights and other rights regarding the terms of this agreement; that the rights licensed are legally valid and subsisting; and is free and clear of all claims and encumbrances.

2. MUSIC RIGHTS

2.1 Cape Town TV has an agreement with CAPASSO regarding royalty payments for all musical works distributed by the channel. Artists signed with CAPASSO will receive royalty payments for the use of their works on the channel.

2.2 Artists who not signed with CAPASSO will not receive royalty payments from the channel for the reproduction of their work. By sending the Music Video Licensing Form to Cape Town TV the artist acknowledges that their work will be reproduced on the channel for publicity purposes only and that they will receive no payment for this reproduction.

2.3 Cape Town TV does not have an agreement with any other music copyright organisation. Artists who are signed with any music copyright organisation other than CAPASSO acknowledge that by sending this music licensing form to Cape Town TV they waive their rights to royalty payments from the music rights collection agency for the reproduction of their work on the Cape Town TV channel.

2.4 Cape Town TV shall be responsible for the payment to the appropriate music rights collection body or agency (i.e. CAPASSO) of all such fees in respect of the broadcasting of the music video in accordance with this agreement.

3. LICENSED TERRITORY

The music video will be broadcast in the greater Cape Town metropolitan region on Cape Town TV's free-to-air analogue frequencies, as well as on the pay-TV satellite bouquets of DStv, available throughout South Africa and its neighbouring states, and on any online (OTT) platforms which carry the Cape Town TV channel or VOD programming.

4. LICENSED PERIOD

Twenty-four (24) months from the date of first broadcast, unless terminated earlier or later by mutual written agreement.

5. RIGHTS GRANTED TO CAPE TOWN TV

Non-exclusive broadcast and online distribution rights for the above period.

6. BROADCAST SLOT

7.1 Cape Town TV will air the music video in the context of its programming, which may be either within a programme or as a filler in-between shows.

7.2 Cape Town TV has the right to repeat the music video at its discretion in terms of time slots and number of repeats during the licensed period.

8. CREDITS

8.1 Cape Town TV undertakes that the music video shall be reproduced without any omission, alteration or abbreviation.

8.2 If the music track is used as background music in any show produced by Cape Town TV, the artist's name and track title will appear in the credits at the end of the show. The track will be recorded in the music cue sheet for that show so that the artist receives royalty payments from CAPASSO, if they are signed with that organisation.

9. DELIVERY

9.1 The music video supplier will provide a copy of the programme which may be delivered via internet file transfer or on physical media such as a flash drive or hard drive.

10. LAW TO APPLY

This contract shall in all respects be construed in accordance with the Law of the Republic of South Africa, and any dispute that may arise between the music video supplier and Cape Town TV shall be settled in South African Courts of Law, which shall have sole jurisdiction in this matter.

11. ENTIRE AGREEMENT

This agreement constitutes the whole agreement between the parties and no amendments or additions will be of any force or effect unless it is reduced to writing and signed by both parties hereto.