



CROATIAN RADIO AND TELEVISION

**GENERAL TERMS AND CONDITIONS
OF DISTRIBUTION OF HRT's INTERNATIONAL PROGRAMME
VIA PAY-TV PLATFORMS
OUTSIDE OF THE AREA OF THE REPUBLIC OF CROATIA**

Zagreb, January 2016

Pursuant to Article 21, paragraph 1, of the Law on Croatian Radio and Television (*Official Gazette* 137/10, 76/12) and Article 15 and Article 40, paragraph 2, of the Statute of the HRT (*Official Gazette* 14/13), the Director General of the HRT hereby issues

**GENERAL TERMS AND CONDITIONS
OF DISTRIBUTION OF THE INTERNATIONAL RADIO PROGRAMME AND
INTERNATIONAL TELEVISION PROGRAMME CHANNELS OF HRT PROGRAMME
VIA PAY-TV PLATFORMS
OUTSIDE OF THE AREA OF THE REPUBLIC OF CROATIA**

I

Croatian Radio and Television (hereinafter: HRT) is engaged in the activity of providing public broadcasting services. In accordance with the provision of Article 3, paragraph 1, and in conjunction with paragraph 2, of the Law on Croatian Radio and Television, the activity of the HRT constitutes production of radio, audio-visual and multimedia programme, music production, provision of audio and audio-visual media services, multimedia services and electronic publishing services as public services.

In relation to its broadcasts the HRT has a related right of a broadcasting organisation provided under Article 143 of the Law on Copyright and Related Rights (*Official Gazette* 167/03 and 79/07). This right also includes the exclusive right of rebroadcasting its broadcasts wirelessly or by wire.

II

HRT has an interest in offering distribution of its international radio programme and international television programme channels (in a joint package) outside of the area of the Republic of Croatia on indiscriminate basis and in accordance with legal and technical possibilities and therefore wishes to transparently regulate the general terms and conditions applicable to the distribution.

These General Terms and Conditions shall regulate distribution of the HRT international radio programme and international television programme channels via television signal distribution platforms owned by a Pay-TV and Radio service operator, on a non-exclusive basis. Distribution platforms may include digital, terrestrial, cable, IPTV, satellite, OTT and other television signal broadcasting platforms, unless distribution thereof has already been regulated otherwise.

III

As a rule, the content broadcast by the HRT is protected by copyright and related rights. The HRT does not distribute worldwide any content in its programmes for which it does not own worldwide rights, and such content is legally and technically unavailable for the distribution in question. In accordance with these General Terms and Conditions, only content for which the HRT owns worldwide rights shall be distributed.

Pay-TV and Radio operators may broadcast the content provided by the international radio programme and international television programme channels only integrally, as delivered by the HRT through its signal, continuously and without interruption.

Pay-TV and Radio operators are responsible for any damage caused by unauthorised transmission of unavailable content and any violation of copyright or related rights, and are hereby obliged to take upon themselves any claim filed against the HRT on these grounds.

IV

Under these General Terms and Conditions, Pay-TV and Radio operator must be a legal entity registered for distribution of radio and television programme content, with all the necessary permits and technical, personnel-related, financial and other requirements for conducting its registered activity.

Pay-TV and Radio operator that meets the requirements in the above paragraph and is selected by the HRT shall enter into a contract with the HRT and a service billing agent acting on behalf and for the account of the HRT, on distribution of the HRT's international radio programme and international television programme in a specific area and on specific platforms, in accordance with these General Terms and Conditions.

V

Service agent must be a legal entity which shall, on behalf and for the account of the HRT, bill and collect fees from Pay-TV and Radio operators for the use of the HRT's international radio programme and international television programme signal, keep records and monitor payment and, in accordance with the contract concluded, also exercise control over any unauthorised distribution of the HRT's international programmes.

Pay-TV operator shall distribute the HRT international radio programme and international television programme channels in the contracted area, and the share of the proceeds belonging to the HRT shall be paid exclusively through the service agent in the above paragraph, who was selected and contracted by the HRT to provide the services of billing and collecting fees for distribution of the HRT's programme.

The work of Pay-TV and Radio operator and the work of service agent may not be conducted by the same legal entity in the same contracted area.

VI

Pay-TV operator that entered into a contract with the HRT and the service agent shall be obliged to bear the costs of the transmission infrastructure necessary for reliable, unobstructed, technically sound and safe transmission of the HRT television signal, from the signal transmission source to its technological platform location, i.e. the part of the platform designed for signal reception.

Upon entering into a contract under this item a Pay-TV operator shall not be entitled to record HRT programme content for the purpose of delayed viewing or other purposes, unless a separate contact was concluded.

VII

Pay-TV and Radio operator shall be obliged to pay the fee for the right to distribute HRT programme to the service agent on a monthly basis, based on the information provided on the number of users and platforms on which HRT programme is distributed.

VIII

The HRT has the right to amend these General Terms and Conditions, and in this case an annex to the existing contract or a new contract in accordance with the amendments made to these General Terms and Conditions will be concluded with the Pay-TV and Radio operator and the service agent.

The HRT, service agent and Pay-TV and Radio operator shall try to settle consensually any disputes arising from the contract, and failing that, the relevant court in Zagreb shall have jurisdiction and the law of the Republic of Croatia shall be applicable.

IX

These General Terms and Conditions shall come into effect on the day of their publication on the HRT's bulletin board and be applicable from 18 March 2016.

These General Terms and Conditions will be published on the HRT's intranet and HRT's webpage.

Director General of the HRT

Goran Radman

These General Terms and Conditions have been published on the HRT's bulletin board on 1 January 2016.