

- 1.** Only natural persons can affiliate with PlayRight, not legal entities such as societies or not-for-profit associations, even if all shareholders or directors meet the conditions for affiliation as described in the Bylaws and the General Regulations of PlayRight.
- 2.** If you are already affiliated as a performer with a foreign neighbouring rights management society equally representing performers of the same category, and/or you have granted such society an international mandate for the management of your rights (with the inclusion of the Belgian territory), then PlayRight has to be informed thereof. PlayRight will then let you know when and under which conditions you can be accepted for affiliation with PlayRight. PlayRight reserves the right to put any payments due to you on hold in case of conflicting affiliation. Any action with intent to obtain rights under false pretences can, depending on the circumstances, consist of a penal offence.
- 3.** Under the agreement of affiliation and fiduciary agreement, PlayRight will administer the collection, the management and the distribution of the neighbouring rights to which you are entitled as a performer. Consequently, you grant the rights pertaining to your performances (those already originated at the time of signature of this agreement as well as those to originate during the term of this agreement) to PlayRight, which expressly accepts said grant.
- 4.** The fiduciary assignment of rights to PlayRight is intended only for the collective management thereof, notably the collection and the distribution to rightholders of the rights in relation to the exploitation of their performances, in conformity with the law ([here](#) in French and [here](#) in Dutch) and the Bylaws and the General Regulations of PlayRight. PlayRight itself shall not undertake any act of exploitation in relation to said performances. As said assignment is done in the rightholder's interest, PlayRight will ensure the collection and the correct distribution of rights to the best of its abilities.
- 5.** The fiduciary assignment includes the following rights in relation to (the recordings) of the performances of the rightholder, to the extent that for the exercise thereof under national and international regulations (or otherwise) the approval and/or the intervention of a society for the collective management of neighbouring rights is possible or necessary:
 - a. the right to reproduce (recordings of) the performances of the rightholder;
 - b. the right to allow the rental or the lending of (recordings of) the performances of the rightholder;
 - c. the right to communicate (recordings of) the performances of the rightholder to the public, including the making available to the public in such a way that members of the public may access them from a place and at a time individually chosen by them;
 - d. the right to transmit (recordings of) the performances of the rightholder via cable;
 - e. the right to remuneration for the reproduction for personal use of (recordings of) the performances of the rightholder;
 - f. the right to remuneration for the reproduction and/or the communication to the public of (recordings of) the performances of the rightholder for purposes of illustration in education and/or scientific research;
 - g. any other right or right to remuneration with regard to (recordings of) the performances of the right holder to the extent that for the exercise thereof under national and international regulations (or otherwise) the approval and/or the intervention of a society for the collective management of neighbouring rights is possible or necessary.
- 6.** The scope of this agreement can be limited on a territorial basis (only the Belgian territory/worldwide/worldwide with the exception of certain countries) as well as according to the categories of performances in regard of which you wish PlayRight to administer the collection, the management and the distribution of rights. PlayRight will only do so in respect of those countries for which it has entered into a reciprocal agreement with its local sister society. More information can be found on our website: <http://playright.be/en/playright-international/>
- 7.** You can participate in the decision making process within PlayRight by becoming an associate member. Conditions in that respect can be found in article 9 of the Bylaws and articles 1 to (and including) 5 of the General Regulations of PlayRight. These documents can be consulted on our [website](#).
- 8.** In affiliating with PlayRight you commit to providing your Account Manager with all changes to your personal and financial data, your representation and the extent of your fiduciary assignment.
- 9.** All data provided by you are processed in view of the fulfillment of the society's objectives, as described in article 3 of the Bylaws. The database administrator is PlayRight SCRL - Soc. Civ., with registered office at Belgica boulevard 14, 1080 Brussels. Pursuant to the law of 8 December 1992 and its decrees of implementation, all associate and affiliated members of PlayRight have the right to access and correction of their data.
- 10.** Any dispute in relation to this agreement shall be submitted to the Control Committees as described in articles 10 to (and including) 12 of the General Regulations of PlayRight.
- 11.** This agreement can be terminated in full or in part by means of a letter sent by registered mail with notice of receipt. If such resignation is received at least six months before the end of the financial year, the withdrawal of rights shall have effect as of the first day of the next financial year. If such resignation is received less than six months before the end of the financial year, the withdrawal of rights shall have effect as of the first day of the financial year following the next financial year. The withdrawal of rights shall not affect the legal acts previously undertaken by the society.
- 12.** In case of contradiction between the present general terms and conditions and the Bylaws and/or the General Regulations of PlayRight, the following hierarchy will prevail: 1) Bylaws 2) General Regulations 3) the present general terms and conditions.
- 13.** This agreement shall be governed only by the laws of Belgium. Only the courts of Brussels shall be competent with regards to any dispute pertaining to this agreement.