

MENA Broadcast Satellite Anti-Piracy Coalition

Policy for Identifying and Dealing with Infringements of Arabic Content (Films)

Effective Date

September 2015

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1. Definitions

Content Database	A common database for all content owned by the members of the coalition. This database is also shared with satellite distributors
Content Infringement	The broadcast of content that is either a) a) owned by a member and which was not licensed to the channel or b) under exclusive license to a member of the Coalition
Content Owner	Producers, TV channels, and other entities owning the full rights of content
FTA Operator	Any channel broadcasting free to air such as MBC or Rotana or any future member
Infringing Channel	Any FTA or Pay TV operator which broadcasts content that is either a) owned by a member and which was not licensed to the channel or b) under exclusive license to a member of the Coalition
Pay TV	OSN, ART, WWE or any future member
Rights Owners	FTA or Pay TV operators, content owner or distributor that own specific window rights
Satellite Distributors	Company that distributes satellite transponder capacity to channels for example Nilesat, Noorsat, Viewsat, Gulfsat, STN, JMC, Du
Satellite Operators	Company that owns satellites and leases satellite transponder capacity to Satellite Distributors including for example Nilesat, Eutelsat

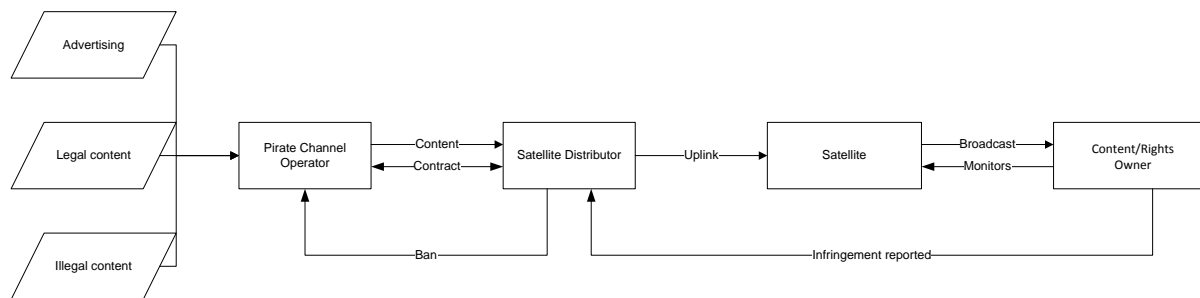
2. Purpose

This document sets out the procedure to be followed by members of the Coalition when dealing with Arabic pirated Content on an Infringing Channel.

3. Overview

An overview of the full process that is covered by the policy is shown below:

- a. Signature of a contract between a new channel and the Satellite Distributor
- b. Uplink of the content to the satellite by the Satellite Distributor
- c. Monitoring of the Infringing Channel by the Content/Rights Owner(s)
- d. Reporting of any infringement to the Satellite Distributor
- e. Satellite Distributor decides upon appropriate next steps which are to be consistent with Coalition Charter



4. Contract between a new Channel and Satellite Distributor

When agreeing to broadcast a new Channel the Satellite Distributor should obtain the following details:

- a. Passport copies of the CEO, CFO and CTO
- b. Email addresses and phone numbers of the CEO, CFO and CTO
- c. Copy of the trade license
- d. Clear and complete address of the company/ legal person

5. Monitoring of the Infringing Channel's content by Content/Rights Owner

The Content/Rights Owner will record infringements of their content and keep reports and records of them.

6. Identifying Content Infringement

The Rights/Content Owners will create and regularly update a "Content Database" that lists Arabic content owned by the member of the coalition. The database will include the content title (English and Arabic), year of production, producer, distributor or content owner, license period, licensed channels and availability of evidence of the rights ownership. All members of the coalition including Satellite Distributors will have access to the updated content Database.

An infringement is the broadcast of content that is either a) owned by or b) under exclusive license to a member of the Coalition.

7. Reporting of a Content Infringement by Content/Rights Owner

- a) In case of recurring or one-off infringement, the Satellite Distributors (SD) will be notified either during the Coalition meetings or through specific reports of infringement which are sent periodically.
- b) At any time during the notification process, the Satellite Distributor (SD) can request content ownership documents which the Content/Rights Owner will provide in a timely manner.
- c) The Satellite Distributor (SD) will then forward the notice to the Infringing Channel with a warning letter asking the Infringing Channel to correct this breach and not to repeat it. The Satellite Distributor (SD) shall immediately provide contacts and other legal details necessary for the Content/Rights Owner to take legal action against the Infringing Channel.
- d) If after three such Infringement Notices either i) The Infringing Channel continues to broadcast such content or ii) The Infringing Channel has not ceased broadcasting, the Content/Rights Owner will issue three further Infringement Notices along with evidence of the rights ownership, which is the certificate from the Egyptian Chamber of Cinema.
- e) If after such evidence is provided and the Content Infringement continues then the Satellite Distributor (SD) will endeavor in good faith to stop such infringements. Moreover, the Coalition members will discuss to determine next steps which may include legal action by the Content/Rights Owner, taking the channel off air temporarily or permanently, or any other steps consistent with the Coalition Charter.
- f) Full details of all infringements should be kept by the relevant parties and the Coalition should be updated on a periodic basis regarding infringements and action.