

## GENERAL TERMS AND CONDITIONS

With the exception of certain reproductions arranged by special agreement, permission must always be obtained beforehand. It will only become effective when all conditions have been fulfilled. A reproduction, for which the royalties were paid but without fulfilling the other conditions, will thus be considered unauthorised. Sabam will then be forced to enforce its rights without prejudice. Reproduction authorisations do not include any exhibition rights.

### MENTION

Must always be mentioned: the name of the artist, the name of the photographer, the title of the work and "© Sabam Belgium (year)". As far as magazines and book publications are concerned, the entries may be broadly specified at the beginning or at the end of the publication, provided that they enable an unambiguous identification of the reproductions (pages, numbers, etc.).

### COPIES AS PROOF

Upon appearance, two copies of the publication containing the reproduction must be sent to Sabam. In the case of exhibitions, an entrance ticket must be sent to Sabam.

### INTUITU PERSONAE NATURE

Each reproduction authorisation is granted personally and may not be transferred to any other person without the express prior consent of Sabam.

### DEADLINE FOR PAYMENT AND DAMAGES

Users have a period of 1 year from the date of authorisation to effectively perform the reproduction. After this period, the authorisation expires and a new request for authorisation must be submitted. For authorisations tied to shorter periods, e.g. Internet, the period for performing the reproduction expires 3 months after the authorisation.

In case of non-payment within the 30-day period, late payment interest amounting to 1% per month commenced shall be due on all outstanding amounts, automatically and without any notice.

Failing to mention the correct entries, failing to pay the royalties and/or in the event of refusal to provide the copies as proof, damages will be due, automatically and without any notice, in addition to the royalties normally due. These damages are determined as follows:

- failing to mention the copyright notice and/or the name of the author, and in case of unauthorised adaptation of the work: an amount equal to the royalties due, with a minimum of €125.00 per work;
- when a work was used without prior written authorisation: double the royalties due, with a minimum of €125.00 per work;
- in the case of recidivism: double the royalties due, with a minimum of €250.00 per work;
- when a work was used using a false name: the triple amount of the royalties due, with a minimum of €250.00 per work.

If a file for judicial recovery must be drawn up:

- in the case of a reproduction without permission from Sabam,
- or in the case of a reproduction without the appropriate required entries,
- or in case of non-payment of the royalties claimed,
- and/or in case of failing to provide the copies as proof,

a sum of 10% of the statement, with a minimum of €250.00, will be charged on account of exceptional administrative costs, without prejudice to the compensation for the authors.

---

All information you provide about yourself is entered into our file Registration and administration of associates for the purpose of copyright management and customer management. The file holder is Sabam CVBA, with its registered office at 1040 Brussels, 75-77 Rue d'Arlon. In accordance with the Law of 8 December 1992, you are entitled to access and correct this information. Additional information regarding these operations can be found in the public register referred to in Art. 18 of the law.