

# Guidelines for online access to funded content

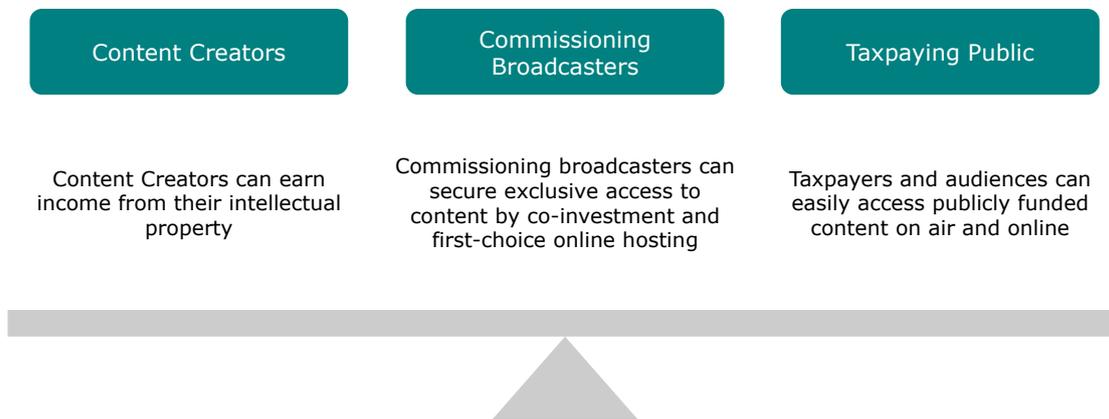


## Background

NZ On Air has now completed a policy review of issues around online access to publicly funded content. In a fast-moving world we have been working to balance three competing and connected rights:

- The rights of the content (IP) creator
- The rights of the commissioning broadcaster
- The rights of the taxpaying public and audience

This can be depicted as follows.



NZ On Air wants funded content to be seen by as many New Zealanders as possible and remain publicly accessible for as long as possible. Public funding is a privilege and ongoing access is important to help demonstrate clear public value in our investments.

We understand and respect the different drivers of our content partners: IP creators need to derive revenue; broadcasters need exclusive content.

NZ On Air's interest is in assisting content to be available online after broadcast for reasonable periods in practical no-cost and low-cost ways.

Between the three of us we share a common goal: to deliver great content to enthusiastic audiences.

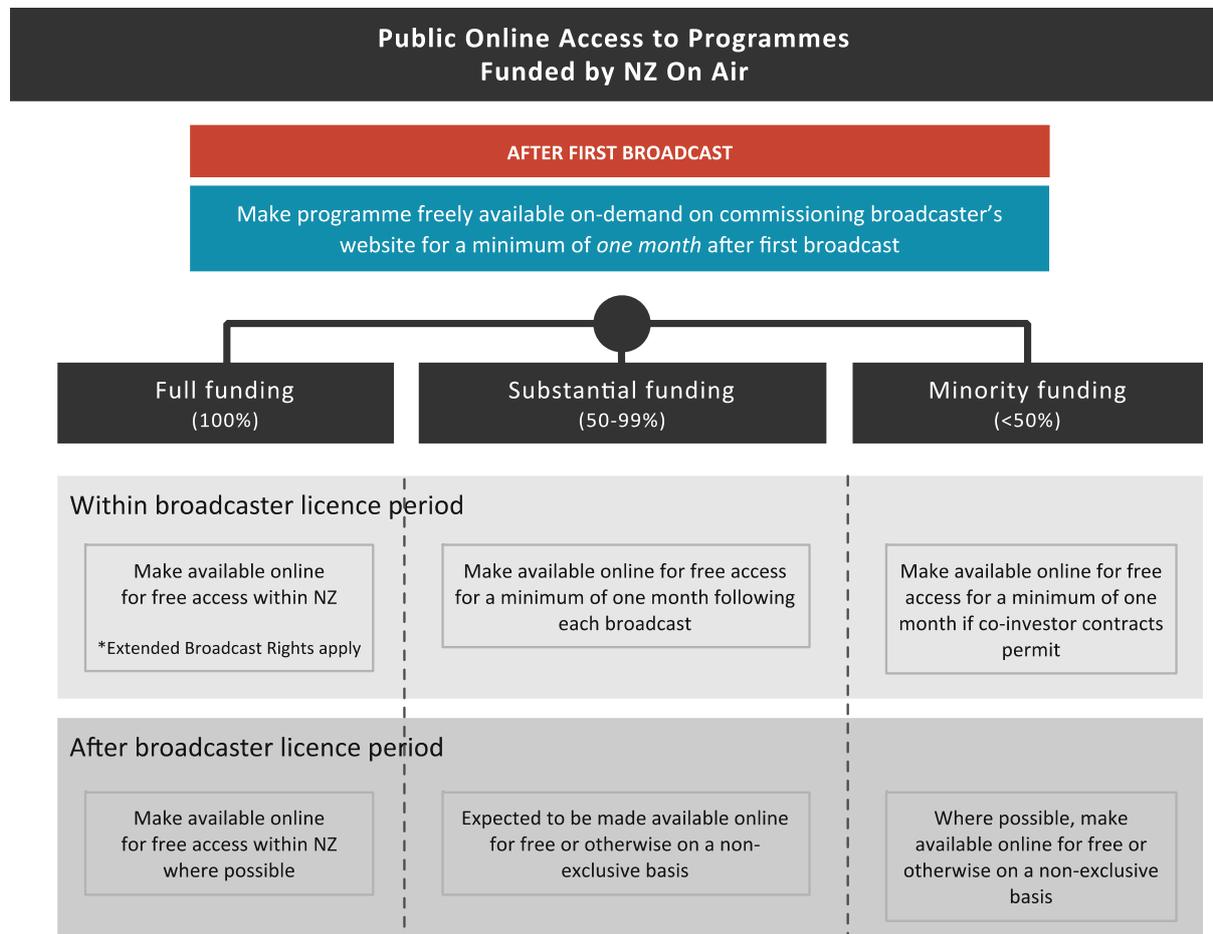
NZ On Air is now setting out expectations for public availability of funded content after first broadcast. In short, we have the highest expectation of online free access for a reasonably lengthy period for fully funded content; and the lowest when we are minority investors.

Free on-demand access for a defined period after broadcast will continue to be mandatory. While we prefer that ongoing online access is free to the public where possible, we acknowledge that subscriber video on demand (SVOD) online platforms in particular are likely to provide a relatively

low-cost access option for audiences (eg. the ‘all you can eat’ model based on unlimited content for a fixed monthly price).

### Guidelines for online access

Our expectations are based on the size of our public investment, both for reasons of fairness and also to recognise the needs of other investors. The framework can be depicted as follows:



- Free-access on-demand availability immediately after first broadcast is required for at least one month for almost all content
  - Examples of the small number of exceptions include complex multi-party investments where NZ On Air is a minority partner, such as feature films, or technical issues such as third party rights clearance problems
  - Longer on-demand periods are encouraged and free on-demand availability for one month is expected around repeat broadcasts within the initial licence period
- Once the initial Broadcast Rights have expired, and secondary commercial distribution opportunities for the programme have been mostly exploited, the Producer will use best endeavours to enable ongoing online public access to the Programme at no or low cost to the audience
  - Non-exclusive video on demand deals (usually after the initial licence period) are acceptable
  - Producers are required to report income to us in the usual way. Through these reports NZ On Air will track sales and usage to assess whether these platforms are being widely used by the audience (and thus are providing a useful online option)

- Recognising the cultural value inherent in accepting public funding, producers will continue to make programmes available to an approved archive. For the same reason at the end of the first licence period (earlier if agreed) the Producer will also offer the programme or reasonable excerpts of the programme to public-good website NZ On Screen on terms and conditions to be agreed by the Producer. For the avoidance of doubt, NZ On Screen is not obliged to take the programme
- In the rare case where an online presence may not be possible, this should be agreed at the time of production contracting.

## Production and funding agreement

Our production and funding agreement has been amended as follows (changes in italics):

**1.4 Definition of “Broadcaster Rights”** means the rights granted by the Producer to the Broadcaster under the Broadcaster Agreement, which shall include the rights to broadcast the Programme to free to air television in New Zealand *and the rights to stream the Programme on free-access video on demand on the Broadcaster website for a minimum period of one month after each transmission.*

**1.9 Definition of “Extended Broadcast Rights”<sup>1</sup>** means the right to:

(a) up to six transmissions by any other free-to-air broadcaster in New Zealand on request, subject to the Producer’s prior written consent, not to be unreasonably withheld or delayed;

(b) unlimited streaming on the nzonscreen.com website *and any other free-access website approved by the Producer*

for a period of 12 months following the first play of the Programme or an episode of the Programme (as applicable) by the Broadcaster in accordance with the Broadcaster Rights.

### 10. Archiving *and* Public Access

10.1 The Producer shall make the Programme available for acquisition into an Approved Archive collection if selected by that Approved Archive. The Approved Archive shall be responsible for meeting all reasonable copying costs. **“Approved Archive”** means *Nga Taonga Sound and Vision* or any other archive approved by NZ On Air for depositing a copy of the Programme.

*10.2 At the expiration of the initial Broadcast Rights the Producer will use best endeavours to enable online public access to the Programme consistent with the original rights, licences, consents and authorities obtained for the production and exploitation of the Programme Rights and Broadcaster Rights.*

*10.3 At the expiration of the initial Broadcast Rights or earlier if agreed the Producer will make the programme or reasonable excerpts of the programme available to NZ On Screen on terms and conditions to be agreed by the Producer.*

NZ On Air may amend these guidelines, from time to time, in response to environmental shifts.

**NZ On Air  
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<sup>1</sup> for 100% funded content only