

STATEMENT OF ROYALTIES TO BE COLLECTED BY RE:SOUND FOR THE PERFORMANCE IN PUBLIC OR THE COMMUNICATION TO THE PUBLIC BY TELECOMMUNICATION, IN CANADA, OF PUBLISHED SOUND RECORDINGS EMBODYING MUSICAL WORKS AND PERFORMERS' PERFORMANCES OF SUCH WORKS FOR THE YEARS 2016 TO 2025

RE:SOUND TARIFF NO. 5.A - RECORDED MUSIC ACCOMPANYING LIVE ENTERTAINMENT (2016-2025)

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.A (2016-2025)*.

Definitions

2. In this tariff,

“admission” includes all persons entitled to attend the event including free admissions;

(« *entrée* »)

“event” means a single performance or show with a start and end time and a single location;

(« *événement* »)

“incidental” means the use of sound recordings at an event for either less than ten per cent (10%) of the length of the event or for less than ten minutes in total duration for the event, excluding intermissions and the entrance and exit of audiences before and after the event

(« *accessoire* »).

“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. (1) This tariff sets the royalties to be paid to Re:Sound, for the performance in public or the communication to the public by telecommunication of published sound recordings embodying musical works and performers' performances of such works as a part of any type of live entertainment event including theatrical, dance, acrobatic arts, integrated arts, contemporary circus arts or other live performances.

- (2) Where this tariff applies to an event, it applies to all uses of sound recordings at the event, whether inside or outside the venue, including sound recordings played during intermissions and during the entrance and exit of the audience, as well as the use of sound recordings as a part of the live entertainment.

- (3) This tariff does not apply to events where sound recordings are not used as a part of the live entertainment and are only played during intermissions or during the entrance and exit of the audience.

(4) This tariff applies in addition to any other applicable Re:Sound tariffs for any uses of sound recordings other than during the event.

Royalties

5. (1) The fee payable per event is:
- (a) where the use of sound recordings is incidental: 0.8¢ per admission for 2016-2019; 1.2¢ per admission for 2020; 1.6¢ per admission for 2021-2022 and 2.2¢ per admission for 2023-2025; and
 - (b) for all other events: 3.2¢ per admission for 2016-2019; 4.8¢ per admission for 2020; 6.4¢ per admission for 2021-2022 and 8.7¢ per admission for 2023-2025

(2) The royalties payable pursuant to subsection (1)(a) are subject to a minimum fee of \$15.00 per event for 2016-2019 and \$20.00 per event for 2020-2025. The royalties payable pursuant to subsection (1)(b) are subject to a minimum fee of \$30.00 per event for 2016-2019 and \$40.00 per event for 2020-2025. Where royalties are paid for multiple events on an annual basis pursuant to subsection 6(2), they are subject to an annual minimum fee of \$50.00 for 2016-2019 and \$60.00 for 2020-2025 instead of a minimum fee per event. For the purposes of calculating the minimum fee payable, an event may include multiple performances, performers and locations included within the same admission.

Reporting Requirements

6. (1) In the case of a single event, a person subject to this tariff shall file with Re:Sound by no later than thirty (30) days after the event, the fee for that event together with a report of the name and location of the event and the number of admissions. If the number of admissions is not tracked, a good faith and reasonable estimate shall be provided. Where royalties are payable pursuant to subsection 5(1)(a), the report shall include the duration of use of sound recordings at the event in minutes, and the duration of use of sound recordings as a percentage of the total length of the event, excluding intermissions and the entrance and exit of audiences before and after the event.

(2) In the case of multiple events within a year held by a single venue or presenting company, the venue or company shall file with Re:Sound by January 31 of the following year, the fee for all events within the year and report the name and location of each event, the number of admissions per event, and whether the royalties are calculated pursuant to either subsection 5(1)(a) or 5(1)(b). If the number of admissions is not tracked, a good faith and reasonable estimate shall be provided. Where royalties are payable pursuant to subsection 5(1)(a), the report shall include for each event, the duration of use of sound recordings at the event in minutes, and the duration of use of sound recordings as a percentage of the total length of the event, excluding intermissions and the entrance and exit of audiences before and after the event.

(3) Where the total royalties payable for a year under (2) exceed \$500, payments and reporting for the rest of that year and for the following year shall be made on a quarterly basis.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.
- (2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.
- (3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.
- (4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.
- (2) Information received pursuant to this tariff may be shared:
 - (a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;
 - (b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;
 - (c) with the Copyright Board;
 - (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
 - (e) to the extent required to effect the distribution of royalties; or
 - (f) if required by law.
- (3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.
- (4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.

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WORKS FOR THE YEARS 2016 TO 2025

**RE:SOUND TARIFF NO. 5.B - RECEPTIONS, CONVENTIONS, ASSEMBLIES AND
FASHION SHOWS (2016-2025)**

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.B (2016-2025)*.

Definitions

2. In this tariff,
“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. This tariff sets the royalties to be paid to Re:Sound, for the performance in public or the communication to the public by telecommunication of published sound recordings embodying musical works and performers' performances of such works as a part of events at receptions (including weddings), conventions, video game events, assemblies and fashions shows.

Royalties

5. The fee payable for each event, or for each day on which a fashion show is held, is as follows:

(a) for the years 2016-2019:

Room capacity (seating and standing)	Fee per event without dancing	Fee per event with dancing
1-100	\$9.25	\$18.51
101-300	\$13.30	\$26.63
301-500	\$27.76	\$55.52
Over 500	\$39.33	\$78.66

(b) for the year 2020:

Room capacity (seating and standing)	Fee per event without dancing	Fee per event with dancing
1-100	\$14.91	\$29.82
101-300	\$21.43	\$42.91
301-500	\$44.73	\$89.45
Over 500	\$63.37	\$126.73

(c) for the years 2021-2022:

Room capacity (seating and standing)	Fee per event without dancing	Fee per event with dancing
1-100	\$20.56	\$41.13
101-300	\$29.56	\$59.18
301-500	\$61.69	\$123.38
Over 500	\$87.40	\$174.80

(d) for the years 2023-2025:

Room capacity (seating and standing)	Fee per event without dancing	Fee per event with dancing
1-100	\$29.89	\$59.80
101-300	\$42.98	\$86.05
301-500	\$89.70	\$179.39
Over 500	\$127.08	\$254.16

Reporting Requirements

6. No later than 30 days after the end of each quarter, an establishment subject to the tariff shall file with Re:Sound the payment for all events within that quarter and a report for that quarter including:

- (a) The actual number of events with and without dancing and the number of days on which a fashion show was held; and
- (b) The room capacity (seating and standing) authorized under the establishment's liquor licence or any other document issued by a competent authority for this type of establishment.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.
- (2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.
- (3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.
- (4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.
- (2) Information received pursuant to this tariff may be shared:
 - (a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;
 - (b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;
 - (c) with the Copyright Board;
 - (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
 - (e) to the extent required to effect the distribution of royalties; or
 - (f) if required by law.
- (3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.
- (4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.

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RE:SOUND TARIFF NO. 5.D - FESTIVALS, EXHIBITIONS AND FAIRS (2016-2025)

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.D (2016-2025)*.

Definitions

2. In this tariff,

“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. (1) This tariff sets the royalties to be paid to Re:Sound, for the performance in public or the communication to the public by telecommunication of published sound recordings embodying musical works and performers' performances of such works at a festival, exhibition or fair.

(2) This tariff applies to all uses of sound recordings at a festival, exhibition or fair. An event that is subject to Tariff 5.D is not subject to any other Re:Sound tariff for that event.

Royalties

5. The fees payable are calculated as follows, based on the average daily attendance (excluding exhibitors and staff and including attendance at any concerts or other separately-ticketed events held as part of the festival, exhibition or fair):

(a) for the years 2016-2019:

Average Daily Attendance	Fee Payable per Day
Up to 5,000 persons	\$8.00
5,001 to 7,000 persons	\$14.00
7,001 to 10,000 persons	\$20.00
10,001 to 15,000 persons	\$32.00
15,001 to 20,000 persons	\$42.00
20,001 to 30,000 persons	\$60.00

30,001 to 40,000 persons	\$84.00
40,001 to 50,000 persons	\$108.00
50,001 to 75,000 persons	\$150.00
75,001 to 100,000 persons	\$210.00
100,001 to 150,000 persons	\$300.00
150,001 to 200,000 persons	\$420.00
Over 200,000 persons	\$600.00

(b) for the year 2020:

Average Daily Attendance	Fee Payable per Day
Up to 5,000 persons	\$12.00
5,001 to 7,000 persons	\$21.00
7,001 to 10,000 persons	\$30.00
10,001 to 15,000 persons	\$48.00
15,001 to 20,000 persons	\$63.00
20,001 to 30,000 persons	\$90.00
30,001 to 40,000 persons	\$126.00
40,001 to 50,000 persons	\$162.00
50,001 to 75,000 persons	\$225.00
75,001 to 100,000 persons	\$315.00
100,001 to 150,000 persons	\$450.00
150,001 to 200,000 persons	\$630.00
Over 200,000 persons	\$900.00

(c) for the years 2021-2022:

Average Daily Attendance	Fee Payable per Day
Up to 5,000 persons	\$16.00
5,001 to 7,000 persons	\$28.00
7,001 to 10,000 persons	\$40.00
10,001 to 15,000 persons	\$64.00
15,001 to 20,000 persons	\$84.00
20,001 to 30,000 persons	\$120.00
30,001 to 40,000 persons	\$168.00
40,001 to 50,000 persons	\$216.00
50,001 to 75,000 persons	\$300.00

75,001 to 100,000 persons	\$420.00
100,001 to 150,000 persons	\$600.00
150,001 to 200,000 persons	\$840.00
Over 200,000 persons	\$1,200.00

(d) for the years 2023-2025:

Average Daily Attendance	Fee Payable per Day
Up to 5,000 persons	\$19.00
5,001 to 7,000 persons	\$34.00
7,001 to 10,000 persons	\$48.00
10,001 to 15,000 persons	\$77.00
15,001 to 20,000 persons	\$101.00
20,001 to 30,000 persons	\$145.00
30,001 to 40,000 persons	\$203.00
40,001 to 50,000 persons	\$261.00
50,001 to 75,000 persons	\$362.00
75,001 to 100,000 persons	\$507.00
100,001 to 150,000 persons	\$724.00
150,001 to 200,000 persons	\$1,014.00
Over 200,000 persons	\$1,448.00

Reporting Requirements

6. (1) In the case of a festival, exhibition or fair that is scheduled yearly, the fee shall be paid on the actual attendance figures in the preceding year, on or before January 31 of the year in which the festival, exhibition or fair is held. A person subject to this tariff shall submit with the fee the figures for actual attendance for the previous year and the duration, in days, of the festival, exhibition or fair.

(2) In all other cases, a person subject to this tariff shall, within 30 days of a festival's, exhibition's or fair's closing, report its attendance and duration, in days, and submit the fee based on those figures.

(3) Where the reported attendance includes attendance at separately ticketed events held as part of the festival, exhibition or fair, a person subject to this tariff shall report the total attendance and provide a breakdown of the attendance at each separately ticketed event.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.

(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.

(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.

(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.

(2) Information received pursuant to this tariff may be shared:

- (a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;
- (b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;
- (c) with the Copyright Board;
- (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
- (e) to the extent required to effect the distribution of royalties; or
- (f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.

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**RE:SOUND TARIFF NO. 5.E - CIRCUSES, ICE SHOWS, FIREWORKS DISPLAYS,
SOUND AND LIGHT SHOWS AND SIMILAR EVENTS (2016-2025)**

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.E (2016-2025)*.

Definitions

2. In this tariff,
“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. (1) This tariff sets the royalties to be paid to Re:Sound, for the benefit of performers and makers, for the performance in public or the communication to the public by telecommunication of published sound recordings of musical works and performers' performances of such works at circuses, ice shows, fireworks displays, sound and light shows and similar events.

(2) This tariff applies to all use of sound recordings at the event, whether inside or outside of the venue, and whether such sound recordings are played during the event itself, during intermissions, or during the entrance and exit of the audience.

Royalties

5. (1) The fee payable per event for the years 2016-2019 is 0.8 per cent of gross receipts from ticket sales, exclusive of all taxes, including but not limited to sales and amusement taxes, service charges, convenience fees and delivery fees on ticket sales that are charged to the ticket purchaser in addition to the face value ticket price, subject to a minimum fee of \$61.85 per event..

(2) The fee payable per event for the year 2020 is 1.12% per cent of gross receipts from ticket sales, exclusive of all taxes, including but not limited to sales and amusement taxes, service charges, convenience fees and delivery fees on ticket sales that are charged to the ticket purchaser in addition to the face value ticket price, subject to a minimum fee of \$61.85 per event.

(3) The fee payable per event for the years 2021-2022 is 1.44% per cent of gross receipts from ticket sales, exclusive of all taxes, including but not limited to sales and amusement taxes,

service charges, convenience fees and delivery fees on ticket sales that are charged to the ticket purchaser in addition to the face value ticket price, subject to a minimum fee of \$61.85 per event.

(4) The fee payable per event for the years 2023-2025 is 1.44% per cent of gross receipts from ticket sales, exclusive of all taxes, including but not limited to sales and amusement taxes, service charges, convenience fees and delivery fees on ticket sales that are charged to the ticket purchaser in addition to the face value ticket price, subject to a minimum fee of \$74.65 per event.

(5) Where no admission fee is charged for the event, the minimum fee applies.

Reporting Requirements

6. (1) In the case of a single event, a person subject to this tariff shall file with Re:Sound the fee for that event together with a report of its gross receipts, no later than thirty (30) days after the event.

(2) In the case of multiple events within a year, a person subject to this tariff shall file with Re:Sound the fee for all events within the year and report the gross receipts for each event by January 31 of the following year.

(3) Where the total royalties payable for a year under (2) exceed \$500, payments and reporting for the rest of that year and for the following year shall be made on a quarterly basis.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.

(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.

(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.

(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.

(2) Information received pursuant to this tariff may be shared:

(a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;

(b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;

- (c) with the Copyright Board;
- (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
- (e) to the extent required to effect the distribution of royalties; or
- (f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.

STATEMENT OF ROYALTIES TO BE COLLECTED BY RE:SOUND FOR THE PERFORMANCE IN PUBLIC OR THE COMMUNICATION TO THE PUBLIC BY TELECOMMUNICATION, IN CANADA, OF PUBLISHED SOUND RECORDINGS EMBODYING MUSICAL WORKS AND PERFORMERS' PERFORMANCES OF SUCH WORKS FOR THE YEARS 2016 TO 2025

RE:SOUND TARIFF NO. 5.F - PARADES (2016-2025)

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.F (2016-2025)*.

Definitions

2. In this tariff,
“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. This tariff sets the royalties to be paid to Re:Sound, for the performance in public or the communication to the public by telecommunication of published sound recordings embodying musical works and performers' performances of such works (“recorded music”) by floats participating in parades.

Royalties

5. The fee payable is as follows:
 - (a) for the years 2016-2019: \$4.39 for each float with recorded music participating in the parade, subject to a minimum fee of \$32.55 per day;
 - (b) for the year 2020: \$6.59 for each float with recorded music participating in the parade, subject to a minimum fee of \$32.55 per day;
 - (c) for the years 2021-2022: \$8.78 for each float with recorded music participating in the parade, subject to a minimum fee of \$32.55 per day;
 - (d) for the years 2023-2025: \$12.77 for each float with recorded music participating in the parade, subject to a minimum fee of \$47.33 per day.

Reporting Requirements

6. (1) In the case of a single event, a person subject to this tariff shall file with Re:Sound the fee for that event together with a report of the name and location of the parade and the number of floats with recorded music participating in the parade, no later than 30 days after the event.

(2) In the case of multiple events within a year, a person subject to this tariff shall file with Re:Sound the fee for all events within the year and report the number of parades and the name, location and number of floats with recorded music for each parade by January 31 of the following year.

(3) Where the total royalties payable for a year under (2) exceed \$500, payments and reporting for the rest of that year and for the following year shall be made on a quarterly basis.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.

(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.

(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.

(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.

(2) Information received pursuant to this tariff may be shared:

- (a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;
- (b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;
- (c) with the Copyright Board;
- (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
- (e) to the extent required to effect the distribution of royalties; or
- (f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.

STATEMENT OF ROYALTIES TO BE COLLECTED BY RE:SOUND FOR THE PERFORMANCE IN PUBLIC OR THE COMMUNICATION TO THE PUBLIC BY TELECOMMUNICATION, IN CANADA, OF PUBLISHED SOUND RECORDINGS EMBODYING MUSICAL WORKS AND PERFORMERS' PERFORMANCES OF SUCH WORKS FOR THE YEARS 2016 TO 2025

**RE:SOUND TARIFF NO. 5.G - PARKS, STREETS AND OTHER PUBLIC AREAS
(2016-2025)**

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.G (2016-2025)*.

Definitions

2. In this tariff,
“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. This tariff sets the royalties to be paid to Re:Sound, for the performance in public or the communication to the public by telecommunication of published sound recordings embodying musical works and performers' performances of such works in parks, streets or other public areas.

Royalties

5. (1) The fee payable is as follows:
 - (a) for the years 2016-2019: \$16.28 for each day on which sound recordings are performed, up to a maximum fee of \$111.47 in any three-month period;
 - (b) for the year 2020: \$24.42 for each day on which sound recordings are performed, up to a maximum fee of \$167.21 in any three-month period;
 - (c) for the years 2021-2022: \$32.56 for each day on which sound recordings are performed, up to a maximum fee of \$222.94 in any three-month period;
 - (d) for the years 2023-2025: \$47.34 for each day on which sound recordings are performed, up to a maximum fee of \$324.15 in any three-month period;
- (2) If an event takes place in multiple locations, the fee payable under (1) applies to each location in which sound recordings are performed.

Reporting Requirements

6. (1) In the case of a single event, a person subject to this tariff shall file with Re:Sound the fee for that event together with a report of the date, location and name of the event, no later than 30 days after the event.

(2) In the case of multiple events within a year, a person subject to this tariff shall file with Re:Sound the fee for all events within the year and report the date, location and name of the event for each event by January 31 of the following year.

(3) Where the total royalties payable for a year under (2) exceed \$500, payments and reporting for the rest of that year and for the following year shall be made on a quarterly basis.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.

(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.

(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.

(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.

(2) Information received pursuant to this tariff may be shared:

- (a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;
- (b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;
- (c) with the Copyright Board;
- (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
- (e) to the extent required to effect the distribution of royalties; or
- (f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.

STATEMENT OF ROYALTIES TO BE COLLECTED BY RE:SOUND FOR THE
PERFORMANCE IN PUBLIC OR THE COMMUNICATION TO THE PUBLIC BY
TELECOMMUNICATION, IN CANADA, OF PUBLISHED SOUND RECORDINGS
EMBODYING MUSICAL WORKS AND PERFORMERS' PERFORMANCES OF SUCH
WORKS FOR THE YEARS 2016 TO 2025

RE:SOUND TARIFF NO. 5.I - COMEDY AND MAGIC SHOWS (2016-2025)

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.I (2016-2025)*.

Definitions

2. In this tariff,
“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. (1) This tariff sets the royalties to be paid to Re:Sound, for the benefit of performers and makers, for the performance in public or the communication to the public by telecommunication of published sound recordings of musical works and performers' performances of such works at events where the primary focus is on comedians or magicians and the use of sound recordings is incidental.

(2) This tariff applies to all incidental use of sound recordings at the event whether inside or outside of the venue, and whether such sound recordings are played during the event itself, during intermissions, or during the entrance and exit of the audience.

Royalties

5. The fee payable per event is \$14.64 for the years 2016-2019, \$23.79 for the year 2020, \$32.94 for the years 2021-2022, and \$39.76 for the years 2023-2025.

Reporting Requirements

6. (1) In the case of a single event, a person subject to this tariff shall file with Re:Sound by no later than thirty (30) days after the event, the fee for that event together with a report of the date, name and location of the event.

(2) In the case of multiple events within a year, a person subject to this tariff shall file with Re:Sound by January 31 of the following year, the fee for all events within the year and report the date, name and location of each event.

(3) Where the total royalties payable for a year under (2) exceed \$500, payments and reporting for the rest of that year and for the following year shall be made on a quarterly basis.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.

(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.

(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.

(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.

(2) Information received pursuant to this tariff may be shared:

- (a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;
- (b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;
- (c) with the Copyright Board;
- (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
- (e) to the extent required to effect the distribution of royalties; or
- (f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.

STATEMENT OF ROYALTIES TO BE COLLECTED BY RE:SOUND FOR THE PERFORMANCE IN PUBLIC OR THE COMMUNICATION TO THE PUBLIC BY TELECOMMUNICATION, IN CANADA, OF PUBLISHED SOUND RECORDINGS EMBODYING MUSICAL WORKS AND PERFORMERS' PERFORMANCES OF SUCH WORKS FOR THE YEARS 2016 TO 2025

RE:SOUND TARIFF NO. 5.J – CONCERTS (2016-2025)

Short title

1. This tariff may be cited as *Re:Sound Tariff No. 5.J (2016-2025)*.

Definitions

2. In this tariff,

“Capacity” means the maximum number of persons that can attend an event (seating and standing) based on the number of tickets that can be issued for the event (both free and paid) as reported in the event’s ticket manifest or other relevant document. Where no ticket manifest or other relevant document exists, capacity shall be determined as the maximum number of persons that can occupy the venue or attend the particular event, if and as applicable, as set by the venue’s liquor licence, or if a liquor licence has not been issued, any other document issued by a competent authority. In the case of an event for which capacity cannot be determined by any of the foregoing methods, such as a free, un-ticketed outdoor concert, the capacity is the total number of persons in attendance at the event, or if the number of attendees is not tracked, a good faith and reasonable estimate of the total number of persons in attendance at the event. (« *capacité* »)

“year” (« *année* ») means a calendar year.

Taxes

3. All royalties payable under this tariff are exclusive of any federal, provincial or other governmental taxes or levies of any kind.

Application

4. (1) This tariff sets the royalties to be paid to Re:Sound, for the benefit of performers and makers, for the performance in public or the communication to the public by telecommunication of published sound recordings of musical works and performers’ performances of such works during the entrance and exit of audiences and during breaks in live performances at live music concerts.

- (2) This tariff does not apply to any use of sound recordings as part of the live performance.

Royalties

5. The fee payable per event multiplied by the capacity is:

- (a) 0.1558¢ for the years 2016-2019;

(b) 0.2337¢ for the year 2020;

(c) 0.3116¢ for the years 2021-2022; and

(d) 0.3761¢ for the years 2023-2025

subject to a minimum fee of \$15.00 per event and \$35.00 per year for the years 2016-2019, and a minimum fee of \$20.00 per event and \$60.00 per year for the years 2020-2025.

Reporting Requirements

6. (1) In the case of a single event, a person subject to this tariff shall file with Re:Sound by no later than thirty (30) days after the event, the fee for that event together with a report of the name and location of the event and the capacity, as well as the applicable supporting documentation for the reported capacity.

(2) In the case of multiple events within a year, a person subject to this tariff shall file with Re:Sound by January 31 of the following year, the fee for all events within the year and report the name, location and capacity for each event, as well as the applicable supporting documentation for the reported capacity.

(3) Where the total royalties payable for a year under (2) exceed \$500, payments and reporting for the rest of that year and for the following year shall be made on a quarterly basis.

Accounts and Records

7. (1) A person subject to the tariff shall keep and preserve, for a period of six (6) years after the end of the year to which they relate, records from which that person's payment under this tariff can be readily ascertained.

(2) Re:Sound may audit these records at any time during the period set out in subsection (1), on reasonable notice and during normal business hours.

(3) Re:Sound shall, upon receipt, supply a copy of the report of the audit to the person that was the subject of the audit.

(4) If the audit discloses that the royalties owed to Re:Sound for the applicable reporting period have been understated by more than ten per cent (10%), the subject of the audit shall pay the amount of the understatement and the reasonable costs of the audit within thirty (30) days of the demand for such payment.

Confidentiality

8. (1) Subject to subsections (2) to (4), information received pursuant to this tariff shall be treated in confidence, unless the person who supplied the information consents in writing to the information being treated otherwise.

(2) Information received pursuant to this tariff may be shared:

(a) With Re:Sound's agents and service providers, to the extent required by the service providers for the service they are contracted to provide;

- (b) in connection with the collection of royalties or the enforcement of a tariff, with SOCAN;
- (c) with the Copyright Board;
- (d) in connection with proceedings before the Copyright Board, if it is protected by a confidentiality order;
- (e) to the extent required to effect the distribution of royalties; or
- (f) if required by law.

(3) Where confidential information is shared with a service provider pursuant to paragraph 2(a), that service provider shall sign a confidentiality agreement.

(4) Subsection (1) does not apply to information that is publicly available, to aggregated information, or to information obtained from someone other than the person subject to this tariff who supplied the information and who is not under an apparent duty of confidentiality to that person with respect to the supplied information.

Adjustments

9. Adjustments in the amount of royalties owed (including excess payments), as a result of the discovery of an error or otherwise, shall be made on the date the next royalty payment is due. Excess payments are not subject to interest.

Interest on Late Payments

10. Any amount not received by the due date shall bear interest from that date until the date the amount is received. Interest shall be calculated daily, at a rate equal to one per cent above the Bank Rate effective on the last day of the previous month (as published by the Bank of Canada). Interest shall not compound.

Addresses for Notices, etc.

11. (1) Anything addressed to Re:Sound shall be sent to 1235 Bay Street, Suite 900, Toronto, Ontario M5R 3K4, email: licensing@resound.ca, or to any other address or email address of which the sender has been notified in writing.

(2) Anything addressed to a person subject to this tariff shall be sent to the last address or email address provided by that person to Re:Sound in writing.

Delivery of Notices and Payments

12. (1) A document mailed in Canada shall be presumed to have been received four (4) business days after the day it was mailed.

(2) A document sent by facsimile or email shall be presumed to have been received the day it was transmitted.