



THE RAP FUND: Artist registration form

Postal address: Private Bag 78850, Grey Lynn, Auckland 1245

Registered office:

Level 1, 2a Hakanoa Street, Grey Lynn, Auckland 1021

Freephone: 0800 88 PPNZ (0800 88 77 69)

Phone: (09) 360 5085 Email: dean@ppnz.co.nz

This must be completed by the recording artist/s registering. Details may be submitted by an authorised third party (for example, a manager).

PLEASE NOTE: PPNZ's distributions are made annually and it does not retain funds prior to any current distribution, (i.e. we cannot pay retrospectively).

RECORDING ARTIST/GROUP NAME: _____

NAME OF NOMINATED CLAIMANT: _____

NB: this is the person/entity that will receive the payments from PPNZ and will be responsible for onward payment to the applicable performer/s.

CONTACT PERSON: _____

POSTAL ADDRESS: _____

PHONE: (0__) _____ **MOBILE:** 02 _____ **EMAIL:** _____

- Please tick if you **do not** want to receive PPNZ newsletters via the email address supplied above.
- If you have other band members or other associates who would like to receive PPNZ's newsletters, please email their name and email address to dean@ppnz.co.nz

BANK ACCOUNT DETAILS FOR PAYMENTS:

□□ □□□□ □□□□□□□□ □□□□

GST number (if applicable):

□□ □□□□ □□□□

1. Are you a New Zealand citizen/permanent resident? YES NO
2. Are you the master right owner? YES NO

Note: When we refer to 'master right owner' we mean the producer who has the right to grant a licence for PPNZ to act on the producer's behalf in respect of communication, public performance and reproduction rights.

3. If you answered **NO**, what is the name of the record label, person or entity that does control the master right?

NAME: _____

ADDRESS: _____

EMAIL: _____ **PHONE:** (0__) _____

I have read the terms and conditions of registration attached and I warrant that the above information is true and correct. I acknowledge that whilst PPNZ will use its best endeavours to determine the applicable distribution, the artist share can only be calculated on the basis of the provision of the correct and complete information.

NAME: _____

SIGNATURE: _____

DATE: _____





THE RAP FUND: Track registration form

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Registered office:

Level 1, 2a Hakanoa Street, Grey Lynn, Auckland 1021

Freephone: 0800 88 PPNZ (0800 88 77 69)

Phone: (09) 360 5085 Email: dean@ppnz.co.nz

One of these forms must be completed for every recording/video for which you are claiming rights under this distribution scheme. If you are registering multiple products (for example an album and a video) please fill out a separate form for each different product.

RECORDING ARTIST NAME: _____

CONFIGURATION: Album Single Video

DISTRIBUTOR: _____

AGREEMENT TYPE: Exclusive Agreement Non-Exclusive Agreement Distribution Agreement

NAME (in the case of an album, EP or DVD) _____

TRACK DETAILS	ISRC CODE (if known)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____
18. _____	_____
19. _____	_____
20. _____	_____

I have read the terms and conditions of registration attached and warrant that the above information is true and correct. I acknowledge that whilst PPNZ will use its best endeavours to determine the applicable distribution, the artist share can only be calculated on the basis of the provision of the correct and complete information.

NAME: _____

SIGNATURE: _____

DATE: _____

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions:

Distribution Period means the period in each year that PPNZ has completed the analysis of data from the preceding Financial Year and is in a position to distribute payments due to Registered Artists.

Distribution Policy means PPNZ's policy for the calculation, allocation and payment of Distributions, as approved and varied from time to time by PPNZ and published on its website www.ppnz.co.nz.

Financial Year means the period from 1 January to 31 December.

Producers means the person or entity that owns or controls the master rights in any sound recording or music videos.

Registered Artist means the party named on the artist registration form and includes, without limitation, both solo recording artists and groups of recording artists.

1.2 In this agreement, the following rules of interpretation apply:

- the singular includes the plural and vice versa; and
- where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- the words 'such as' and 'including' and similar expressions are not used as, and are not intended to be interpreted as, words of limitation; and

a reference to:

- a person includes a natural person, partnership, joint venture, Government agency, association, corporation or other body corporate; and
- any legislation is a reference to that legislation as amended, consolidated or replaced.

2. CALCULABLE PERIOD FOR DISTRIBUTION

2.1 The period for calculating any distribution of payments due to a Registered Artist is in each Financial Year.

3. DISTRIBUTION OF PAYMENTS

3.1 Distribution of payments are made once per year for the Financial Year immediately prior to the Distribution Period.

3.2 PPNZ will make every effort to distribute payments as soon as possible following a Financial Year, however, the Registered Artist accepts and acknowledges that due to variable elements from year to year (such as the timing of funds received by PPNZ) a set date for distribution of payments cannot be specified.

3.3 Notwithstanding clause 3.2 above, PPNZ will give the Registered Artist advance notice of when the Distribution Period will occur in each year.

4. NO RETROSPECTIVE PAYMENTS

4.1 The Registered Artist will not be entitled to any retrospective payments prior to the first Distribution Period that they became eligible for (being the date of application notwithstanding PPNZ's acceptance of that application).

5. NEW ZEALAND CITIZEN

5.1 PPNZ will only distribute payments to New Zealand citizens or permanent residents. PPNZ reserves the right to request proof of citizenship or residency if required.

6. DECISIONS BINDING

6.1 The Registered Artist acknowledges and agrees that all decisions made by PPNZ regarding the operation of the Recording Artists and Producers Fund (**RAP Fund**) shall be final and binding on him, her or them.

7. PAYMENT

7.1 PPNZ has the absolute right to determine the minimum payment to be made from the RAP Fund.

7.2 Where a Registered Artist is licensed or otherwise contracted to a Producer, payment can only be made to that Registered Artist if the Producer is also registered with PPNZ.

7.3 If in the event PPNZ makes any overpayments of distributions, for whatever reason, it reserves the right to recover these payments at any time by requesting return of monies or by deducting monies from future PPNZ distributions.

8. INDEMNITY

8.1 You represent and warrant to PPNZ on an ongoing basis that:

- (i) you are the Registered Artist; or
- (ii) you have been duly authorised by the Registered Artist to act on their behalf; and
- (iii) you are not infringing the copyright or other rights of any person.

8.2 You indemnify, defend and hold harmless PPNZ and the Producers, and their respective directors, officers, employees, agents and contractors (each an **Indemnified Person**), from and against any direct or indirect claims, demands, actions, proceedings, damages (including additional, exemplary or punitive damages), liabilities, penalties, costs and expenses (including legal fees on a solicitor-client basis) which may be suffered or incurred by an Indemnified Person in connection with any claim.

9. GROUPS

9.1 In the case of a group, each group shall nominate a member of the group to act as the "Nominated Claimant". This person will be responsible for collection of any moneys from the RAP Fund on behalf of the group and subsequent re-distribution of moneys to other group members. Payment to the Nominated Claimant will be a full and absolute discharge of any claim by that group in relation to the RAP Fund and neither PPNZ nor the Producers shall have any obligation whatsoever to monitor or ensure the distribution of moneys by the Nominated Claimant to the other members of the group.

10. DISPUTES

10.1 If any dispute shall arise between PPNZ and the Registered Artist concerning the construction of this agreement or any aspect of their respective obligations or rights under this agreement, that dispute will be subject to the disputes process and procedures of PPNZ as set out on www.ppnz.co.nz and as updated as appropriate from time to time.

11. SUPPLY OF INFORMATION

11.1 You will notify PPNZ within 28 days of any change to the particulars given on the artist and/or track registration forms.

12. TERMINATION

12.1 If you wish to terminate your registration you must do so in writing. If there are at least 90 days left in the Financial Year at the time the other party receives the notice, the termination will take effect at the end of that Financial Year. The termination will otherwise take effect at the end of the next Financial Year. PPNZ will continue to account to you after the termination date for any payments that are duly payable to you in accordance with the Distribution Policy.

13. NOTICES

13.1 A notice under these terms and conditions must be in writing and may be given to a party by:

- delivering it to the address of the party;
- sending it by pre-paid post to the address of the party;
- sending it by facsimile to the facsimile number of the party; or
- by electronic communication; and
- the notice will be deemed to have been received by the party on receipt.

14. PRIVACY NOTICE

14.1 The information you are providing may be personal information under the Privacy Act 1993. Information collected is only for the business purposes of PPNZ and will not be disclosed to any third parties except in accordance with the privacy policy of PPNZ. The privacy policy can be obtained from PPNZ on its website at ppnz.co.nz.