

COMMONWEALTH OF AUSTRALIA

*Copyright Act 1968*

IN THE COPYRIGHT TRIBUNAL OF AUSTRALIA  
FILE NO. CT 2 OF 2022

FREE TV AUSTRALIA LIMITED (ACN 101 842 184)  
Applicant

PHONOGRAPHIC PERFORMANCE COMPANY OF  
AUSTRALIA LIMITED (ACN 000 680 704)  
Respondent

ORDER

TRIBUNAL: PERRAM J (President)  
DATE: 13 OCTOBER 2023  
WHERE MADE: SYDNEY



BY CONSENT, THE TRIBUNAL ORDERS THAT:

- 1 Pursuant to s 167(3) of the *Copyright Act 1968*, except with respect to any documents with respect to which any application has been made in accordance with order 3, on or before 14 days after the date of this order, the Respondent (**PPCA**), produce to the Tribunal and the solicitors for the Applicant (**Free TV**), in electronic form if available, the documents in Schedule A to these orders.
- 2 Within 1 business day of the date of this order (or as soon as possible thereafter as is practicable), PPCA serve a copy of these orders, and a copy of the orders made by Thawley J (Deputy President) on 28 March 2023, concerning the confidentiality regime, on any third party whose confidential information may be produced to the Tribunal as a result of order 1, unless that party has already consented to that production.
- 3 Any person that wishes to be heard in respect of orders 1 and 2 has liberty to apply to the Associate to Perram J, by email copied to the solicitors for PPCA, on 24 hours' notice. PPCA must promptly notify the solicitors for Free TV of any application pursuant to this order.

Date that entry is stamped: 17 October 2023



A handwritten signature in blue ink, appearing to read "Nye Perram", is written over a horizontal dotted line.

The Hon Justice Nye Perram, President

**Annexure 'A'**  
**List of documents for production**

**A. Documents required to be produced**

1. All documents from the period 1 January 2010 to date comprising PPCA's licence agreements with:
  - (a) [REDACTED]
  - (b) [REDACTED]
2. In respect of the licence agreements in paragraph 1 above, all documents from the period 1 January 2010 to date recording the revenue or Service Data of the service covered by the licence agreement.

**B. Interpretation**

For the purposes of this annexure:

1. no category limits the ambit of any other category;
2. a word importing the singular includes the plural (and vice versa);
3. "includes" in any form, is not a word of limitation;
4. a reference to a "licence" includes a sub-licence; and
5. a licence agreement includes:
  - (a) all licence agreements that were operative from time to time during the time period specified;
  - (b) all documents recording any amendments to such agreements made from time to time during the time period specified;
  - (c) all appendices or other relevant documents attached to such licence agreements;
  - (d) all licence agreements that involve more than one service if a service provided by a relevant service provider is not licensed on a standalone basis; and
  - (e) where no formal licence agreement is documented, all documents that record the basis upon which the licensee is paying fees.

**C. Definitions**

In this annexure:

**Document** means any record of information, and includes anything on which there is writing.

**Service Data** means:

- (a) data about the number of subscribers of a service;
- (b) data about total viewer hours of a service; and
- (c) data about the usage of music on a service, including data about the historical or expected time duration of music communicated to users of a service.