



State Theatre - An Agency of the Department of Sport, Arts and Culture

## [Annexure A - Intellectual Property and Production Rights Policy]

### The South African State Theatre TV Platform Intellectual Property and Content Use Policy (Published on the Official SAST TV Platform)

(Version 2, 20240217/sa)

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## 1. DEFINITIONS

- 1.1. "Copyright" refers to the South African Copyright Act (98 of 1978), as amended.
- 1.2. "Intellectual Property (IP)" includes patents, designs, works of copyright (including software and literary works), trademarks, brands, logos, proprietary information, know-how, trade secrets, databases, goodwill and domain names.
- 1.3. "Monetised video content" refers to SAST's video content accessed through subscription or on demand payment that is published on SAST's Official TV Platform.
- 1.4. "Publicly available content" refers to SAST's video content that is published freely on any media platform.
- 1.5. "SAST" refers to the Renaissance Theatre, trading as The South African State Theatre, a cultural institution in terms of the provisions of section 3(1) of the Cultural Institutions Act, 1998, also a Schedule 3A Public entity under the Public Finance Management Act, 1999, who is herein the Rights holder.
- 1.6. "Trade Marks Act" refers to the South African Trade Marks Act (194 of 1993).

## 2. PURPOSE OF THIS POLICY

- 2.1. The policy outlines SAST's intellectual property rights, which includes inter alia copyrights and trademarks that are legally recognized and therefore legally protected. Furthermore, it outlines SAST's approach to ensuring its legal rights are protected and properly used as well as SAST's approach to the infringement of these rights.
- 2.2. SAST's rights may include rights to its own works, articles, materials, etc. commonly referred to as content herein, as well as rights acquired from third parties to their content.
- 2.3. The policy outlines the Terms and Conditions for use of, which may include downloading where permitted, audio and video content that is available on The South African State Theatre platforms.

## 3. ENFORCEMENT OF LEGAL RIGHTS AND CONSEQUENCES

- 3.1. Infringement of SAST's copyright and trademark rights will be regarded as illegal conduct and treated in terms of the provisions outlined in the applicable Acts.
- 3.2. Violation of SAST's rights and this policy, may result in any of the following:

- 3.2.1. Access restriction,
- 3.2.2. Account suspension,
- 3.2.3. Account termination, and
- 3.2.4. Legal action, including claims for damages and related costs.

## 4. COPYRIGHT

4.1. Under the Copyright Act No 98 of 1978, SAST's ownership, rights and title are protected.

The following are examples of material that SAST's copyright entitlement extends to:

- 4.1.1. All presentations created and used by SAST for all purposes.
- 4.1.2. All general guidance notes, articles, reports, surveys and guides issued, to the extent that such documents provide for copyright protection.
- 4.1.3. All documents and papers published under SAST.
- 4.1.4. All audio and video content available through SAST Theatre TV platform.
- 4.1.5. All images, including posters and other forms of marketing materials created and published by SAST, in any format or media.

## 5. TRADEMARKS

- 5.1. SAST has and shall from time to time register trademarks in relation to its business operations in both words and logos, as it deems necessary to protect its IP and business operations.
- 5.2. Unauthorized use of SAST trademarks will amount to an infringement. If an infringement occurs, SAST reserves its right to institute civil proceedings in terms of the Trade Marks Act and claim damages. Unauthorized use of SAST trademarks is actionable under common law.
- 5.3. SAST has and shall have various logos registered, at its discretion, in its name and the use of the logos and diagrams by any third party without SAST's written agreement is prohibited
- 5.4. SAST trademarks as well as the various adaptations thereof owned by SAST may not be used or included in a domain name, nor may they be included or used in email addresses of any third party. All requests for the use of SAST trademarks must be submitted to SAST in writing.

## 6. PERMITTED USE

- 6.1. Users of SAST's Intellectual Property, in particular monetised video content, may stream such content through authorised methods made available by SAST on its official platforms.
- 6.2. Users may only download video trailers, where such options are made available by SAST through its official platforms.
- 6.3. Users may share Publicly available content, using tools (e.g. embedding, social media links) provided on SAST's official TV Platform.

## 7. PROHIBITED ACTIONS

- 7.1. Users may not publicly display, distribute, broadcast, or share in any way SAST's Monetised video content.
- 7.2. Users may not encode, recode, modify, adapt, enhance, degrade, edit or reproduce in any manner, any of SAST's Publicly available or Monetised video content.
- 7.3. Users may not sell, lease, or license SAST's Monetised or Publicly available video content.
- 7.4. Users may not republish SAST's Monetised available video content.
- 7.5. Users may not use third-party software, plugins, or services to bypass SAST's Official TV Platform restrictions.
- 7.6. Users may not download SAST's Monetised video content.

## 8. FAIR USE AND EXCEPTIONS

- 8.1. Users may access content under SAST's fair use policy, which provides;
  - 8.1.1. Number of views:
    - 8.1.1.1. for subscribers – Unlimited views.
    - 8.1.1.2. for VoD/once-off users – Limited to 3 Views
  - 8.1.2. Number of devices allowed:
    - 8.1.2.1. for subscribers and for VoD/once-off users
      - 8.1.2.1.1. Concurrently at any one time – 2 Devices
- 8.2. Limited access at no cost may be permitted in exceptional circumstances, such as for educational, research, or commentary purposes. However, such use must comply with

applicable laws and SAST's IP Rights and may be limited to specific content relevant to the purpose.

## 9. MONITORING

- 9.1. SAST monitors its intellectual property, within the organisation and in relation to the usage of the intellectual property by all subscribers to its content and all other stakeholders.

## 10. REPORTING VIOLATIONS

- 10.1. Any violation of SAST's Intellectual Property rights may be reported directly to the SAST, at the following email address: [admin@statetheatre.co.za](mailto:admin@statetheatre.co.za)

## 11. POLICY APPROVAL AND MAINTENANCE

- 11.1. SAST's Executive Committee has approved this policy as an annexure to the SAST Intellectual Property and Production Rights Policy that was approved on 02 March 2023.
- 11.2. This policy will be reviewed every two years, or as required.

## 12. DOMICILE AND OFFICIAL CONTACT INFORMATION

- 12.1. The SAST is domiciled at:
  - 12.1.1. 320 Pretorius Street, Pretoria Central, 0002, Gauteng Province, South Africa
- 12.2. SAST's official email for correspondence:
  - 12.2.1. [admin@statetheatre.co.za](mailto:admin@statetheatre.co.za)
- 12.3. SAST's contact number:
  - 12.3.1. +27(12) 392-4000
- 12.4. SAST's official website:
  - 12.4.1. <https://statetheatre.co.za/>
- 12.5. SAST's official TV Platform:
  - 12.5.1. <https://www.statetheatre.co.za/tvchannel/>

## 13. APPROVAL

- 13.1. The Board has approved this policy on 21 February 2025 and it will be reviewed periodically.