

Abstract

**Rights of Broadcast Performers on
Short-Form Contents**

**- Regarding the Seoul Central District Court's Judgment No.
2023GaHap821222, rendered on June 20, 2025**

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Under the special provisions regarding audiovisual copyright in the Copyright Act, the neighboring rights of broadcast performers are presumed to be transferred to the audiovisual producer “unless otherwise agreed” (Article 100, Paragraph 3). Recently, broadcasters have been producing short-form content by excerpting and editing portions of various broadcast programs and using it for advertising. Broadcast performers sought damages for the broadcasters’ use of short-form content, but their claims were dismissed.

The rights of broadcast performers first received international protection under the Rome Convention and were subsequently expanded by the Beijing Treaty on Audiovisual Performances. Following the European Union’s Rental Rights Directive, which recognised the right to claim compensation after the transfer of rights, the Digital Single Market Directive established the right to ‘appropriate and proportionate remuneration’ in cases of rights transfer, as well as the right to additional compensation where unexpected revenue is generated following such a transfer. From a comparative law perspective, not only European Union countries subject to the Digital Single Market Directive, but also Japan and Chile, are enacting legislation designed to strengthen performers’ rights. The United States protects performers’ rights not through legislation, but via collective agreements.

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The court's ruling runs counter to the international trend of expanding and strengthening performers' rights, by interpreting the term 'broadcast programme' in the 'definition' clause of the special agreement as encompassing multiple programmes, it mistakenly assumed that the use of short-form content edited from multiple programmes fell within the scope of the existing special agreement, which was premised on a single programme, and disregarded the principle of copyright contract interpretation that 'in dubio pro actore'. Furthermore, the court's ruling is inconsistent with the spirit of the Supreme Court's precedent in the Laser Disc case (96Do2856), the trend towards protecting publicity rights, and the intent behind the 2025 revision of the 'Standard Contract for Appearances in Drama Productions'.

Keywords

audio-visual performance, broadcast performer, neighboring rights, short-form contents, right to compensation, special provisions concernig qudio-visual works