

DECE Discrete Media Proposal

Defined Terms:

- 1. **Retailer** for the purpose of this policy document refers to either a Retailer as previously defined or a DSP operating as a resale distributor.
- 2. **Approved Discrete Media Format (ADMF)** is one of the DECE Error: Reference source not found a Retailer, if licensed by the Content Provider, may sell to a User [in fulfillment of such User's Discrete Media right.](#) [\(A Retailer can also sell other discrete media formats to a User, if licensed by a Content Provider, but such sales will not decrement such User's Discrete Media right.\)](#)

Contents

- Defined Terms:..... 1
- Contents..... 1
- 1.Retailer Rights and Obligations..... 2
- 2.Content Provider Rights and Obligations..... 2
- 3.Approved Discrete Media Fulfillment Options..... 3
- 4.Summary..... 4

DECE Discrete Media Proposal

1. Retailer Rights and Obligations

1.1. When offering Content to a User, a Retailer:

1.1.1. May offer Content with [and/or](#) without Discrete Media.

1.1.2. [For an offer to count against a User's Discrete Media right, m](#)May only offer Discrete Media in ADMFs.

1.1.3. Must fulfill [\(or arrange fulfillment of\)](#) the Discrete Media it sells.

1.1.4. May always choose to offer DVD Discrete Media. However, the specific DVD ADMF(s) the Retailer is permitted to [use offer to Users, and the wholesale terms to the Retailer.](#) are defined in the bilateral negotiation between the Content Provider and the Retailer.

1.2. A Retailer may, if licensed by the Content Provider, sell Discrete Media to a User as an add-on to Content previously sold without Discrete Media. For avoidance of doubt, this Retailer may be the Retailer that originally sold the Content to that User or may be any other Retailer with a license from the Content Provider to sell Discrete Media for that Content.

2. Content Provider Rights and Obligations

2.1. All financial terms for licensing Content, [including for the ADMF portion of a Content +ADMF bundle.](#) are set through bilateral negotiations between the Content Provider and the Retailer.

2.2. A Content Provider licensing Content to a Retailer:

2.2.1. [For a sale to count against a User's Discrete Media right, m](#)May only license a Retailer to sell Content with Discrete Media in an ADMF.

2.2.2. ~~Must offer the necessary licenses to satisfy the~~ "Retailer Rights and Obligations" ~~described herein.~~

2.2.3. Determines the ADMF option(s) a Retailer is permitted to sell.

2.2.4. Must provide Content to the Retailer for Discrete Media fulfillment in at least one of the following formats:

2.2.4.1. DVD ISO image file

2.2.4.2. Mezzanine file (to be converted as needed)

2.2.4.3. DECE Common Container File (to be converted as needed)

2.2.4.4. Packaged DVD

DECE Discrete Media Proposal

3. Approved Discrete Media Fulfillment Options

3.1. Packaged DVD or Blu-ray Media:

3.1.1. Delivered to the User by mail¹ or other means following purchase of corresponding Content. Content Provider shall provide [\(or arrange provision of\)](#) fulfillment service upon Retailer request.

3.1.2. Bundled with DECE Rights and purchased from an online or physical Retailer.

3.2. Protected Recordable Optical Media (~~e.g., recordable DVD with CSS or Blu-Ray with AACS is currently approved, recordable Blu-ray with AACS is under consideration~~):

3.2.1. Recorded in store (kiosk or other method) by a Discrete Media Client.

3.2.2. Recorded in home by a Discrete Media Client.

3.2.3. Recorded by a Discrete Media Client and delivered by mail.

3.3. Protected SD Flash Media (~~e.g., CPRM is under consideration for SD Media only~~):

3.3.1. Recorded in store (kiosk or other method) by a Discrete Media Client.

3.3.2. Recorded in home by a Discrete Media Client.

3.4. Others may be defined at a future date.

¹ Mail refers to the delivery of physical goods performed by the US Postal Service, UPS, FedEx, and others.

DECE Discrete Media Proposal

4. Summary

4.1. Retailer

- 4.1.1. May sell Content with or without Discrete Media
 - 4.1.1.1. May sell Discrete Media add-on for Content sold without
- 4.1.2. Must fulfill Discrete Media it sells
- 4.1.3. May fulfill with DVD [\(packaged and/or recordable\)](#)
- 4.1.4. May fulfill with approved formats allowed by Content Provider

4.2. Content Provider

- 4.2.1. [When licensing Content, Content Provider must offer the Retailer the opportunity to license Content with or without the Discrete Media](#)
- 4.2.2. [If Content is licensed with Discrete Media, Content Provider must offer provide at least one of the following to the applicable Retailer:](#)
 - 4.2.2.1. Packaged DVD
 - 4.2.2.1.1. Sold with DECE rights included
 - 4.2.2.1.2. Fulfilled after DECE purchase
 - 4.2.2.2. Recordable DVD, created from
 - 4.2.2.2.1. DVD ISO image
 - 4.2.2.2.2. Mezzanine file
 - 4.2.2.2.3. DECE file (to be converted as needed)
- 4.2.3. May provide other approved formats

4.3. User

- 4.3.1. Can purchase Content with or without Discrete Media, [so long as at least one Retailer chooses to offer Discrete Media](#)
- 4.3.2. Can choose Discrete Media if provided by Retailer
 - 4.3.2.1. DVD in one or more approved formats allowed by Content Provider
 - 4.3.2.2. Other approved formats allowed by Content Provider, if any

4.4. Approved formats

DECE Discrete Media Proposal

4.4.1. Packaged DVD or BD*

4.4.2. Recorded DVD [protected by CSS](#) (store/home/mail)

4.4.3. Recorded ~~CPRM-protected~~ SD card (store/home) ([CPRM under consideration as protection for SD files only](#))

4.4.4. ~~Recorded AACS-protected BD*~~ (store/home/mail)

4.4.5. ~~*HD-DM not approved at this time~~