In the future, never underestimate your rights. Do not be in such a hurry to sign a contract that you fail to fully evaluate the consequences of your signature. During times of uncertainty,

Q. My daughter is very adorable and full of personality. People always complement her and I have been told that I should try to get her into acting or modeling. I have been thinking about it for a while but have been a little worried. We recently went to a photo shoot and I am wondering what can be done with the pictures. I don't exactly remember what I signed. Please help me. I don't want my daughter's face ending up just anywhere.

Sincerely, Hollywood in Cleveland

A. Whenever we talk about the use of a person's identity in photos, magazines, musical lyrics, movies, stage plays, advertisements or any other commercial purposes we bring to the forefront rights of privacy and rights of publicity issues.

Every person has God given rights in their person and personality. The right of privacy is often viewed a large bundle of individual constitutional rights of citizens. It is from the right of privacy that a person's rights regarding public disclosure of information and commercial exploitation of identity arise. The U.S. Supreme Court has broadly defined "privacy" as a person's right to control the dissemination of information about him or herself. The right of publicity is the

inherent right of every human being to control the commercial use of his or her identity. Some have proposed that only a “celebrity” should have the right to sue for the commercial value of an unpermitted use of their personal identity, however, the majority view is that everyone has the right to control the commercial use of their identity and persona and to recover damages and commercial value, where applicable, from an unpermitted taking and use of one’s identity and/or persona.

Your child has a right of publicity and in the event that right was infringed, you would be able to seek a remedy on her behalf. While a celebrity's right of publicity will usually have a greater economic value than that of a non-celebrity, commercial value is presumed from the fact that the person using your child’s identity viewed it as having commercial value, otherwise the photographer or company who used the identity would not have used it in a commercial context or for a commercial purpose.

Your challenge, however, is to find out whether or not you waived any of the abovementioned rights when you signed whatever documents you were given. In order to bring a case for the unauthorized use of a personal identity, you have to be able to demonstrate that you have a valid right (i.e. that you are clearly identifiable in the commercial context which your identity was used) and that right was infringed (i.e. the use was not authorized, permitted, or consented to). There is a chance that rights to privacy and publicity were waived when you signed the contract. If so, then the person with the photos may be able to use your daughter’s photo with very limited restriction. I suggest you go back and evaluate the contract.

In the future, never underestimate your rights. Do not be in such a hurry to sign a contract that you fail to fully evaluate the consequences of your signature. During times of uncertainty, it may be better to ask for a second opinion before drawing a conclusion based upon your own. Contact the Counselor if you have any additional questions: counselorsdesk@call-post.com .

Good luck and Godspeed.

Be well.

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