

## Presenting Releases-Tip Sheet

When you signed the Getty Images Agreement, you agreed to have all the proper permissions in place for the licensing and distribution of your images for commercial purposes. Releases are a legal contract between you and a model or property owner (your subject) that gives you the proper permission to use their likeness or feature their property for commercial licensing. You need to ensure the releases are properly obtained from the start, keeping them safe and accessible in case you need them. We've said a lot about releases in our Release FAQ, but we also want to provide some tips on how to approach someone to sign a release:

### Explain things

A release is your first line of defense if a dispute arises with your subject in the future. Don't downplay the breadth of the rights that the release grants you when talking to models or property owners. Explain that you plan to make the image available for all commercial uses and that their image or property may be seen in ads, magazines, and public places promoting services or products. Of course, you'll be asked questions along the way about what the release is saying. We've anticipated a few questions and answered them below.

### Compensate your subject

The word "Consideration," in the release means something with a tangible value like money, photographs (for their personal use only), photographic services, etc., has been exchanged with your subject, which formalizes your agreement with them. Although the release does not describe the Consideration, it is good practice to keep a record of the money, goods or services that you have provided to the model or property owner in case there is a dispute later.

### Use Available Resources

Feel free to use [gettyimages.com](http://gettyimages.com) as a reference, and the information available on [gettyimages.com](http://gettyimages.com) under the link, "About Us," to educate your model or property owner about Getty Images and what we do.

## Answers to Questions Your Subjects Might Ask About Releases

### What is this document?

The release is written confirmation of permission to use the image for any purpose, including commercial uses.

### It's your picture. Why are you asking for my permission?

The picture contains the person's likeness or property in a recognizable way. So, their permission is needed before the picture can be used commercially (in keeping with your subject's legal rights to privacy).

### How will you make this image available commercially?

By signing the release, the subject is allowing you to license the image commercially through a stock photo company or by any other means you might choose.

### What will it mean to have my likeness used in a commercial manner?

The model or property owner may see the image appear in any number of ways in different types of media and for purposes usually aimed at selling a product or service. Some common examples are brochures for insurance or pharmaceuticals, posters hanging in places where products are purchased such as banks, packaging in stores, magazine advertisements, billboards and television.

### Can I approve each use?

No. It's just not possible or practical in an online channel such as a stock photo company for the model or property owner to approve each use.

### Can the image be used in a compromising way?

The release prohibits use in a pornographic or defamatory way. The release does not, however, restrict any other type of uses. It is, therefore, possible that the image will be used in a way that some people might find unflattering or controversial. Your subjects should feel comfortable with the potential that the image can be used in a variety of contexts.

### How long does the release last?

It is perpetual. [**Exception:** There are some countries, for example France and Brazil, who have special release laws and for which we provide special releases which last for a certain number of years initially. Thereafter, the release automatically renews on a regular basis, unless the model provides a written notice to retire the release].

## **What is “Consideration?”**

Consideration is a legal term used in contracts between parties or people. It can be a certain amount of money paid, or something else of tangible value such as photographic prints for personal use or a service. This exchange makes the release legally binding.

## **How much money will an image earn?**

An image is made available to a wide range of customers with wide-ranging uses. If it is successful, it may be used multiple times so it is impossible to know how much it might earn or even whether it will be used at all.

## **Will I receive part of the earnings for each use?**

No. The Consideration is a one-time compensation for the prospect that it might be licensed. Thereafter, no further compensation is paid. This is stated in the release.

## **Why do you need my date of birth?**

Because of laws around using under-age subjects in certain kinds of advertising, some advertisers must know the date of birth of the persons appearing in an image. Examples are uses related to alcohol or tobacco advertisements.

## **Why does this form ask to know my ethnicity?**

The image will be made available to a global audience of image buyers. Many of these buyers aim their marketing to a specific demographic. Likewise, other customers may be writing about a specific demographic and want to be accurate in the pictures they choose. That is why ethnicity (when provided by the model) is added to the image as a search term, to improve our customer's chances of finding just the right image and therefore attracting more sales.

## **I'm not comfortable stating my ethnicity.**

That's OK. We do not require that models state their ethnicity on the Model Release form. Knowing the actual ethnicity of the model is very useful to our clients, enabling them to accurately find and represent various demographics when necessary, but stating ethnicity is optional or course.