

Notice to Performer

Re: Audio or Video Clips Submitted for Publication in *Face to Face Online*

1. ACTRA operates *Face to Face Online* in order to contribute to the promotion of the Canadian performing arts community. You have provided to ACTRA an excerpt from an audio visual production or program or an audio only excerpt (hereinafter referred to as the “material”) which ACTRA intends to make available for viewing or listening by the authorized users of *Face to Face Online*. You may not have the right to authorize the exhibition or webcast of all or a portion of the material submitted. It is thus possible that ACTRA may be in violation of the *Copyright Act* or other applicable laws, in making the material you have provided available to users of the *Face to Face Online* Website.
2. In addition, if other performers appear or are heard in the material you have provided, they may not wish the material containing their images or voices to be made available through *Face to Face Online*.
3. ACTRA is thus prepared to accept the material you have provided and make it available through *Face to Face Online* on the following conditions: (If you do not agree to all these conditions, ACTRA reserves the right to either amend the material - by editing or amending same - or by removing the material in its entirety from *Face to Face Online*, at its sole discretion):
 - a. A performer submitting any material represents to ACTRA that s/he has no reason to believe that a copyright holder (the producer or other party) or another performer appearing in the material, would object in any way to the use of the material on the *Face to Face Online* website. If a performer is advised of such an objection by a copyright holder or other performer, written notice must be provided to ACTRA as soon as such objection is received.
 - b. If a copyright holder does object to the use of the material by *Face to Face Online*, the performer will indemnify ACTRA should there be any claims against ACTRA and will consent to ACTRA removing all or part of the material which is the subject of the objection;
 - c. Furthermore if another performer appearing in the material objects to the use of the material by *Face to Face Online*, the performer will indemnify ACTRA should there be any claims against ACTRA by the performer and will consent to ACTRA removing or editing the material which is the subject of the objection.

Signature: _____

Member Number: _____

Print Name: _____

Date: _____