



Dear Parent or Legal Guardian:

Certain features of the Screen Actors Guild (the "Guild") web site require the collection, use and disclosure of personally identifiable information. An example is our new iActor feature, an on line casting site which permits our members to post their resumes which will be searchable by casting directors, directors and others seeking to hire talent.

As you may be aware, state and federal law require the Guild to implement certain protections prior to granting children access to interactive functions of the iActor website. As part of those protections, we are required to obtain "verifiable parental consent" to the child's use of the website. In accordance with those protections, Guild policy is to lock children under the age of 13 out of the portions of our Site that permit the collection or submission of personally identifiable data until we receive your written consent. If your child is 13 or over but under 18 years of age, our policy is to provide him or her with provisional access for thirty (30) days at which time access will be suspended until such time as your child provides us with your written consent.

Accordingly, below are the full children's privacy policy, general privacy policy and terms of use for the Site. Please read these documents and determine if you will provide your consent to your child's participation in the Site. If you have any questions, you may contact the our WebHelp department at (323) 549-6789.

The Guild also encourages parents and legal guardians to review the information on The Site under the "Resources" link especially that related to "Young Performers" and to contact the Guild if you have any concerns.

Kindly sign and date the attached consent form in the space provided and then either mail or fax it back to the Guild at the address or fax number provided. Please also include a copy of your current valid driver's license.

After the Guild receives your letter, the Guild may call you to confirm your identity and status as the parent or legal guardian of the indicated child and that you signed the letter.

Thank you for your cooperation.

Sincerely,

**SCREEN ACTORS GUILD**

**CONSENT OF PARENT OR LEGAL GUARDIAN**

I have read and understand the SCREEN ACTORS GUILD CHILDREN'S PRIVACY POLICY IN REGARD TO CHILDREN UNDER THE AGE OF 13. I have read and understand the SCREEN ACTOR' GUILD TERMS OF USE and GENERAL PRIVACY POLICY for its Internet sites.

I hereby certify as follows:

1 Please check one:

\_\_\_\_\_ My child is under 13 years of age

\_\_\_\_\_ My child is 13 years of age or older but under 18 years of age

\_\_\_\_\_ I am an emancipated minor at least 13 years of age

2 I am the parent or legal guardian of \_\_\_\_\_ (insert your child's legal name).

Child's membership number \_\_\_\_\_

Child's birthdate: \_\_\_\_\_

-or-

I am an emancipated minor and my legal name is

\_\_\_\_\_.

My membership number \_\_\_\_\_

My birthdate: \_\_\_\_\_

To avoid delays in processing, this form should be completed by the parent or guardian who was identified during the child's membership application process.

3. If you are a parent or guardian, please initial each item below to indicate your consent:

\_\_\_\_\_ I hereby consent to the collection and use of my child's personal information as indicated in the Guild's children's privacy policy, general privacy policy and terms of use (collectively, the "Terms"). I agree, on behalf of myself personally and my child, to be bound by Terms. I consent to my child's participation in the Guild's internet site and in the iActor online casting section of the site.

\_\_\_\_\_ I hereby consent to communicate electronically with the Guild (via email) and for my child to communicate electronically with the Guild without further consent from me.

\_\_\_\_\_ I represent and warrant to the Guild that I have the authority to provide the agreements and confirmations granted in this document and the Guild can rely on my consent without having to seek the consent of any third party.

Please note that you must agree to all items above for your child to have access to the Guild's internet site and iActor online casting section of the site.

**PLEASE PROVIDE A COPY OF YOUR CURRENT VALID DRIVERS LICENSE**

4. If you are an emancipated minor, please initial each item below to indicate your consent:

\_\_\_\_\_ I hereby consent to the collection and use of my personal information as indicated in the Guild's children's privacy policy, general privacy policy and terms of use (collectively, the "Terms"). I agree to be bound by Terms. I consent to participate in the Guild's internet site and in the iActor online casting section of the site.

\_\_\_\_\_ I hereby consent to communicate electronically with the Guild (via email).

Please note that you must agree to all items above to have access to the Guild's internet site and iActor online casting section of the site.

**PLEASE PROVIDE WRITTEN EVIDENCE OF YOUR STATUS AS AN EMANCIPATED MINOR**

The Guild reserves the right to examine such evidence and request further information from you as a condition to your access to the iActor online casting section of the site.

5. Contact Information:

Your name: \_\_\_\_\_

Address

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax number \_\_\_\_\_

Email address: \_\_\_\_\_

Please initial your preferred method of contact: \_\_\_\_\_ email \_\_\_\_\_ fax \_\_\_\_\_  
mail

Please initial to indicate whether the contact point is one of the following:

\_\_\_\_\_ home address/fax \_\_\_\_\_ work address/fax \_\_\_\_\_ other (e.g. a PO box)

\_\_\_\_\_ personal email \_\_\_\_\_ work email

Please initial here if the contact point is within your control and inaccessible to your child: \_\_\_\_\_

6 Please return a fully completed, signed copy of this document along with a copy of your driver's license or, if you are an emancipated minor, a copy of evidence of your status, by fax to: (323) 549-6792 or by mail to Screen Actors Guild, 5757 Wilshire Blvd. 7<sup>th</sup> floor, Los Angeles, CA 90036, ATTN: Data Processing Dept.

The Guild may follow up with you in person to confirm certain matters and therefore please provide us with the best telephone number and email address to contact you.

AGREED:

\_\_\_\_\_

DATED: \_\_\_\_\_

[SIGN HERE] \_\_\_\_\_

\_\_\_\_\_  
[PRINT YOUR NAME HERE]

For internal use only:	
Staff Name: _____	
Type of identification _____	ID Number: _____
ID Verified: _____	



## SCREEN ACTORS GUILD ONLINE POLICIES

Thank you for visiting sag.org (the "Site"). This site is owned by the Screen Actors Guild, Inc. (the "Guild" or "us"). This document contains the Terms of Use and Privacy Policy Including Privacy Policy For Children Under the Age of 13 for the Site (collectively, the "Terms" or the "Agreement"). The Guild shall be free to change these Terms at any time by posting the changes on The Site without any individual notice to you, except as otherwise required by law. Your use of the Site after any such change is posted will be deemed to be acceptance of such change. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Site.

### Table of Contents

[SAG.org Terms of Use](#)

[SAG.org Privacy Policy](#)

[Screen Actors Guild Privacy Policy in Regard to Children Under the Age of 13  
Consent of Parent or Legal Guardian](#)

If you are not a Guild member, please be aware that some portions of the Site are available for the benefit of Guild members only and are not available to non-members. You may be denied access to certain portions of the Site if you are not a member in good standing of the Guild.

The Guild is a non-profit, non-commercial organization and the Site is a non-commercial web site or online service. In an attempt to comply with various laws related to privacy policies, including but not limited to the Children's Online Privacy Protection Act ("COPPA"), and to set a good example for others, the Guild has created the enclosed Privacy Policy and the Privacy Policy in Regard to Children Under the Age of 13. Such efforts by the Guild shall not be deemed to be a waiver of any rights or defenses otherwise available to the Guild.

#### ***If you are 18 years of age or older:***

\* You agree that by using the Site you represent that you are at least 18 years old and that you are legally able to enter into this Agreement.

\* By using the Site and by clicking on the "I Accept" button below, you are creating a legal and binding agreement between you and Screen Actors Guild, Inc. (the "Guild" or "us"), the owner of the Site, confirming your agreement with all of the Terms.

#### ***If you are under 13 years of age:***

\* You must provide the written verifiable consent of a parent or guardian to these Terms as a condition to your admission to and use of the Site. You will not be able to use or access the Site until you do so.

\* Please have your parent or guardian complete the Consent of Parent or Guardian form listed above and return it to us as instructed on the form.

#### ***If you are 13 years of age or older but under 18 years of age:***

\* You must provide the written verifiable consent of a parent or guardian to these Terms or confirmation that you are an emancipated minor at least 13 years old as a condition to your admission to and use of the Site.

\* The Guild will grant you access to the Site on a provisional basis for thirty (30) days from the date you first register, after which time your access will automatically be suspended if you have not yet provided the Guild with the required parental consents.

\* Please have your parent or guardian complete the Consent of Parent or Guardian form listed above and return it to us as instructed on the form. If you are an emancipated minor, please complete this form for yourself and provide the required documentation in support of your status.

## **SAG.ORG TERMS OF USE**

**1. Changes to the Site.** The Guild may add or change the content of the Site at any time and any additions or changes shall be automatically deemed covered by these Terms. The Guild may terminate or suspend the Site, in whole or in part, or your access to the Site at any time. No such actions shall be deemed a breach or violation of this Agreement by the Guild. The Guild shall not be obligated to provide individual notice to you of any changes to the Site unless otherwise required by law.

**2. Posting User Content.** You may not use the Site or post anything to the Site unless you are at least 13 years of age. If you desire to use the Site or post to the Site and you are under 13 years of age, you will be required to provide written consent from your parent or legal guardian. You are responsible for everything you post or transmit to or through the Site, including, for example, any photographs, audio clips, descriptions, biographical material, contact information, experience or other information you provide ("User Content"). User Content shall include all information and materials posted on or through the Site under your user ID. You agree to update all User Content to keep it current and accurate at all times. Information you post on the Site is not private and may be accessed and viewed by others. The Guild is not responsible for how such information is used by third parties. We recommend that you not disclose your home address, home telephone number or other personal information you may not want generally disclosed. Consider posting the contact information for your agent or manager instead. If you do not have an agent or manager, consider obtaining a post office box and an answering service.

**3. Inappropriate Content; Suspension or Termination of Account.** You agree not to upload, download, display, perform, transmit, or otherwise distribute any content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; (c) advertises or otherwise solicits funds or is a solicitation for goods or services; or (d) infringes on the copyright, trademark or other intellectual property rights of others. The Guild reserves the right to suspend or terminate your receipt, transmission, or other distribution of any such material using the Site, and, if applicable, to delete any such material from its servers. It is the Guild's policy, in its discretion, to disable and/or terminate the accounts of users who may infringe or repeatedly infringe the copyrights or other intellectual property rights of others. The Guild further reserves the right to suspend or terminate your access to some or all of the Site if you fail to timely pay your Guild dues or if you are no longer a member of the Guild in good standing. The Guild intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms or of any applicable laws.

**4. Passwords and User ID's.** You are responsible for maintaining the confidentiality of any user identification, password and account information for the Site. You may not share your user identification or password with anyone. You are responsible for all activities that occur under your user identification, password or account. You shall not allow any others to use your account. You agree to notify the Guild immediately of any unauthorized use of your account, user name, or password. The Guild shall not be liable for any loss that you incur as a result of someone else using your account or password, either with or without your knowledge or consent. You may be held liable for any losses incurred by the Guild, its affiliates, officers, directors, employees, consultants, agents, members and

representatives due to someone else's use of your account or password.

**5. Restrictions. You agree that you shall not:**

- a. interrupt or disrupt or attempt to interrupt or disrupt the Site in any way or prevent or impede any other party's access to the Site;
- b. provide false or misleading information about yourself or others on or through the Site;
- c. post any User Content on or through the Site that contains or delivers any form of viruses, trojan horses, or any other form of malicious or harmful program.
- d. modify or change or attempt to modify or change any aspect of the Site;
- e. collect or store personal data about other users on the Site;
- f. violate or attempt to violate any security features of the Site, including, without limitation, accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;
- g. attempt to probe, scan, or test the vulnerability of the Site, or any associated system or network, or to breach security or authentication measures without proper authorization;
- h. interfere or attempt to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site, overloading, "flooding," "spamming," "mail bombing," or "crashing;"
- i. use the Site to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services;
- j. forge any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Site; or
- k. attempt to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Guild in providing the Site

Any violation of system or network security may subject you to civil and/or criminal liability.

**5. Links to Third Party Sites.** The Site contains links to third party site sand on line services, such as, for example thesagshop.com ("Linked Sites"). Your dealings with such Linked Sites, including issues such as payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the owners and operators of the Linked Sites. You shall abide by all of the terms and conditions related to your dealings with the Linked Sites. You release the Guild from any responsibility or liability for your use of or access to the Linked Sites. Your use of and access to the Linked Sites is at your own risk. The Guild shall not be responsible or liable in any manner for the results of your dealings with the Linked Sites or for the accuracy, currency, content, or quality of the information provided by such sites, and shall not have liability for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers or others on the Site. Linked Sites have no authority to bind or obligate the Guild in any manner whatsoever. The Guild does not screen or investigate the content or information contained in Linked Sites, their products, services or policies. The Guild does not endorse, sponsor or recommend any such other parties or their sites or the information contained on such sites.

**6. Guild Access to User Content.** The Guild has the right to access all User Content you

post on the Site and to monitor your activities on the Site. The Guild can remove any User Content that the Guild deems in violation of this Agreement or that it deems to violate Guild policy in effect from time to time. The Guild has no obligation to review or reject any User Content and the Guild shall not, as a regular matter, review, edit, censor or otherwise maintain any supervisory role with regard to its users' activities or posted materials.

**7. Copies and Disclosures.** The Guild has the right to store and make copies of the User Content and to make some or all of the User Content available to others on the Site or by disclosure to third parties, subject to the Guild's privacy policy set forth below. The Guild shall have the right, but not the obligation, to include your name, initials, email address or other information about you in any uses of the User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the terms of this agreement; (c) respond to claims that any User Content violates the rights of other parties; or (d) protect the rights, property, or personal safety of the Guild, the Site, the users of the Site and the public.

**8. Proprietary Rights.** The Guild owns all Guild copyrights, trademarks, service marks, intellectual property as well as the graphics, text, and contents of the Site (other than User Contents posted by you or other members) and other proprietary materials ("Guild Intellectual Property"). You shall have no rights in any Guild Intellectual Property and you are not permitted to use any Guild Intellectual Property for any purpose. Others who post any information and materials to the Site, as well as those who advertise on the Site, may own rights to that information and material or such advertisement and other matters and you shall not copy, transmit, repost or otherwise use any such information and material or such advertisements and other matters anywhere without the express, prior and written permission of the owner of that information and material or such advertisements and other matters. You shall not be deemed to be a joint author of the Site and it is not your intention or the Guild's intention to be joint authors, as that term is defined in the United States copyright act. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Site. The copyright in all contents of Site is the property of the Guild, all rights reserved.

**9. Rights in User Content.** You hereby grant to the Guild, and the Guild's successors, assigns, agents and licensees, the non-exclusive, worldwide, irrevocable, perpetual, fully paid right to use, copy, display, post, repost, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, reformat, make compilations, data bases, derivative and other versions of the User Content, including, but not limited to, incorporating the User Content into other works. You will not be compensated for any User Contents or for your activities on the Site. You agree that the Guild may publish or otherwise disclose your name in connection with your User Content, subject to the Guild's privacy policy set forth below. By posting User Content on or through the Site, you warrant and represent that you own the rights to the User Content or are otherwise authorized to post, distribute, display, perform, transmit, or otherwise distribute User Content.

**10. Guild Transfer Right.** The Guild shall have the right to sell, assign and otherwise transfer any or all of its rights in this Agreement and the Site to any other party including but not limited to parties owned and controlled by or related to the Guild.

**11. Linking to the Site.** The Guild does not object to links made to the Site by you provided that the following guidelines are followed:

a. **Notification.** The Guild requests that it be notified prior to the establishment of a link from any external web site to [www.saq.org](http://www.saq.org) or any portion thereof. Notification shall be sent to the Guild Webmaster, [web\\_terms@saq.org](mailto:web_terms@saq.org).

b. **Plain Text Links.** You may link to the Site using the plain text name: "Screen

Actors Guild". Unless the Guild specifically agrees in writing, you may not use any of the Guild's trademarks, service marks, logos, designs, images, photographs, or slogans. Due to content updates, it is recommended that any links to the Site be only to the home page of sag.org. The Guild may revoke this permission at any time in its discretion.

c. **No Endorsements.** You may not link to any part of the Site, or make reference to the Guild, in a manner that suggests the Guild has a relationship or affiliation with your site or you or that the Guild endorses, sponsors or recommends your site or the information, products, or services on your site.

d. **Restriction.** Unless the Guild specifically agrees in writing, no part of the Site or its content may be incorporated into another site (e.g., in-lining or framing or other formats). None of the Guild's names, logos, designs, images, photographs, slogans, trademarks, service marks, or any other words or codes identifying the Guild's website shall be used in any metatag or other information used by search engines or other information location tools to identify and select sites.

## 12. **Your Representations and Agreements.**

You represent, warrant and agree that:

a. You are at least 13 years of age or that if you are younger than 13 years old, your parent or legal guardian has consented to the collection and use of the User Content you provide as set forth in the privacy policy applicable to children under the age of 13 as described below.

b. You are at least 18 years of age or that if you are younger than 18 years old, your parent or legal guardian has consented to your access to and use of the Site as well as these Terms pursuant to the parental consent required by the Guild.

c. The User Content posted or transmitted on or through the Site does not and will not impair or violate any rights of any other person or entity, including, but not limited to, contract, copyright, trademark, trade dress, privacy, publicity or any other rights.

d. The User Content complies and will comply with all applicable laws, statutes, regulations of any governmental or other body exercising jurisdiction over this Agreement, the Site or otherwise anywhere in the world.

e. The User Content is original with you; that all information contained in the User Content is completely truthful, honest and not misleading in any way.

f. You are solely responsible for full compliance with all federal, state and local laws, statutes, rules and regulations of the United States and similar enactments anywhere in the world regulating this Agreement, the Site or otherwise.

g. You will not seek to hold the Guild, or any of the Guild's subsidiaries, affiliates, owners, officers, directors, agents, members, attorneys or others liable in any manner for anything that may result from your or another person's use of the Site or the User Content.

h. You will indemnify, defend and hold harmless the Guild, the Guild's subsidiaries, affiliates, owners, officers, directors, agents, members, attorneys as

well as respective heirs, successors and assigns against any and all claims, demands, costs, awards, damages and the like, including attorneys' fees and costs, that may arise from

(i) a breach or claimed breach of any of your warranties, representations or obligations under this Agreement, whether or not a breach of those warranties, representations or obligations is finally sustained and whether or not any litigation or claim is filed, or

(ii) for any other cause of action or claims by any parties including but not limited to any governmental body relating to the User Contents or to your use of the Site, whether or not any litigation or claim is filed or sustained.

The burden of proving that any User Content does not violate any laws or third party rights rests solely with you. These representations, warranties and agreements will survive the expiration or earlier termination of this Agreement.

### **13. Disclaimers.**

THE SITE AND ALL OF THE COMPONENTS OF THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY LINKS AND ADVERTISING, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHETHER AS TO USE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE GUILD DOES NOT WARRANT THAT ANY OF THE MATERIAL YOU POST ON OR THROUGH THE SITE WILL BE SECURE. YOU ARE USING THE SITE AT YOUR OWN RISK. THE GUILD SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS BY ANY PARTY, INCLUDING, BUT NOT LIMITED TO, ANY "HACKERS" OR THOSE WHO MIGHT INVADE OR DISRUPT THE SITE OR TAKE INFORMATION INCLUDING MATERIAL YOU PROVIDE FROM THE SITE OR OTHERWISE. THE GUILD DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. THE GUILD SHALL NOT BE RESPONSIBLE FOR THE CORRECTNESS OR ACCURACY OF ANY INFORMATION OBTAINED FROM THE SITE, WHETHER SUCH INFORMATION IS FROM THE GUILD OR FROM ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO BY OR FROM ANY LINKED PARTY, ADVERTISER OR ANY OTHER PARTY. THE GUILD DOES NOT ENDORSE OR SUPPORT ANY MATERIAL POSTED BY ANY PARTY INCLUDING BUT NOT LIMITED TO ANY ADVERTISER OR ANY OTHER PARTY. THE GUILD SHALL NOT BE RESPONSIBLE FOR ANY ACTS OR OMISSIONS BY ANY PARTY INCLUDING BUT NOT LIMITED TO ANY LINKED PARTY, ADVERTISER OR ANY OTHER PARTY INCLUDING BUT NOT LIMITED TO ANY PARTY WHICH MAY PROVIDE SERVICES TO THE SITE OR TO YOU. THE INFORMATION CONTAINED IN THE SITE AND DATABASE IS PROVIDED FOR GENERAL INFORMATION PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE. THE GUILD MAKES NO CLAIMS, PROMISES OR GUARANTEES ABOUT THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION CONTAINED IN OR LINKED TO THE SITE AND DATABASE. AS LEGAL ADVICE MUST BE TAILORED TO THE SPECIFIC CIRCUMSTANCES OF EACH CASE AND LAWS ARE CONSTANTLY CHANGING, NOTHING PROVIDED HEREIN SHOULD BE USED AS A SUBSTITUTE FOR THE ADVICE OF COMPETENT LEGAL COUNSEL. YOU SHOULD NOT ACT OR REFRAIN FROM ACTING BASED ON INFORMATION AT THE SITE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE GUILD SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES OR COSTS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS OR SERVICES PROVIDED TO YOU BY OR THROUGH SAG, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, COMPENSATORY, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY OF ANY SORT, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT, PATENT INFRINGEMENT, LIBEL, SLANDER, INVASION OF PRIVACY, INTERFERENCE WITH THE RIGHTS OF PUBLICITY, LOSS OF GOODWILL, LOSS OF DATA, LOST PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, BREACH OF CONTRACT, FAILURE TO PAY FOR SERVICES OR WORK, OR ANY FAILURE OF THE GUILD OR ANY OTHER PARTY TO PROVIDE INTERNET ACCESS OR ACCESS TO THE SITE FOR ANY PERIOD OF TIME. THIS LIMITATION WILL APPLY REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT,

TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION. THE WITHIN LIMITATION OF WARRANTIES MAY BE LIMITED BY THE LAWS OF CERTAIN STATES OR OTHER JURISDICTIONS AND SO SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE.

**14. Miscellaneous.**

a. The Site is provided by Screen Actors Guild, located at 5757 Wilshire Blvd., Los Angeles, CA 90036-3600, ATTENTION: Legal Department/Website Terms of Use and Privacy Policy, email [webmaster@sag.org](mailto:webmaster@sag.org). If you have any complaints about The Site, you can contact the Guild at the above email and address.

b. If you believe your copyright rights have been violated, you should notify the Guild's Designated Agent. The name of the Guild's agent is Duncan Crabtree-Ireland, General Counsel, located at:  
5757 Wilshire Blvd.  
Los Angeles, CA 90036-3600  
email [copyright@sag.org](mailto:copyright@sag.org)  
telephone (323)954-1600  
facsimile (323) 549-6624.  
The Guild's copyright notice and DMCA take down policy is available at <http://www.sag.org/Content/Public/Copyright.htm>

c. Residents of the state of California can obtain additional information about their rights from the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at (916) 445-1254.

d. This Agreement shall be subject to and interpreted under the laws of the state of California applicable to agreements wholly to be performed therein, without regard to conflicts of laws rules, as well as the laws of the United States, where applicable. This Agreement is the complete understanding between you and the Guild.

e. The Guild may add to or change the provisions of this Agreement by posting such changes on the Site but without any individual notice to you except as may be required by applicable law. If you use the Site after such change is so posted, you will be deemed to have accepted such change and such change shall be made a part of this Agreement.

f. A waiver of any provision of this Agreement, or any claimed breach thereof, shall not be deemed a waiver of any other provision or breach. All remedies available to the Guild in this Agreement and under applicable law are cumulative and the exercise by the Guild of any remedy shall be without prejudice to the Guild's exercise of any other rights or remedies available to the Guild.

g. Any dispute arising under this Agreement shall be determined only by a court of competent jurisdiction in Los Angeles, California. You expressly consent to personal jurisdiction in such state and in such court. In any action under this Agreement, the prevailing party shall be entitled to attorneys' fees and court costs. In the event any portion of this Agreement shall be held invalid or unenforceable it shall not affect the validity or enforceability of the rest of this Agreement. All of the provisions of this Agreement shall survive the termination of this Agreement for any reason.

15. **Effective Date:** The effective date for these Terms is August 16, 2007.

## **SAG.ORG PRIVACY POLICY**

The following are the terms of the privacy policy of the Guild regarding use of the Site. This Privacy Policy applies only to information collected by the Guild through the Site and does not apply to personal information collected through other sources or by any other means including, but not limited to, during the membership application process or when requesting a change of address. This Privacy Policy is only applicable to the Site, and not to any other websites that you may be able to access from the Site, each of which may have data collection and use practices and policies that differ materially from this Policy. This Privacy Policy is incorporated by reference into the Terms. Portions of this Privacy Policy pertain to the iActor online casting area of the Site and other functionality available only to Guild members in good standing.

### **A. Kinds of Information Collected.**

The Guild collects information from you and about you and your use of the Site and uses that information in various ways.

1. **Registration.** In order to register for the Members Only portions of the Site, you may be required to provide or confirm personal information including your legal name, professional name, address, business contact information, representation and representation contact information, telephone numbers, geographic branch with which you are affiliated, member number, the last four digits of your social security number and other information to verify your identity and to provide you with access to the Members Only area of the Site ("Registration Information"). You will also be asked to create a password and to provide a password hint, in the event you lose or forget your password. You may be required to confirm this information from time to time.

2. **Traffic and Transaction Data.** Our servers automatically recognize visitors' domain names and IP addresses (the number assigned to computers on the Internet). Some limited personal information about you may also be collected in this process. The Site may also gather anonymous "traffic data" that does not personally identify you, but that data may be helpful for marketing purposes or for improving the services we offer. In addition, we may use IP addresses to help diagnose problems with our server, to administer our site, or to display the content according to your preferences. Traffic and transaction information may also be shared with business partners and advertisers on an aggregate and anonymous basis. The Guild will not share your personal information with business partners and advertisers without your consent.

3. **Cookies.** From time to time, we may use the standard "cookies" feature of major browser applications that allows us to store a small piece of data on your computer about your visit to the Site. We do not set any personally identifiable information in cookies. For example, cookies help us learn which areas of our site are useful and which areas need improvement. You can choose whether to accept cookies by changing the settings on your browser. However, if you choose to disable this function, your experience at our Site may be diminished and some features may not work as they were intended. We may use cookies to deliver content specific to your interests, to save your password so you don't have to re-enter it each time you visit the Site, or for other purposes. Promotions or advertisements displayed on the Site may contain third party cookies. We do not have access to or control over information collected by outside advertisers on our Site.

4. **Contact Data.** The Guild may collect your legal name, professional name, address, residence address, business contact information, representation and representation contact information, telephone numbers, fax numbers, email addresses, and other contact information. This information may be used by the Guild to communicate with you including in regard to Guild business including financial matters or otherwise and may be used by the Guild for any purposes related to the business of the Guild including mergers, acquisitions and other business transactions including any dealings with other organizations whether or not related to the Guild.

**5. Resume Data.** On the iActor online casting area of the Site, you may enter resume data about yourself, such as your name, address, professional experience, representation, special skills and training, physical characteristics, portrayable age range, head shots, sound clips, video clips, contact and representation information and other data relevant to your potential employment as an actor ("Resume Data"). Resume Data may also include data the Guild enters automatically from your member records and you are responsible for confirming the accuracy of such information. Your Resume Data will not be available for viewing by third parties until you register your iActor account and elect to make your Resume Data publicly viewable. Please see the iActor Member Guide and Tutorial, as it may be updated from time to time (the "iActor Member Guide"), for more information on the types of data collected in the iActor portion of the Site. Your Resume Data is specifically intended by you to be made available to third parties such as casting directors, producers, directors, agents and others and may be used by such parties to contact you and evaluate your potential employment. You hereby authorize the Guild to make all such disclosures of your Resume Data to third parties as contemplated in the iActor Member Guide and this Agreement. The Guild may disclose your Resume Data via the Internet, in published directories or by any other means. Recipients will be required to agree that they may use such information only to contact you for legitimate employment opportunities and to keep such information confidential and secure, but the Guild cannot make any guarantees of compliance by third parties and the Guild will not be responsible in any manner should such parties fail to comply with their agreements with the Guild, such as, for example, by publishing or re-distributing your Resume Data. The Guild is not responsible for insuring the identity or motivations of such third parties and you release the Guild from any liability or responsibility for the actions or omissions by recipients of your Resume Data.

**NOTE:** Information you post on iActor portion of the Site is not private and may be accessed and viewed by others. The Guild is not responsible for how such information is used by third parties. We recommend that you not disclose your home address, home telephone number or other personal information you may not want generally disclosed. Consider posting the contact information for your agent or manager instead. If you do not have an agent or manager, consider obtaining a post office box and an answering service.

**6. Email Addresses.** When you send email inquiries to the Guild, your return email address is used to answer the email inquiry we receive. The Guild does not use the return email address for any other purpose and does not share the return email address with any third party unless specifically authorized by you in the email inquiry.

**7. Surveys.** The Guild may periodically conduct surveys on the Site or engage others to conduct such surveys. The Guild encourages you to participate in these surveys because they provide the Guild with important information that helps the Guild to improve the types of services the Guild offers and how the Guild provides them. Participation in the Guild's surveys is voluntary. The Guild may take the information The Guild receives from individuals responding to these surveys and combine (or aggregate) it with the responses of other visitors to the site to create broader, generic responses to the survey questions (such as gender, age, residence, hobbies, education, employment, industry sector, or other demographic information). The Guild may then use the aggregated information to improve the quality of the Guild's services, and to develop new services and products and for other Guild-related uses including but not limited to that this aggregated, non-personally identifying information may be shared with third parties. Any parties the Guild engages to conduct such surveys will be required to agree that they may not use such information except to provide it to the Guild and that they must keep such information confidential and secure but the Guild does not guarantee that such parties will do any of the foregoing and the Guild will not be responsible in any manner should such parties fail to comply with such agreement.

**8. Credit Card Data.** When you make payments by credit card online, the Guild shall obtain your credit card and related information but such credit card and related information shall be used only to process your payment and shall not be retained by the Guild. The Guild may use third party services to process your credit card transaction.

**9. Eligibility Information.** To access information about your eligibility to participate in the Guild, you will be required to post your social security number and first and last names. This information will be used by the Guild only for the limited purpose of communicating with you about your eligibility. The

Guild follows generally accepted industry standards to protect personal information submitted to the Guild. We limit access to personal information about you to our employees and agents who we believe reasonably need to come into contact with that information to provide products or services to you or in order to do their jobs. No method of transmission over the Internet, or method of electronic storage, is 100% secure, however. Therefore, while the Guild strives to use commercially acceptable means to protect your personal information, the Guild cannot guarantee its absolute security. Further, the Guild will not be liable for any inadvertent disclosure of any information by the Guild or any other parties in any manner inconsistent with the provisions in such paragraphs. If you do not agree with the provisions of this privacy policy, please send an email to [privacy@sag.org](mailto:privacy@sag.org) and request that we remove your information from such uses. **B. Advertisers and Other Parties.**

Through the Guild and the Site you may be introduced to a variety of other parties and sites including but not limited to vendors of goods and services, providers of other information and other such parties including but not limited to thesagshop.com and other web sites provided under the "Other Links" link on the Site. All these parties are independent contractors and not related to the Guild. The privacy policies and terms of use of these other parties and sites are not under the Guild's control and may differ from the Guild's privacy policy and terms of use. You should carefully review the applicable privacy policies and terms of use prior to accessing and using third party sites. The use of any information you may provide to any other party or site, or the use of "cookie" technology by any other party or site, will be governed by the privacy policy and terms of use of the operator of the other site that you are visiting. In some cases these other parties and sites may share the information that they collect about you with the Guild. If you have any doubts about the privacy or security of the information you are providing to another party or on another site or about the privacy policy and terms of use of such other parties or sites, the Guild recommends that you contact that other party and site directly for more information and review their privacy policy and terms of use. the Guild is not now and never will be responsible for the actions of such other parties in any manner whatsoever, including but not limited to any violation of such privacy policies, terms of use or otherwise. The Guild does not endorse any of these web sites, companies, organizations, or services or the content of any of these web sites.

**C. Your Rights to Opt Out and Change or Delete Your Information.**

If you do not wish to receive e-mail or other correspondence related to the Guild's or other parties' marketing, promotions, products or services, please follow the procedures outlined in the following link: [http://www.sag.org/Content/Public/Email\\_OptOut.htm](http://www.sag.org/Content/Public/Email_OptOut.htm). You may change or delete the information you provide, other than Resume Data, by accessing your on line account. If you desire to cease using the iActor portion of the Site, please remove all Resume Data in your iActor account. To change or delete Resume Data on the iActor Site, please follow the procedures in the iActor Member Guide.

**D. SAG's Rights To Change; Permitted Releases.** The Guild may change this privacy policy or any aspect of it by publicly posting such changes on the Site but without any individual notice to you. If you use the Site after such change is so posted, you will be deemed to have accepted such change and such change shall be made a part of this privacy policy. Notwithstanding anything else in this privacy policy, the Guild may release information when the Guild believes that such release is reasonably necessary to: (1) comply with law, (2) enforce or apply terms of any of agreement between you and the Guild or (3) protect the rights, property or safety of the Guild, other users, or others.

**E. Miscellaneous.** Please see the Terms of Use document for other provisions that apply to your use of the Site.

**F. Effective Date:** The effective date for this privacy policy is August 16, 2007.

**SCREEN ACTORS GUILD PRIVACY POLICY IN REGARD TO CHILDREN UNDER THE AGE OF 13**

This privacy policy in regard to children under the age of 13 ("Children's Privacy Policy") relates to the web site at [www.sag.org](http://www.sag.org) (the "Site"). The Site is provided by Screen Actors Guild, Inc. (the "Guild" or "us") located at 5757 Wilshire Blvd., Los Angeles, CA 90036-3600, ATTENTION: Legal Department/Website Terms of Use and Privacy Policy, email [webmaster@sag.org](mailto:webmaster@sag.org) and the name of the

Guild's agent is Duncan Crabtree-Ireland, General Counsel, located at 5757 Wilshire Blvd., Los Angeles, CA 90036-3600.[SG1] This Children's Privacy Policy is incorporated by reference into the Terms. Portions of this Children's Privacy Policy pertain to the iActor online casting area of the Site and other functionality available only to Guild members in good standing. The Guild encourages parents and legal guardians to become involved in the online activities of their children and to discuss the child's use of the Internet and disclosure of information to any parties. If you are 13 years old or younger, you must provide your parent's or legal guardian's email address or other contact information from which the Guild may obtain your parent's or legal guardian's consent before you give out any information on the Site. Please have your parent or guardian complete the Consent of Parent or Guardian form listed above and return it to us as instructed on the form. The form is available at: <http://www.sag.org/Content/Public/CoppaConsent.pdf>.

We recognize that some of our members are under the age of 13 and yet want to participate in all of the benefits the Guild offers via the Site. Full participation in the Site requires the collection and submission of personally identifiable data. Rather than blocking or restricting access to the Site to those 13 years of age or older, the Guild has opted to make its on line services available to all of its members. In doing so, the Guild desires to comply with the requirements of The Children's Online Privacy Protection Act (COPPA). Effective as of April 2000, COPPA was established by Congress to protect children's online privacy. COPPA requires that Web site operators adhere to specific guidelines regarding the collection and handling of personally identifiable information about children under the age of 13. For more information about COPPA and your child's rights to online privacy, visit the FTC's Kids' Privacy Web site for parents at <http://www.ftc.gov/bcp/conline/edcams/kidzprivacy/adults.htm>. COPPA requires that we provide parents of our younger members with certain information and obtain parental consent prior to permitting members under the age of 13 to access and use the Site.

#### **A. What types of information do we collect about children?**

1. Children can view content on the non -members portion of Site without any personal information being collected. We do not collect personal information from children unless they register on members only portion of the Site.
2. During our registration process we collect a child's first name and last name, parent's e-mail address, parent's telephone number, child's birth date, Guild member number, last four digits of the child's social security number and password. The child is also asked to provide a password hint, in the event the password is lost or forgotten. We collect birth dates to validate the ages of our guests, including children. We also collect a child's-mail address from a parent for the purpose of sending the child e-mail related to their activity with the Guild and on the Site. Note that all sites that are directed to children under 13 are prohibited by law from conditioning a child's participation in an online activity on the child providing more personal information than is reasonably necessary.
3. We may collect personal information from parents in order to allow kids to participate in certain features located on our Web sites. These features may include job boards, instant message chatting, sending e-mail, sending resumes, posting on message boards, interacting with third parties, and other similar activities. In the course of a child's participation in these features, a child may also provide us additional information about himself or herself, such as the contents of his or her chat or message board postings.
4. If a parent allows us to collect personal information about their child, we will permit the child to access and use the iActor online casting area of the Site. On iActor a child may enter resume data about himself or herself, such as name, address, professional experience, representation, special skills and training, physical characteristics, portrayable age range, head shots, sound clips, video clips, and other data relevant to his or her potential employment as an actor ("Resume Data"). Resume Data may also include data the Guild enters

automatically from a child's member records. Please see the iActor Member Guide and Tutorial, as it may be updated from time to time (the "iActor Member Guide"), for more information on the types of data collected in the iActor portion of the Site. We recommend that our members not disclose their home address, home telephone number or other personal information they may not want generally disclosed. This is of particular concern in the case of children. Consider posting the contact information for your child's agent or manager instead or the parent's office contact information. If you do not have an agent or manager, consider obtaining a post office box and an answering service.

#### **B. How do we use and share the personally identifiable information that we have collected about children?**

1. To personalize communications from the Guild to a child (such news and updates), we may use the child's name and mailing address. We may collect a child's e-mail address in order to send a newsletter or other communications relating to his or her membership in the Guild. In addition, personal information regarding a child may be disclosed in the course of a child's participation in certain interactive features such as message boards.

2. The iActor portion of the site is intended to serve as a "job board." On the iActor portion of the site, Resume Data is specifically intended to be made available to third parties such as casting directors, producers, directors, agents and others and may be used by such parties to contact the child and evaluate his or her potential employment. Such third parties can search and view Resume Data of participating Guild members and Guild members may communicate directly with such third parties, including transmission of resume data to them. You hereby authorize the Guild to make all such disclosures of the child's Resume Data to third parties as stated above and contemplated in the iActor Member Guide. Third parties will be required to agree that they may use such information only to contact the child or his or her representative for legitimate employment opportunities and to keep such information confidential and secure, but the Guild cannot make any guarantees of compliance by third parties and the Guild will not be responsible in any manner should such parties fail to comply with such agreement.

3. Except as otherwise disclosed in this Policy, we do not share any information about a child with any affiliated entity or with any third parties unless the disclosure is reasonably necessary: to comply with law, including, for example, to comply with a court order or subpoena; to enforce our Terms of Use, or site rules; or to protect the safety and security of our guests and our Web sites.

#### **C. How do we notify and obtain consent from parents for the collection of information from a child?**

Before allowing a child to use a feature of our Web sites that might result in the disclosure of the child's information to third parties on the Internet, we require the parent to consent in writing to this Children's Privacy Policy, our Terms of Use and our more general Privacy Policy and to provide us with evidence confirming their identity, such as a copy of a valid driver's license. This information is retained by us as evidence that we received parental consent. The parental consent form can be found at the following location:

<http://www.sag.org/Content/Public/CoppaConsent.pdf>.

#### **D. How can parents access, change or delete personally identifiable information about their child ?**

1. At any time parents can refuse to permit us to collect further personal information from their child and can request that any personal information we have collected be deleted from our records. We use two methods to allow parents to access, change, or delete the personally identifiable information that we have collected from their child.

(a) A parent can access, change, or delete his or her child's personal information by logging on to the child's account on the site, <http://www.sag.org>. The parent will need to have their child's member name and password. If your child has forgotten the password, click on 'Forgot Password?' link on the home page and follow the instructions.

(b) A parent can contact our customer service department to access, change, or delete the personal information that we have collected from his or her child by sending an e-mail to [webhelp@sag.org](mailto:webhelp@sag.org). Please include the child's member name and the parent's e-mail address in the e-mail so that we can better assist you with your inquiry or request.

#### **E. How will we notify parents if our Children's Privacy Policy changes?**

We may amend our Children's Privacy Policy at any time. We will provide parents notice by e-mail of any material changes in the way we intend to collect, use, and/or share a child's personal information. Please note that, at all times, parents should update their personal information to provide us current e-mail addresses. We will apply material changes in our Children's Privacy Policy only in conformance with applicable law, including any applicable provisions of COPPA **that require parental consent.**

#### **F. Who do guests contact with questions or concerns about our Children's Privacy Policy?**

If you need further assistance, please send an e-mail with your questions or comments to:

Screen Actors Guild

5757 Wilshire Blvd.

Los Angeles, CA 90036-3600,

ATTENTION: Legal Department/Website Children's Privacy Policy Facsimile:

(323) 549-6624

e-mail: [privacy@sag.org](mailto:privacy@sag.org) You may also telephone us at (800) 724-0767. (If you are not 18 years of age or older, you must have your parent or guardian's permission to call this number.)

#### **CONSENT OF PARENT OR LEGAL GUARDIAN**

Certain features of the Screen Actors Guild (the "Guild") web site require the collection, use and disclosure of personally identifiable information. An example is our new iActor feature, an on line casting site which permits our members to post their resumes which will be searchable by casting directors, directors and others seeking to hire talent.

As you may be aware, state and federal law require the Guild to implement certain protections prior to granting children access to interactive functions of the iActor website. As part of those protections, we are required to obtain "verifiable parental consent" to the child's use of the website. In accordance with those protections, Guild policy is to lock children under the age of 13 out of the portions of our Site that permit the collection or submission of personally identifiable data until we receive your written consent. If your child is 13 or over but under 18 years of age, our policy is to provide him or her with provisional access for thirty (30) days at which time access will be suspended until such time as your child provides us with your written consent.

Accordingly, [click here](#) to read the full children's privacy policy, general privacy policy and terms of use for the Site. Please read these documents and determine if you will provide your consent to your

child's participation in the Site. If you have any questions, you may contact the our **WebHelp department at (323) 549-6789**.

The Guild also encourages parents and legal guardians to review the information on The Site under the "Resources" link especially that related to "Young Performers" and to contact the Guild if you have any concerns.

Kindly sign and date the attached consent form in the space provided and then either mail or fax it back to the Guild at the address or fax number provided. Please also include a copy of your current valid driver's license.

After the Guild receives your letter, the Guild may call you to confirm your identity and status as the parent or legal guardian of the indicated child and that you signed the letter.