



Right of Publicity & AI Clause Decoder

What AI can (and can't) do with your face, voice, and name.

By Lex Nova Lawyer x Thoolie

If Bruce Willis taught us anything, it's that the rights to your image, voice, and digital likeness don't die — but they *can* be signed away. This resource breaks down how AI is rewriting Right of Publicity law, what language to look for in contracts, and how creators can protect themselves.



What This Is

A practical breakdown of **Right of Publicity (ROP)** in the age of AI, including:

-  What counts as NIL (Name, Image, Likeness) under the law
 -  Where AI tools cross the legal line
 -  Red flag clauses and real-world examples
 -  Copy/paste sample language
 -  A soft primer on what your estate needs to protect if you're licensing your image
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What Is the Right of Publicity?

Your **Right of Publicity** protects your ability to control (and get paid for) the commercial use of your:

- Name
- Voice
- Image
- Likeness (photos, avatars, renderings)
- Distinctive traits (e.g., mannerisms, catchphrases, face scans)
- Persona — yes, even *synthetic* ones

In many states, ROP is a **property right** that can survive death and be inherited or licensed (e.g., California: Cal. Civ. Code § 3344.1).

Red Flag Clauses to Watch Out For

These are the AI-era traps we're starting to see in licensing and content agreements:

Clause Language	Why It's a Problem
<i>"Talent grants rights to use their name, voice, and likeness in all formats now known or hereafter devised, including AI-generated versions."</i>	Authorizes digital doubles or clones — without limits.
<i>"Company may synthesize, adapt, or simulate talent's performance using AI or emerging technologies."</i>	You've just given them the right to deepfake you.
<i>"These rights shall be irrevocable, perpetual, and worldwide."</i>	No ability to revoke, terminate, or limit use — ever.
<i>"All results of AI training using talent's voice or image shall be owned by the Company."</i>	They now own a version of you they can use, train, or sell without consent.

Smarter Language to Use or Request

✗ Don't Sign This

✓ Ask For This Instead

"Talent grants all rights to AI uses"	"Talent does <i>not</i> authorize AI, synthetic, or machine-generated use of NIL without specific written approval."
"Perpetual rights in all formats"	"Rights limited to [Term] and [Territories]; excludes future formats not yet known."
"Company owns all outputs"	"Talent retains all rights in any derivative or AI-generated likeness."
"Voice and likeness may be cloned"	"Voice cloning, digital avatars, and synthetic performances are prohibited without separate agreement."



Sample Clause – AI Use Limitation

“Notwithstanding any other provision herein, Talent does not grant any rights for the use, training, replication, or synthesis of their name, voice, image, likeness, or biometric data by artificial intelligence or machine learning technologies. Any such use shall require separate written approval, specifying scope, term, compensation, and control.”

Bruce Willis & The Deepfake Dilemma

Bruce Willis was falsely reported to have sold his image rights for AI-generated performances. While he later denied it, the headline highlighted the legal vacuum around deepfakes and synthetic media.

The takeaway: **Contracts are moving faster than the law.** If your agreement doesn’t explicitly say AI is off-limits, many brands, studios, and platforms will assume it's fair game.

Questions to Ask Before You Sign

- Does this contract mention “synthetic,” “AI,” or “machine-generated” versions of me?
 - Can my **voice or image** be used to train a model?
 - What happens to my rights after the contract ends — or after I die?
 - Do I have approval rights over future formats and uses?
 - Is the company trying to **own** anything derived from my likeness?
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Granting AI Use — In a Controlled Way

Sometimes, licensing AI use is **part of the deal** — for example, if you're:

- Lending your voice to a virtual assistant or NPC
- Creating a digital double for VFX or localization
- Allowing limited use in animation or translation dubbing
- Licensing your avatar for a single campaign or branded project

🧠 In those cases, the key is to **limit the scope, term, use, and ownership**. Here's how.

✅ Smart AI Use Clause (Limited Scope)

“Talent grants the Company a non-exclusive, non-transferable right to use a machine-generated likeness and/or synthetic version of Talent’s voice solely for [describe purpose, e.g., localization dubbing], for a term of [90 days / 12 months], in [specific territory or platform]. All other AI-related uses are prohibited without separate written agreement. Talent retains all rights in and to their image, voice, and likeness.”

🔍 What to Include in Limited AI Grants

Term	Why It Matters
Specific Purpose	Only allow AI use for clearly defined projects (e.g. “Spanish-language dubbing only”).
Duration / Term	Set an end date — after which the license expires.
Territory / Platform	Limit to one platform, country, or campaign.
Ownership Rights	Make it clear the company does not own your voice clone or avatar.
No Derivatives / Training	Prohibit use of your data to create new AI models or outputs.

! Red Flag to Avoid in AI Approvals:

“Talent grants Company the right to use, train, and adapt their voice and likeness in perpetuity for any use across all media.”

That’s not a license — that’s a **digital identity transfer**.

AI Licensing Clause Checklist

How to grant limited AI rights — without giving away your identity.

By Lex Nova Lawyer x Thoolie

Need to license your voice or image for AI use — but want to stay in control?
Use this checklist to make sure your clause protects your likeness, your brand, and your future.

Limit the Scope

✓ What *exactly* is being licensed?

- ☐ Voice only
- ☐ Image / likeness only
- ☐ Full performance capture
- ☐ Avatar / face scan
- ☐ Motion data or body model
- ☐ Other: _____

✓ For what specific purpose?

- ☐ Dubbing / localization
- ☐ Branded campaign / commercial
- ☐ Virtual assistant / game character
- ☐ Animation
- ☐ Other: _____

✓ Use limited to:

- ☐ One campaign
 - ☐ One project
 - ☐ One platform (e.g., Instagram, Hulu)
 - ☐ Specific territory: _____
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Limit the Duration

✓ What is the term of the AI license?

- ☐ Days: _____

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Disclaimer: This checklist is provided for educational purposes only and does not constitute legal advice or establish an attorney-client relationship. Every production is unique, and delivery requirements can vary by distributor, territory, or platform. You should consult a qualified entertainment attorney to review your specific distribution agreements and ensure full compliance with applicable laws and contractual obligations.

- ☐ Months: _____
- ☐ Max expiration date: _____
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Block Ownership & Reuse

- ✓ Include language that:
- ☐ Retains all ownership of your voice/image/likeness
 - ☐ Prohibits resale or sublicensing
 - ☐ Blocks use in future campaigns without written approval
 - ☐ Forbids use to **train models** or create new outputs
 - ☐ Requires deletion or takedown after the license expires
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Bonus: Audit & Approval Rights

- ☐ Do you have the right to **approve** final AI-generated outputs?
 - ☐ Can you revoke consent if the content is used outside scope?
 - ☐ Will you receive **payment** for each use or renewal?
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Lex Nova Tip

AI rights aren't just about now — they're about **your future self**. Always license with a light touch, strong limits, and a paper trail.