

**Dove: My Hair and Me****Background**

Changes in a woman's life often goes hand in hand with changes to her hair, and it takes courage to do both. Dove would like to make short documentary films that celebrate hair as a positive reflection of women's evolving identity, giving them more confidence to embrace change in both.

Target Audience

18-35 year old women around the world. She's down to earth, honest and just like the rest of us, she is filled with big dreams and strong fears. Everyday she learns more and more about who she is and wants to be. She knows that to become 'her' - whether that means moving cities, changing jobs, gaining confidence or letting go - she must embrace change.

Insight

Good or bad, her hair is a reflection of her one-and-only, always-getting-better, self. It is a product of her unique DNA, and just as it reflected who she was yesterday, it reflects who she is today and who she will be tomorrow. It's expresses her style, her energy and her identity. Embracing change in her life and her hair is part of becoming a new version of herself.

What we want?

Make a film that documents how changes in a woman's hair reflect her evolving identity. Stories can be filled with ups and downs, long journeys, hard decisions, picture perfect moments, and even more beautiful disasters. We don't want to portray stereotypes like punk hair, sexy redheads or fun blonds. From curls to cuts to colour, we want to show how hair is an inherently unique and personal symbol of the life only we live - a reflection of who we were, who we are, and most importantly, who we want to be.

Tone

In true documentary style your film should inspire through it's authenticity, honesty and intimacy. Think beautiful, natural movement through visual storytelling, **not** static talking heads or experiments.

Mandatories

- When choosing your woman be sure that she somebody relatable, warm and personable.
- Do not use Dove product in your film.

Length and Usage

Up to 3 mins with potential for :60 and :30 second cut downs for Dove YouTube and Facebook.

MOFILM IDEATION AGREEMENT

This **IDEATION AGREEMENT** is made on

2015

BETWEEN:

- (1) **MOFILM LTD**, an entity organized under the laws of England and Wales with Company Number 6395308 and having its registered office located at 40 Clifton Street, London EC2A 4DX ("**MOFILM**"); and
- (2) **YOU** ("**Filmmaker**" or "**You**").

Filmmaker's Name	_____
Filmmaker's Address	_____
Date of Birth	_____
Business/Cell Phone	_____
Home Tel Number	_____
Email Address	_____
Brand Participant	_____
Project	_____

WHEREAS:

- A. Filmmaker is a creator of advertising-related content as more particularly defined below.
- B. MOFILM provides content-related procurement and production services for advertising purposes.
- C. Filmmaker wishes to pitch to MOFILM certain Content on the terms and conditions set out below.

WHEREBY IT IS HEREBY AGREED:

1. DEFINITIONS

"**Brand**" (or "**Brand Participant**") means the brand partner associated with the relevant Project;

"**Content**" means the Treatment(s), the Script(s) and other content, including without limitation graphics and storyboard materials, created and/or delivered by Filmmaker to MOFILM hereunder;

"**Film**" means an original audio-visual recording created by Filmmaker pursuant to the underlying Treatment/Script on request by MOFILM.

"**Intellectual Property Rights**" means all intellectual property rights, howsoever arising and in whatever media, whether registered or capable of registration, including without limitation, copyright, trademarks, trade names, database rights, patents, image rights, Moral Rights and rights of privacy;

"**Moral Rights**" means the right of integrity, the right of paternity and all other rights customarily referred to as 'moral rights' throughout the world;

"**Project**" means the specific production project for a Brand, for which MOFILM requires Content from Filmmaker;

"**Project Brief**" means the description of aesthetic and technical requirements for the purpose of the creation of Treatments in relation to the Project;

"**Script**" means the detailed written script(s) and/or storyboard(s) in further development of the Treatment, which may serve as the underlying basis for the production of the Film under the Project;

"Treatment" means a set of preliminary written ideas/stories, which may be used for further development for the production of the Script and/or Film pursuant to the Project.

2. FORMAT AND DELIVERY

- 2.1 You agree to submit to MOFILM one or more written Treatment(s) in such format(s) as required in accordance with the Project Brief. You hereby grant to MOFILM the rights to use, reproduce, store, format, adapt, display and/or make available and transmit the Treatment as part of the MOFILM Service and otherwise in relation to the Brand Participant. You acknowledge that your name and other profile information may be publicised to Brand Participant alongside the Treatment.
- 2.2 In the event that MOFILM and/or Brand determine in their sole discretion to select the Treatment submitted by You for further development, MOFILM will instruct You to produce the Script based on the approved Treatment and You shall then deliver the Script to MOFILM in accordance with any requirements and instructions of MOFILM. Notwithstanding and without limiting the above, by signing this Agreement, Filmmaker consents and agrees to assign and transfer to MOFILM (or, at MOFILM's direction, to the relevant Brand Participant), in accordance with Clause 4 below, all right, title and interest in and to such Content.
- 2.3 MOFILM shall review, assess and evaluate all Content for compliance with the requirements set out in the Project Brief and general industry standards to be expected of reasonably experienced professionals in the marketing and advertising industry. MOFILM may, in its sole discretion, remove, delete and/or forfeit Content it deems inappropriate or otherwise non-compliant. Once delivered, Content will not be returned.
- 2.4 In the event that MOFILM in its reasonable discretion considers that changes to Content are required, MOFILM may request that Filmmaker resubmits any item of Content incorporating changes recommended by MOFILM. Filmmaker agrees to revise and re-submit such Content on request and deliver the revised Content to MOFILM within a reasonable period (or, where specified by MOFILM, within the required period).

3. FEES

- 3.1 In the event that MOFILM and/or Brand shall select the Treatment submitted by Filmmaker for further production/development of the Script, MOFILM shall pay to the Filmmaker a fee in the amount of five hundred US dollars (\$500) ("**Fee**"), subject always to timely delivery of the Script or any amended version thereof as instructed by MOFILM. In the event that the Filmmaker is engaged to produce the audio-visual Film further to the Script pursuant to the Project, the Fee herein shall be counted towards the fee payable to Filmmaker pursuant to the "Filmmaker Agreement" entered in connection with the production of such Film.
- 3.2 You acknowledge and agree that the opportunity to pitch for the offer to participate in the Project constitutes sufficient consideration for your services hereunder. You acknowledge and agree that in the event that the Treatment You submit is not selected for any further development, no further consideration in any form (whether in the form of financial payment or any other benefit) shall be payable to you by MOFILM, the Brand Participant or any third party.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Subject to payment of the Fee, Filmmaker hereby assign to MOFILM (by way of present and future assignment) all rights, title and interest in and to all Content (including without limitation any delivered Treatment and Script), including all Intellectual Property Rights contained therein, and any subsequent changes made, or additional material later provided, by Filmmaker hereunder. For the avoidance of doubt, the rights assigned hereunder shall include (without limitation) the exclusive, worldwide rights to use, reproduce, distribute, display, publicly perform, exhibit, broadcast, transmit, create derivative works from, license and/or make available the Content and Filmmaker acknowledges and agrees that MOFILM intends to sub-license or fully assign such rights to Brand.

- 4.2 Filmmaker hereby agrees, at the request of MOFILM, to execute all such further documents and do all such further acts as MOFILM may require in order to vest in MOFILM and Brand the rights hereby intended to be licensed and/or assigned.
- 4.3 To the fullest extent legally possible in each country of the world, Filmmaker (and that each other person contributing to Content, if any) irrevocably waives all Moral Rights in and to the Content in relation to all uses thereof by MOFILM and Brand (and their respective licensees or assignees).
- 4.4 The brands, products and service names of MOFILM and Brand are the trademarks or trade names of MOFILM, Brand or their trading partner. Where permitted, Filmmaker's use of such trademarks is limited to use within Content for the purposes of this Agreement and such authorisation may be withdrawn at any time. Filmmaker may not use such trade marks for any purpose other than within Content for the purposes of this Agreement and Filmmaker hereby undertakes after the close of the Project not to use such trademarks and to delete or destroy all such use of such trade marks in Content controlled by Filmmaker.
- 4.5 Filmmaker agrees and acknowledges that Filmmaker shall treat (i) all information provided to Filmmaker hereunder; and (ii) the Content and all elements thereof, as confidential information of MOFILM and/or Brand and shall not disclose such confidential information to any third party without prior written permission of MOFILM.
- 4.6 To the maximum extent permitted by law, Filmmaker explicitly releases, discharges and holds harmless Brand, its affiliates, subsidiaries, successors and assigns, and its respective directors, officers, employees, shareholders, attorneys, representatives and agents, from any and all liability, actions, causes of action, damages (whether actual, incidental or consequential), claims and demands whatsoever in law or equity, including all costs, which s/he now has or may assert.
- 4.7 Filmmaker acknowledges and agrees that use by MOFILM or the Brand of material similar or identical to (or containing features or elements similar or identical to those contained within) any material submitted by Filmmaker shall not obligate MOFILM and/or Brand to negotiate with Filmmaker nor entitle Filmmaker to any compensation if MOFILM and/or Brand determines that it has an independent legal right to use such material (either because such features or elements were not new or novel or were not originated by Filmmaker or were or may hereafter be independently created by or submitted to MOFILM).

5. WARRANTIES

- 5.1 Filmmaker warrants and represents that: (a) it has the right and power to enter into and fully perform all of its obligations under this Agreement; (b) it will comply with all applicable laws in the performance of its obligations hereunder; and, (c) it shall bear and pay any and all governmental taxes, duties and customs of any kind, however designated, levied or based in any way upon its own performance of this Agreement.
- 5.2 With respect to all Content provided by Filmmaker hereunder, Filmmaker hereby warrants and represents that Filmmaker personally created, wrote and produced such materials and all materials contained within such materials, and/or that Filmmaker has obtained all necessary written releases for the uses contemplated hereunder from the owner(s) of those materials for such use on a fully paid up basis that allows usage in all media, worldwide, for all lawful purposes, in perpetuity. If Filmmaker intends to provide any material comprising or containing any pre-existing third party content, Filmmaker shall inform MOFILM and provide details at the time of delivery and provide a written licence and/or a written release for all contemplated use.
- 5.3 Filmmaker warrants and represents that all content and material used in Content has not previously been communicated to any party, displayed publicly, published or used on any website or broadcast or in any other communications in any country of the world.
- 5.4 Filmmaker warrants and represents that any use within Content of photos, graphics, text or other material created, licensed or otherwise owned or controlled by any third party has been

cleared in writing for all relevant rights and made known to MOFILM at the time of delivery. Filmmaker agrees to produce written evidence of such rights clearances at the time of delivery of Content.

- 5.5 Filmmaker warrants and represents that Filmmaker does not currently, and will not in future use, exploit, submit or authorise or cause any other person to use for any purposes, material which is the same as or substantially similar to the Content.
- 5.6 Filmmaker hereby indemnifies MOFILM (together with its associated, subsidiary and affiliated companies) and shall hold it harmless from and against any and all liability, loss, damages, costs, legal costs and disbursements, professional and other expenses of any nature whatsoever incurred or suffered by it, arising by reason or in consequence of any breach by Filmmaker of any of the representations, warranties or obligations of Filmmaker hereunder.
- 5.7 Filmmaker agrees to notify MOFILM immediately but in no event later than three (3) days after it becomes aware of any actual or threatened infringement, dilution or other impairment of any item of Content ("**Infringement**"). Upon receipt of such notice, MOFILM shall decide whether to assert or file any legal or equitable proceedings ("**Action**") with respect to such Infringement at its sole discretion. If any such Infringement has occurred, MOFILM may, in its sole discretion exercisable upon notice to Filmmaker, either pursue the Action or authorise Filmmaker to prosecute the Action in Filmmaker's own name. In the event MOFILM elects to pursue such Action, Filmmaker shall reasonably cooperate with MOFILM in the Action. If MOFILM authorises Filmmaker to pursue the Action, Filmmaker shall advise MOFILM of all developments in connection with the Action of which Filmmaker becomes aware and MOFILM shall have the right to participate in such Action.
- 5.8 Filmmaker agrees that Brand and/or MOFILM shall not be liable for any loss or injury sustained by Filmmaker, or Filmmaker's contractors, resulting from participation in the Project or acceptance or use of any Fee or other benefit provided by MOFILM or Brand.

6. GENERAL

- 6.1 If either party waives any breach of this Agreement committed by the other party, such waiver shall not be deemed to be a waiver of any subsequent similar breach or of any other breach at any time.
- 6.2 The parties agree that Filmmaker's obligations hereunder and/or participation in a Project creates no partnership, client, fiduciary or other professional or employment relationship.
- 6.3 If any provision of this Agreement shall be determined by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect. Termination of this Agreement shall not release either party from any of its obligations hereunder which are intended to have a continuing effect.
- 6.4 This Agreement shall be personal to Filmmaker, and Filmmaker shall not be entitled to assign any of its rights or obligations hereunder without the prior written consent of MOFILM.
- 6.5 Other than with the express written approval of MOFILM, Filmmaker agrees and undertakes not to provide content or services for, engage directly or otherwise have unsolicited contact with, any Participating Brand, for a period of twelve (12) months following termination of this Agreement (or, if later, following the closing date of the Project hereunder).
- 6.6 Filmmaker agrees that in the event of any default of any of the terms of this Agreement by MOFILM (or any third party), Filmmaker's only remedy will be an action at law for damages actually suffered by Filmmaker (if any) and in no event shall Filmmaker be entitled to rescind this Agreement or to receive any injunctive or other equitable relief or to restrain the distribution, exhibition, advertising or other exploitation of any Content acquired by MOFILM hereunder or of any rights granted or assigned under this Agreement. In the event of any breach of the terms and conditions contained in this Agreement by MOFILM, the aggregate

liability of MOFILM in connection with this Agreement shall be limited to damages which shall not exceed the amount actually received by Filmmaker hereunder.

- 6.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.
- 6.8 All rights and obligations hereunder shall be construed and interpreted in accordance with the laws of England and Wales and the Courts in London shall be the sole court of competent jurisdiction.

IN WITNESS WHEREOF the parties have executed this Agreement on the date first written above:

SIGNED by

.....
for and on behalf of **MOFILM LTD**

SIGNED by

.....
for and on behalf of **Filmmaker**