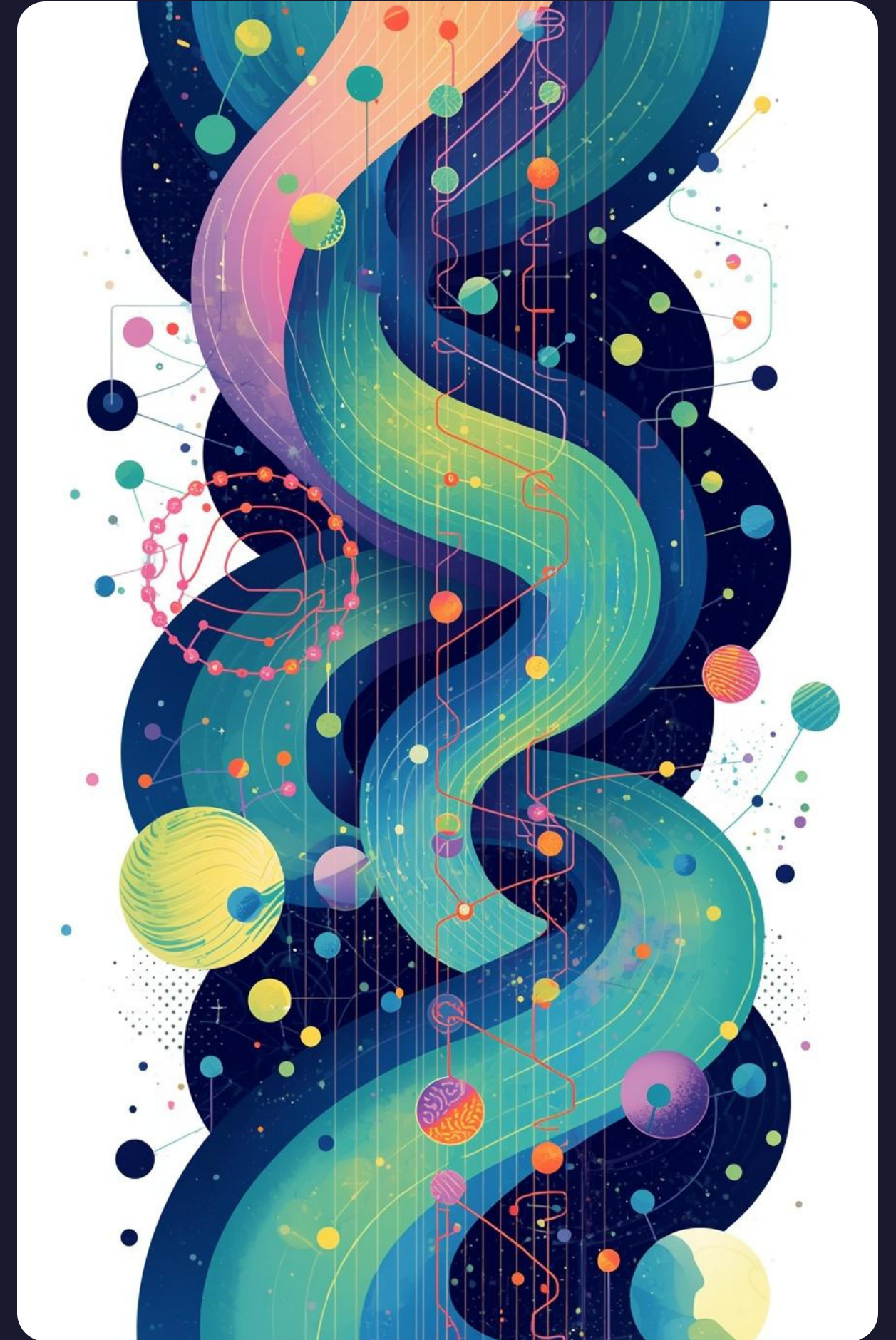




GUIDELINES OF TRUSTWORTHY AI USAGE



Premissis: For the responsible use of generative AI in client relationships, we believe it is essential that all parties involved are to be adequately informed of the ethical and legal conditions associated with this tool, so that the client, also based on the production company's instructions, can choose the workflow best suited to their needs.





CONTEXT AND REGULATORY FRAMEWORK

This best practice recommends principles, operating rules, and legal precautions for the use of generative artificial intelligence systems by audiovisual production companies, content factories, and advertising agencies. The goal is to promote awareness of AI tools so that clients can choose the workflow that best suits them in terms of cost, security, and ethics.

The goal is to enable the use of AI as a tool to support creativity and production efficiency, while ensuring:

- *Ethical use with the centrality of the human being*
- *protection of trade secrets and confidential customer information;*
- *respect for copyright and related rights;*
- *protection of the image, voice and personal data of the people involved;*
- *compliance with European and Italian regulations regarding AI, privacy and intellectual property*

THE USE OF GENERATIVE AI IN THE ADVERTISING SECTOR LIES AT THE INTERSECTION OF FOUR REGULATORY "LAYERS":

*TRADE SECRETS AND
CONFIDENTIALITY*

*SPECIFIC REGULATION
OF AI (AI ACT AND LAW
132/2025)*

*COPYRIGHT, RELATED
RIGHTS AND
EXCEPTIONS FOR TDM*

*PERSONAL DATA
PROTECTION (GDPR AND
PRIVACY CODE)*



TRADE SECRETS AND CONFIDENTIALITY

Directive (EU) 2016/943, implemented by Legislative Decree 63/2018, protects as trade secrets any company information and technical or commercial know-how that is secret, has economic value in itself, and is subject to reasonable protection measures. In the production context, this category includes, for example, campaign concepts, creative strategies, naming, price lists and non-public promotional terms, packshots and renderings of unlaunched products, and 3D product or packaging designs and models.

COPYRIGHT, RELATED RIGHTS AND TDM EXCEPTIONS

Directive (EU) 2019/790 (DSM), implemented by Legislative Decree 177/2021, introduces mandatory exceptions for text and data mining, distinguishing between scientific research uses and other uses, including commercial ones, within specific limits. TDM allows for the automated extraction of information from digital materials, including copyrighted materials, but its extension to generative models is the subject of much debate, especially when the datasets include works and artistic interpretations. Law No. 132 of 23 September 2025, the first comprehensive Italian law on AI, reaffirms the centrality of human creative input for the protectability of works and restricts the indiscriminate use of protected content for commercial data mining.

SPECIFIC REGULATION OF AI (AI ACT AND LAW 132/2025)

Regulation (EU) 2024/1689 (“AI Act”) establishes harmonized rules on the development, placing on the market and use of AI systems, with a risk-based approach (prohibited practices, high-risk systems, limited risk, minimal risk).

Law 132/2025, coordinated with the AI Act, introduces, among other things, Article 612-quater of the Criminal Code on the unlawful dissemination of content generated or altered with AI, and the principles of transparency, security, protection of the dignity of labor, and protection of privacy in contexts where AI is used.

PERSONAL DATA PROTECTION (GDPR AND PRIVACY CODE)

Regulation (EU) 2016/679 (GDPR) and Legislative Decree 196/2003, as amended, apply to any processing of personal data using AI systems. While they rarely process special categories of data, production companies regularly handle faces, voices, contexts, and metadata capable of identifying individuals. When these elements enter an AI tool, roles and responsibilities, legal bases, transfers outside the EU, and data subject rights must be defined.

2. MATERIALS UPLOADED TO AI TOOLS: TRADE SECRETS AND INDUSTRIAL PROPERTY

It is crucial to understand the types of materials uploaded to AI tools and their legal protections, as risks include unauthorized reuse and leakage of trade secrets.



In the practice of creative and production departments, AI tools are powered by:

- photos and renders of products not yet launched;
- unpublished scripts, copy and storyboards;
- presentations with offers, strategies and media plans not communicated to the market;
- 3D models and mockups of packaging or devices covered by patents or registered (or registrable) designs;
- provisional naming, claims, positioning;
- reference with faces of potential testimonials

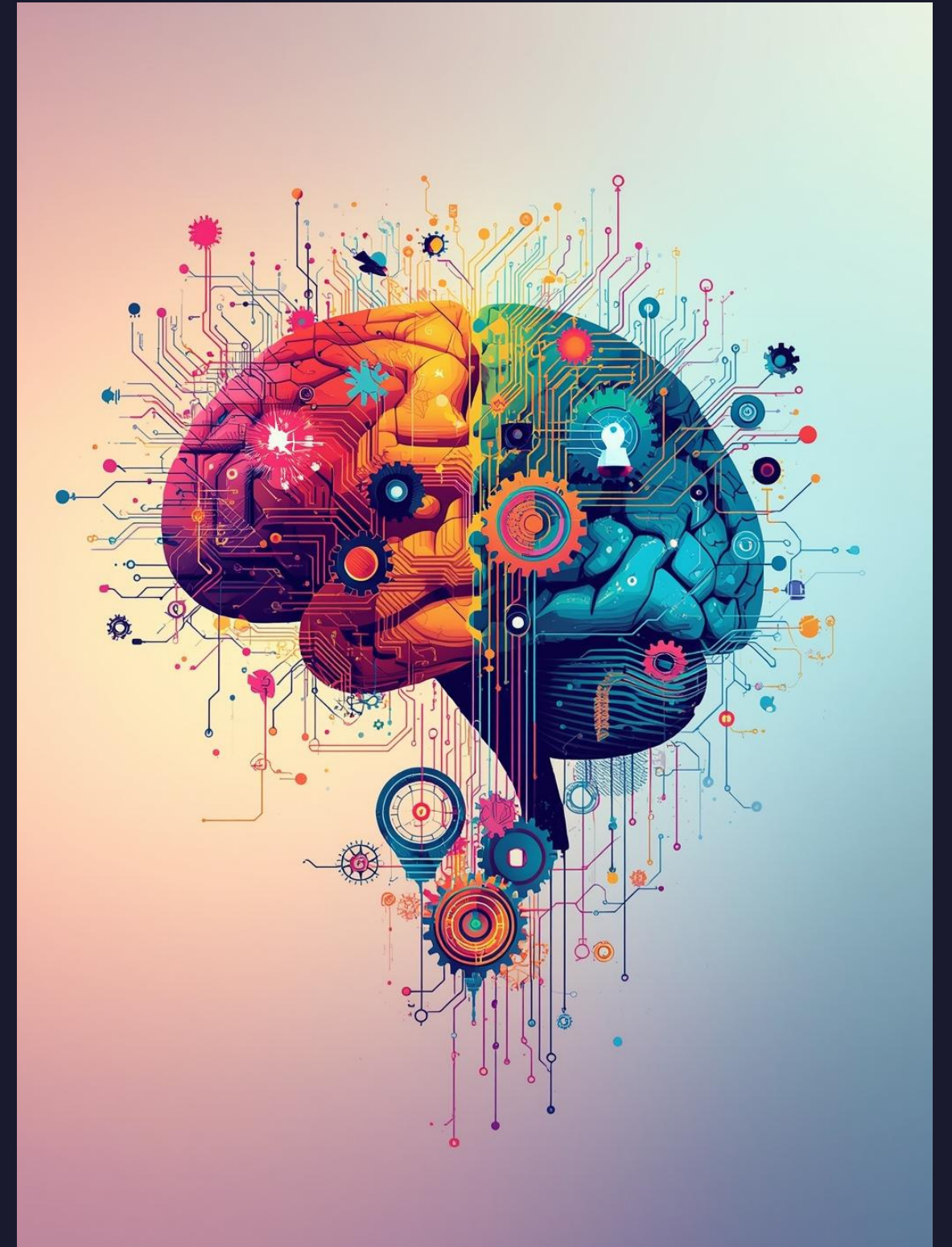
These materials are almost always brand trade secrets, pursuant to Directive and Legislative Decree 63/2018; works or content covered by copyright and/or industrial property rights, or contractually confidential materials, protected by NDAs, master service agreements, production or service contracts.

The use of AI on these assets therefore does not concern neutral material, but legally sensitive content.

BUT WHERE'S THE RISK?

The fact is that many generative AI services store inputs on the provider's servers, can then use them for training, fine-tuning, or improving the model, and provide broad licensing benefits to the provider on the uploaded content.

This setup potentially conflicts with brands' secrecy and trade secrets. The habit of systematically uploading patentable packshots, strategies, concepts, and designs to unapproved tools, with unclear terms of use or lacking non-training guarantees, can be interpreted as a lack of "reasonable measures" of protection under trade secrets law. If information were to leak, not only could the relationship with the client be jeopardized, but the very status of the trade secret itself.



Furthermore, customer agreements almost always include confidentiality clauses, scope limitations ("exclusive use for project X"), and a prohibition on sublicensing. Accepting terms of use that grant the provider worldwide, transferable, and sublicensable licenses to the uploaded content may constitute a breach of contract and create risks of reuse of the brand assets across generations by other users. Law 132/2025 places particular emphasis on transparency, security, and confidentiality. For a party managing strategic brand assets, uncontrolled use of GenAI in the pre-production and pitching phases may be interpreted as a sign of a lack of adequate governance.

CONSEQUENTLY, IT IS NECESSARY THAT:

- the tools are selected and approved by the client after having provided them with a legal/IT analysis of the terms of use, data processing conditions and trade secret clauses;
- reasonable confidentiality measures are adopted and documented (positive list of approved tools, use of on-premise or open source templates for highly sensitive content, access segmentation, separate accounts for experiments).
- Where required, work locally with open source models with Apache 2.0 certifications

3. COPYRIGHT AND THIRD PARTY RIGHTS ON INPUT

This best practice recommends principles, operating rules, and legal precautions for the use of generative artificial intelligence systems by audiovisual production companies, content factories, and advertising agencies. The goal is to promote awareness of AI tools so that clients can choose the workflow that best suits them in terms of cost, security, and ethics.



Production companies often use AI on reference materials, such as film stills, stock photos, images from famous commercials, music tracks, or graphic layouts. Uploading such materials generally constitutes an act of reproduction and making them available to the provider and, if the provider uses them for training, may result in the contribution of authorship data to a training dataset.

The DSM Directive's TDM exceptions are not intended to provide a general license for the mass training of generative models on any available content, particularly for commercial purposes. The ability to exploit these exceptions is limited and subject to opt-out by the data owners.

It follows that moodboards and references must be treated, as a precaution, as protected works, and that uploading to AI is permissible only if covered by an applicable license or exception. Any reuse for training purposes by the provider cannot be taken for granted.

However, accepting terms of use that provide broad licenses to the AI provider carries the risk of granting third parties more extensive rights than the production company has, contrary to contractual obligations. This may result in a breach of contract with the client, our liability for any reuse of brand assets by the provider, and consequent difficulty in fulfilling requests to delete or remove input from the provider's system.

THE OPERATIONAL CONSEQUENCES ARE THAT:

- It is not recommended to upload third-party or customer scripts, images, audio, or other content into AI tools without permission from the owner of such materials;
- the authorization must be traceable and specific (contracts that expressly provide for the use of AI and define its methods and limits);
- Prompts must not solicit the direct reproduction of recognizable author, brand, or campaign styles, nor mention names or logos without releases;
- It is preferable to describe mood, tone and general characteristics rather than directly referencing works, brands or people.

4. AI-ASSISTED OUTPUTS: COPYRIGHT, PLAGIARISM, IMAGE, AND DEEPFAKES

Copyright protects only works resulting from human intellectual creation. AI can be used as a tool, but protection exists only if the resulting work incorporates substantial human creative input.



If a key visual, scene, or concept is generated almost entirely by a model from generic prompts, with only marginal human intervention, their protectability as an independent intellectual work is uncertain. This directly impacts the contractual guarantees of ownership provided to clients. It is therefore necessary to organize the process in such a way as to demonstrate that the AI-assisted output delivered was actually subjected to human creative choices (elaborate prompts, editing, composition, artistic direction) and that these choices are traceable at least at the workflow level. Furthermore, where possible, it is important to use proprietary references and assets, both to strengthen the role of AI as a mere execution tool and to consolidate the human origin of the generated asset and, consequently, its suitability for copyright protection.

THE PRODUCTION COMPANY SHOULD THEREFORE:

- avoid prompts that encourage imitation of well-known works;
- subject AI-assisted outputs to a critical review, taking into account existing campaigns, particularly those of competitors;
- intervene with rework activities where the similarity is excessive in the structure, concept or visual language;
- Involve, where possible, through dedicated and specific contracts for the use of AI, industry professionals such as authors, actors, speakers, musicians, illustrators, and similar figures.

5. AI ACT, LAW 132/2025, AND GOVERNANCE OBLIGATIONS FOR ADVERTISING AGENCIES



The processing of data relating to the image and voice of actors, models, testimonials, extras, voice actors, and speakers is much more common than health or political data procession.

AI technologies make it possible to rejuvenate or modify features, expressions and body, or generate never-before-filmed scenes from existing material, or even clone or synthesize the voice to make the subject say words never spoken. Without specific and informed consent, such operations may violate the right to image and voice, infringe the related rights of performing artists, and constitute criminal offenses (defamation, fraud, impersonation, and the deepfake offense pursuant to Article 612-quater of the Criminal Code) if the use is misleading or harmful. The AI Act therefore requires clear labeling of realistic synthetic content; Law 132/2025 provides criminal penalties for the dissemination of harmful or misleading deepfakes.

IT FOLLOWS THAT:

- the use of AI on image and voice must be regulated by specific contractual clauses with talent and interpreters, which define permitted treatments, limits and compensation;
- Content incorporating realistic digital replicas must be accompanied by appropriate transparency tools (watermarks, signs, production notes, online disclaimers);
- Potentially misleading or harmful uses must be excluded or subjected to prior legal scrutiny.

Production companies, as professional users (deployers) of AI systems, are not normally providers, but are held responsible for how they select, configure, and integrate these systems into their processes.

Standard advertising content production generally falls within the scope of limited-risk systems, but transparency and proper use of synthetic content still apply. Furthermore, the risk increases when campaigns address sensitive political or social issues or target vulnerable audiences.

Law 132/2025, in addition to the criminal profile of deepfakes, addresses transparency for workers, who must know when and how AI is involved in the process, and protects the dignity of work, preventing AI from secretly replacing creative, technical, or artistic tasks without discussion and adequate contractual regulation.

THE PRODUCTION COMPANY SHOULD THEREFORE:

- formally recognise your role as deployer, including in internal documentation;
- distinguish between standard projects and sensitive projects, providing greater protection for the latter;
- adopt an internal protocol on deepfakes and digital replicas, which regulates usage criteria, labelling methods, and consent collection procedures;
- Integrate clauses on AI, transparency, and dignity of labour into contracts with creative talent and workers;
- update HR policies, codes of ethics, and internal regulations;
- Train creative, production, and HR departments on the AI Act, Law 132/2025, the role of deployers, and the correct use of deepfakes and synthetic content.

6. INTERNAL POLICY, CONTRACTS AND WORKFLOW: OPERATIONALIZING THE DECALOGUE



To make this all operational, **AN INTERNAL AI POLICY IS NEEDED TO:**

- list the tools and specify their terms of use with respect to the context defined in Article 1 for the evaluation of the client;
- distinguish uploadable materials (placeholders, mocks, anonymous versions) from prohibited materials (final packshots, non-public strategies, protected designs) that require the original owner's approval;
- define criteria for drafting prompts, with express prohibitions on references to identifiable styles, brands, and characters;
- introduce logging and traceability requirements for relevant projects (AI project sheet indicating the tools, inputs and outputs actually used);
- provides for a human review focused on factual accuracy, absence of discriminatory bias, and consistency with the brand's values;
- regulate security measures (credential management, access, periodic deletion of chats);
- includes periodic review of the policy based on regulatory and technological developments.

WITH CUSTOMERS, THE CLAUSES MUST:

- Clarify in which phases AI can be used (generation, ideation, pre-visualization, final content);
- exclude the uploading of secret assets to unapproved tools or tools with incompatible terms of use;
- specify that AI content will be, where possible, clearly marked
- (at the client's discretion) study and share the workflow for the creation of the requested content, including sharing the terms of use of the tools used;
- reiterate specific commitments to protect trade secrets.

WITH TALENT, ACTORS, AND VOICE ACTORS, RELEASES MUST:

- explicitly regulate the use of AI on image and voice (digital replicas, de-aging, speech synthesis, new performances);
- set limits of purpose, duration and context;
- provide compensation for AI-driven uses;
- Implement the transparency and proper management obligations of deepfakes arising from the AI Act and Law 132/2025.

WITH IT IS THEREFORE ADVISABLE TO PRESENT THE AVAILABLE WORKFLOW OPTIONS TO THE CLIENT:

- Exclusive use of local/on-premise templates for highly confidential projects;
- hybrid workflow with cloud AI only on anonymous or low-sensitivity content;
- AI-free workflow, upon customer request.
- The choice must be formalized and attached to the contract, constituting an element of accountability and preventing misunderstandings.

7. LICENSES AND CHAIN OF RIGHTS

Proper license management is essential to ensuring the continuity of the rights chain when using generative AI tools. There are essentially two types of licenses to consider in this case to fully protect all parties involved:

- licenses acquired, released by the rights holders to the Production Company (CDP);*

licenses released by CDP to the client/customer on the generated content.



INBOUND LICENCES

are those with which rights holders (for example: authors, directors, screenwriters, actors, voice actors, speakers, musicians, illustrators, graphic designers, and holders of rights to pre-existing materials) grant CDP the right to use their works, images, voices, performances, and contributions (hereinafter also "materials"), including within workflows that employ AI systems.

Such licenses must be granted by the rights holders in writing and expressly authorise CDP, with informed consent, to use their proprietary materials as reference materials for generation with AI tools (to the extent permitted by applicable law), whether local or on-premise, as elements of instruction, training, and fine-tuning, as well as data sets for AI models. The rights holders unconditionally agree that such materials may be modified and altered from their original form without the possibility of challenge.

These licenses will clearly indicate the scope of their grant, according to the following terms:

- the territorial scope (e.g. Italy, Europe, world) of use;
- the duration of the license and the term of exploitation;
- the means and channels of distribution (TV, cinema, digital, social, OOH, radio, events, internal, etc.);
- the types of exploitation (reproduction, processing, synchronization, any digital replicas, adaptations, versions and cuts);

They must also contain a specific section on the use of AI for:

- generate or modify the image, voice or performance of the subject (de-aging, digital replicas, voice cloning, etc.);
- use the materials as input or reference for AI systems, clarifying any limitations or exclusions;
- Obviously remaining compatible with moral and personality rights (image, voice) and any applicable collective agreements and sector regulations.

IT IS UNDERSTOOD THAT THE LICENSE DOES NOT REPLACE THE OBLIGATIONS REGARDING PERSONAL DATA PROTECTION, WHICH MUST BE FULFILLED INDEPENDENTLY (LEGAL BASIS, INFORMATION NOTICES, DPA, ETC.).

This second type of license is whereby CDP, as the owner or legitimate licensee of the rights to the content (including AI-assisted content), grants the client the right to use such content within the agreed-upon limits. Consistent with the declarations regarding the role of AI (a support tool with substantial human creative input), the intellectual property is assigned to CDP as it is the entity that provides the substantial human creative input to the generated content so that it can be protected by copyright and therefore marketed.

For this reason, the licenses must provide that CDP grants the client a license to use (exclusive or non-exclusive, depending on the agreements) the specific content generated, based on the following terms:

- territory (i.e., Italy / Europe / world);
- duration (exploitation period, any windows and extensions);
- media and channels (TV, cinema, online, social, DOOH, print, events, B2B, internal uses, etc.);
- types of exploitation permitted (dissemination, adaptation, cuts, versions, localizations, subsequent editing);
- the client's ability to, in turn, carry out further processing with AI tools and/or use the content as a training dataset for its own systems, and under what conditions.

The CDP must ensure that:

- the rights of third parties on any pre-existing materials involved (including those on pre-existing materials and on contributions from talent/professionals) have been acquired to a sufficient extent to allow the license to the client, within the agreed limits;
- any limitations (exclusions from certain contexts of use, sectors, territories) are regulated; the consequences in the event of disputes by third parties (indemnity regime, limits of liability, obligations of cooperation).

In this way, the chain of rights is clear, also with a view to possible future renewals, on both sides: towards the rights holders, who authorize the use of their works/performances, including in AI processes, and towards the client, who receives a license defined by territory, duration, and means, on content whose ownership and lawful use have been adequately protected.

THANK YOU