



To: National Creative Industries Group K.S.C.C. (NCIG)

Address: NCIG Studio Campus, Block 8, Sabhan Industrial Area, Kuwait City,  
KUWAIT

E-mail: [Incubation@ncig.com.kw](mailto:Incubation@ncig.com.kw)

**APPLICANT SUBMISSION LETTER**

***NCIG TV Writers' Lab 6x6 in partnership with Netflix***

I \_\_\_\_\_, holding Civil/National ID no. or Passport no. \_\_\_\_\_, reside at \_\_\_\_\_ am an independent writer and/or creator and desire to apply and, if selected by NCIG, to participate in the ***NCIG TV Writers' Lab 6x6 in partnership with Netflix*** ("Program").

By signing this Letter, I hereby acknowledge and accept the Terms and Conditions in Schedule 1 (below).

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The Applicant

Signature:

Name:

Date:

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## **SCHEDULE 1**

### ***Terms and Conditions***

#### **1. Eligibility Criteria:**

1.1 You may apply to the Program if you are an individual who:

- Is 18 years or older at the time you submit your Application;
- Is based in GGC (Gulf Cooperation Council) countries
- Is a writer with an Arabic-language TV series in early stages of conceptualization or development;
- Has not committed the submitted Project to a producer or a director: you must have complete autonomy over your Project;
- Submits a project which is authentic and original;
- Owns the IP Rights to the project being submitted and/or submits the project without infringement on the IP Rights or other rights of third parties
- Has a good speaking and writing command of English and Arabic
- Is committed to attending the Program in person and fully participating in all sessions, scheduled to take place at the NCIG studio campus in Kuwait.
- Past writing experience is required. A participant must bring adequate TV/Film screenwriting experience , i.e. previously credited as a writer/co-writer in one or two GCC-led projects

NCIG reserves the right to disqualify you from the selection process or to remove you as a Participant from the Program if, in NCIG's sole judgment, you do not meet one or more of the Eligibility Criteria and/or have not complied with this Letter and/or have engaged in any conduct that is detrimental or unfair to Netflix, NCIG, the Program, or any other Applicant or Participant. NCIG reserves the right to request from you at any time documentary proof of eligibility to the Program or compliance with this Letter.

#### **2. Applying to the Program:**

2.1 You must submit a complete Application through the Site before 5pm (GMT +3) February 1, 2024 to be considered as a Participant. NCIG will not consider



Applications which it receives late, or which are unreadable, inaccessible, or incomplete.

- 2.2 You may submit up to two (2) Projects for consideration but must submit a different Application for each Project. All Projects must be in Arabic. All Applications must include all information requested in the application form on the site and may be made in English or Arabic.
- 2.3 Any questions/comments regarding the program may be submitted to the following email: [incubation@ncig.com.kw](mailto:incubation@ncig.com.kw)
- 2.4 By submitting your Application, including the Project, and participating in the Program (if applicable), you acknowledge and agree that:
  - 2.4.1 NCIG's only obligation with respect to your Application is to accept the Application for review, to the extent NCIG deems it appropriate and complete. No other obligation or duty on NCIG or Netflix's part shall arise from or be implied as a result of your submission of your Application. Without limiting the foregoing, you understand that NCIG is under no obligation whatsoever to select you as a Participant for the Program;
  - 2.4.2 you are submitting the Application and Project voluntarily, and not in confidence, and that no confidential, fiduciary or any other relationship whatsoever is intended or created between you and NCIG or Netflix;
  - 2.4.3 NCIG and/or Netflix may have access to and/or may develop or have accessed or developed materials and ideas which may be similar or identical to the Project in theme, idea, plot, format or other respects, and neither shall be obligated to compensate you for or refrain from the use of any elements of the Project which are not protected by copyright laws, including, by way of illustration, ideas, historical or factual matters or other public domain elements or aspects of the Project;
  - 2.4.4 you will not be entitled to any compensation because of the use of any such similar or identical material which may have been independently created or developed by NCIG or Netflix which may have come to NCIG or Netflix from any other independent source at any time.

### **3. Selection of Participants:**

- 3.1 The purpose of the Program is to:
  - Identify six talented storytellers and work with them in developing their Projects into industry-recognized pitch documents (decks).



- Build compelling content and expose the selected storytellers to the creative tools and industry insight needed to become world-class episodic TV writers.
- Create a diverse and enriching writers' room experience for the selected creators.
- Allow Mentors and Participants to interact, collaborate, and build long-term relationships.
- Develop the larger visual storytelling process in the region, especially as it pertains to the medium of television, and provide equitable opportunities for aspiring creators to delve into the industry.

3.2 Participants to the Program will be selected amongst all Applicants who meet the eligibility criteria (Section 2 hereof) in a process consisting of the following steps:

- All online Applications will be evaluated by NCIG and Mentors. In addition to other markers, an Applicant's eligibility, project originality, creativity, and story proficiency will be measured.
- NCIG will submit a shortlist of approximately 30 applicants to Netflix for input, further to which NCIG will provide a shortlist of approximately 10 applicants to select the Participants from in collaboration with and with input and approval from Netflix in the final selection. The contents of the Application, including the Project and your name, bio and Application, will not be shared with Netflix, except for those 30 shortlisted Applicants, for whom the Project and some personal information (including name, bio, portfolio and personal statement) will be shared with Netflix as part of the selection process and Program itself.

#### 4. The Program:

4.1 The Program will be held in person at the following time and place:

- Location: NCIG Studio Campus, Kuwait
- Date: April 20, 2024 – June 1, 2024
- Lab hours: Week 1 (10am-7pm Sat, 4pm-9pm Mon-Thurs), Weeks 2-6 (10am-5pm Sat, 4pm-9pm Mon-Thurs)



and you acknowledge that, if you are selected to be a Participant in the Program, you will have to commit these 6 weeks of intensive lab hours to the Program on location.

4.2 As part of the Program, Participants will pitch their Project to Netflix during the Program's closing week (week 6) or soon thereafter. Pitches will be attended by Netflix executives either virtually or in-person.

4.3 Participants will receive:

- Mentoring and virtual master classes by Mentors and Master Class Instructors.
- Networking and collaboration opportunities with other Lab 6x6 Participants.
- Sessions (online) with the Netflix development team, and the opportunity to pitch final Projects to the Netflix executive team, which will have a first look on your Project (as contemplated herein).
- An assigned workspace at NCIG's studio campus.
- An assigned development executive for each room.
- A graphic designer to assist in pitch deck design.
- Travel and accommodation in Kuwait (for GCC based participants only).
- If the Participant's Project is chosen to be picked up for further development or production by Netflix, a separate agreement will be entered into between the Participant and Netflix to define the terms and conditions of that engagement.

## 5. **Obligations of Participants:**

5.1 Prior to and during the Program, the Participant shall:

- observe and comply with all applicable laws and regulations;
- observe and comply with any rule of conduct, site and security rules and regulations, and policies and procedures which NCIG communicates to you from time to time;
- not engage in any activity or conduct which may have adverse impact on the reputation or credibility of NCIG or Netflix;



- not interfere with the use of the Facilities or equipment provided by others, cause any nuisance or annoyance, or cause loss or damage to the Facilities or equipment provided to you;
- not make any copies of any keys or entry cards provided to them by NCIG, nor allow anyone else to use them. Keys or entry cards shall remain NCIG's property at all times;
- maintain confidentiality with respect to this Program and the application process relating thereto, and to your participation in them. You shall not disclose in any way the content of the Project, nor disclose the contents of any message or notification you may receive from NCIG or Netflix with respect to the Program. You acknowledge and agree that the aforementioned obligation of confidentiality includes but is not limited to the obligation not to share such information within interviews, the internet, print publications or any social networking sites or similar (e.g., Facebook, Twitter, YouTube, Instagram, Tik Tok etc.), and this obligation shall end when your obligations end per Section 9.2 hereof.

5.2 In order to allow for all Participants to have a positive and beneficial experience, each Participant is expected to:

- Attend all Program sessions and events as detailed in the Program schedule which will be communicated to the Participants
- Be part of a collaborative experience
- Engage with their fellow Participants and their respective Projects
- Respect all other Participants' and their Project, ideas and viewpoints generated within the Program
- Meet all project deadlines assigned by Mentors and NCIG facilitators at the onset of the Program.

5.3 NCIG may, in its discretion, remove a Participant who fails to meet any of its obligations under this Letter and in such case, Participant's participation in the Program will be terminated as soon as NCIG has notified the Participant of their removal.



## 6. Intellectual Property Rights:

- 6.1 The IP Rights in relation to the selection process, the Site, the Program and all accompanying materials, and all brand assets of Netflix are held by NCIG, Netflix or one of their respective licensors. Nothing in these terms is intended to entail any transfer or grant of IP Rights to you.
- 6.2 Except as provided in section 6.3 below, you retain the IP Rights to your Project. By making available your Project via the Site you automatically grant NCIG and Netflix a free, unencumbered, global, exclusive, perpetual, and irrevocable license to use the Project in connection with the Program and for marketing and/or promotional purposes of the Program and/or Netflix.
- 6.3 Notwithstanding section 6.2 above, you accept that by entering into the Selection Process, if you are selected as a Participant, you are agreeing that all rights to the content of your Project and pitch will be held in abeyance for one-hundred and twenty days (“Offer Period”) from the date at which you pitch the Project to Netflix, and are granting Netflix a first right of refusal to develop or purchase the content and rights with respect to such Project, and in the event Netflix exercises this right, a separate agreement will be negotiated directly between Netflix and you.
- 6.4 You represent and warrant that there are no IP Rights or other rights of third parties which preclude you from submitting the Project and/or providing the rights as mentioned in this section 6.

## 7. Recordings:

You acknowledge and agree that if you become a Participant, NCIG and/or Netflix, in their sole discretion, shall have the right to record the Program (in any format or media), and broadcast, stream, publish, transmit or otherwise make publicly available the Program in whatsoever manner (including, without limitation, as a live-stream), as well as allow the public to attend, view, and/or watch any broadcast or recording of the Program (including any pitches, mentoring, or events regarding the selection of Participants), either for free or in return for compensation. You shall not have any right to edit, object to or request the take down of, and shall not have any rights, title or interest in such recordings or broadcasts (in any format whatsoever), and all IP Rights in such recordings or broadcasts are owned exclusively by Netflix. You shall not be



entitled to any part of the compensation received by NCIG and/or Netflix from the public, or any distribution, broadcasting or licensing revenue received by either of them. You further waive any IP Rights that you may have in any part of the broadcasts or recordings.

**8. Applicant's Personal Information:**

8.1 By entering the Selection Process, submitting your Project and contact details to the Site, and participating in the Program (if applicable), you will provide personal data to NCIG, which it may share with Netflix in the manner described in Section 4.2 hereof.

8.2 You acknowledge that: (a) NCIG may collect, use, and store personal data you provide (including but not limited to your name, email address, phone number, date of birth, bio, portfolio, personal statement, description of Project, social media handle and, if you become a Participant, a government ID and your personal address for purposes connected with this Letter); (b) this may involve transfer or disclosure to third parties such as Netflix, as contemplated in Section 4.2 hereof, and IT (information technology) service providers; (c) transfer may be to countries that may not provide the same level of protection to personal data as that provided by Applicant's home country, but in such instances NCIG, as the case may be, shall use reasonable efforts to have in place adequate measures to ensure the security of the personal data.

**9. Applicant Representation and Warranties:**

9.1 In addition to the other representations and warranties hereunder, you guarantee and warrant that you have the authority and legal capacity to apply to and to participate in the Program and that the Project submitted by you in the course of the Selection Process and Program, if you become a Participant, is your own original creation (including ideas, concepts and materials) which has not been exploited or subject of transfer, license or other exploitation by you or to a third party before your submission of your Application.

9.2 You agree and warrant that you will refrain from granting any rights to a third party in and to the Project during the selection process and, if you are retained as a Participant, during the Program. The obligation under this section 9.2 shall





terminate upon (i) NCIG notifying you that you have not been as a Participant, (ii) NCIG notifying you of your removal as a Participant to the Program or (iii) in any event by no later than at the expiry of the Offer Period according to section 6.3; whichever occurs first.

- 9.3 You guarantee that the Project will not (i) infringe the rights of NCIG or third parties (including Netflix), or constitute libel or defamation, including but not limited to IP Rights or rights in relation to the protection of privacy, (ii) be contrary to any current legislation or regulations, (iii) be contrary to any provision in this Letter, (iv) be obscene, discriminatory, hateful, or racially or ethnically offensive. Further, you guarantee that there is no pending or threatened litigation or claim against the Project.
- 9.4 You are liable for and indemnify NCIG and Netflix completely against any damages and costs, including but not limited to damages resulting from (alleged) infringements of IP Rights, claims by third parties, loss of profits, penalties incurred and legal fees, which any of Netflix or NCIG suffers or makes as a result of (i) a breach of this Letter by you, (ii) your submission of your Application Process (including your Project) and/or use of the Site (iii) your participation in the Program or (iv) an unlawful act.

## 10. Liability:

- 10.1 NCIG accepts no liability for damages of any kind in relation to the Program, or the performance of the Site, to the extent this is permitted under mandatory law, including but not limited to breach of the Site by a third party.
- 10.2 In the event that any of NCIG – despite the above – is liable, this liability is limited to direct damages the Applicant / Participant suffers as a result of a shortcoming or wrongful act that can be attributed to the liable party with a maximum of USD\$1,000.00. Direct damage only includes material damage to goods, reasonable costs incurred to prevent or limit direct damage and reasonable costs incurred to determine the cause of the damage. Any liability of a liable party for damage other than direct damage (“indirect damages”), including – but not limited to – loss and/or damage of data (including a Project), loss of profits and lost sales, is excluded.
- 10.3 The limitations and exclusions of liability mentioned in the preceding paragraphs of this article will lapse if and in so far as the damage is the result of intentional or willful recklessness on the part of NCIG.



**11. Miscellaneous:**

- 11.1 If you commit, or, if based upon an allegation supported by a reasonable investigation by NCIG (or its assigns or licensees), are alleged to have committed, an act or an offense under federal, state or local laws or which, in the sole and reasonable discretion of any of Netflix or NCIG (or their respective assigns or licensees), brings you into public disrepute, contempt, scandal or ridicule, or reflects or could reflect unfavorably upon Netflix or NCIG (or their respective assigns or licensees), NCIG (or its assigns or licensees) shall have the right, in addition to and without prejudice to any other remedy of NCIG of any kind or nature set forth herein, to (i) treat such act as a material breach and/or default under the applicable provisions of this Letter; (ii) disqualify you as an Applicant and/or Participant and terminate your participation in the Program with immediate effect; and (iii) select a substitute Participant in your place.
- 11.2 The Program and this Letter are governed by and construed in accordance with and shall be governed by and interpreted in accordance with the laws of the State of Kuwait. Any and all disputes arising from or related to the Program or this Letter will be brought before the competent court in the State of Kuwait, unless compulsory law mandates otherwise.
- 11.3 If at any time any provision of this Letter is or becomes illegal, void, or invalid for any reason whatsoever, such invalidity shall not affect the validity of the remainder of this Letter and such invalid provision shall be replaced by another provision which, being valid in all respects, shall have effect as close as possible to that of such replaced one.

**12. DEFINITIONS:**

For the purpose of this Letter, the following definitions shall apply:

Application: an application form submitted online via the NCIG Site which includes applicant and project materials. You must submit it to be considered as a participant in the lab. The Application includes the Declaration.

Declaration: a declaration that you must submit as part of your Application attesting that you meet the Eligibility



Criteria to participate in the Program and confirming you agree to be bound by the terms of this Letter, which is a condition of application and participation in the Program.

**Eligibility Criteria:** The eligibility criteria posted on the NCIG site and set forth in Article 2 hereof.

**Facilities:** the NCIG Studio Campus in Kuwait, and any other location at which sessions of the Program will take place.

**IP Rights:** all present and future intellectual property rights such as copyrights, database rights, (un)registered design rights, neighboring rights, patent rights, trademark rights, trade name rights and any other intellectual property rights or related rights, such as domain names and knowhow, in any part of the world.

**Mentors:** writers' rooms will be overseen by mentors, who are best-in-class show runners and script consultants currently working in the entertainment industry.

**Virtual Masterclass Instructors:** a number of the entertainment industry's producers, writers, show runners, and script consultants will be conducting designated weekly virtual masterclass sessions for Participants.

**Netflix:** Netflix Worldwide Entertainment, LLC, a limited liability company with a place of office at 5808 Sunset Blvd, Los Angeles, CA 90038 USA.

**Participant:** an Applicant selected by NCIG to participate in the Program.

**Program:** the TV Writers' Lab 6x6 curriculum and all associated intellectual property rights, information and material,



including, but not limited to, Mentor interventions, Master Class Instructor interventions.

**Project:** the project which the Applicant proposes to work on if it is selected to participate in the Program, and which the Participant will continue to develop in the course of the Program, including all materials developed in conjunction therewith.

**Site:** the site located at [www.ncig.com.kw](http://www.ncig.com.kw) through which the Application is to be submitted.