THE ARCHITECTURE OF EXECUTION

A masterclass in creator contracts, FTC compliance, and paid amplification.



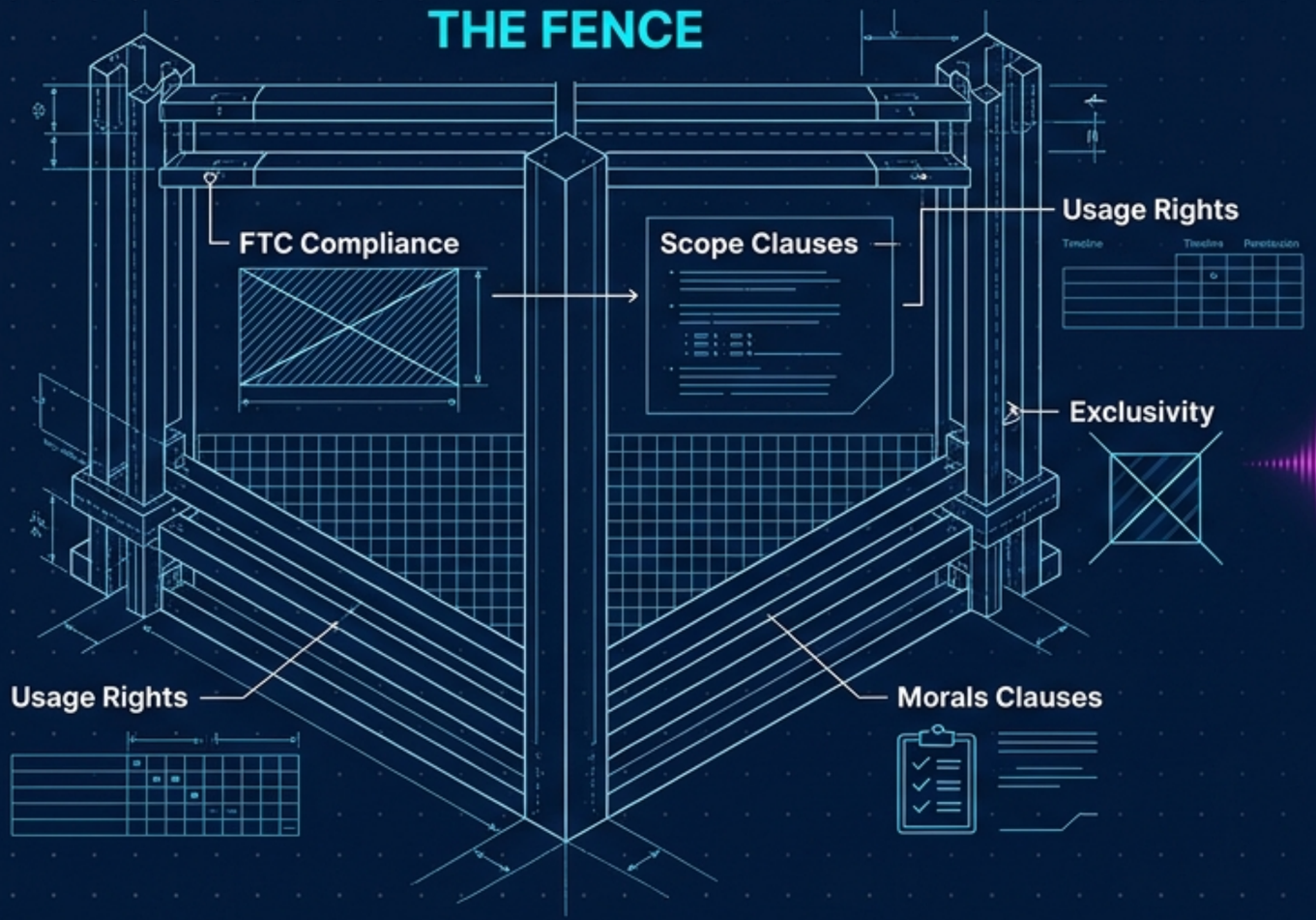
SCALE: 1:1 ARCHITECTURAL RIGOR

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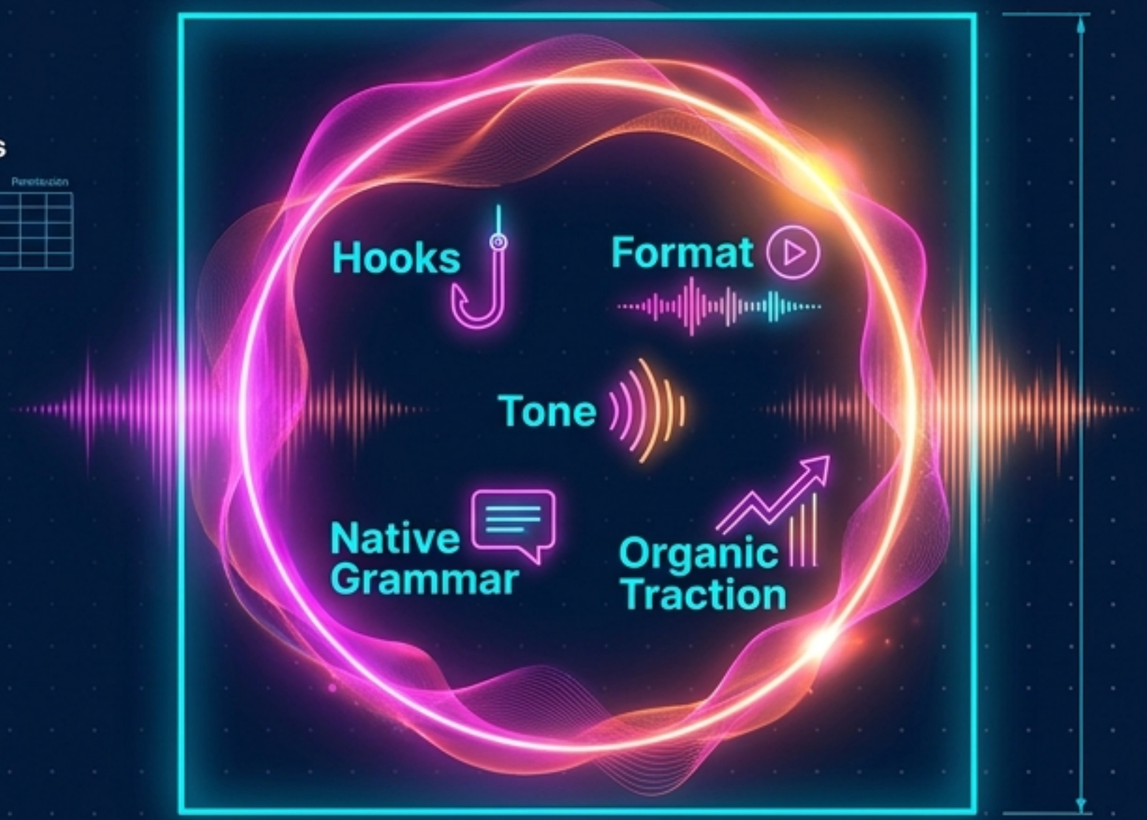
Guardrails beat scripts in the trust economy.

An over-scripted brief strips the creator of the voice that earned their audience. Effective execution requires building a rigid legal and operational boundary (The Fence) so the creator can safely operate with **complete creative freedom** inside it (The Field).

THE FENCE



THE FIELD



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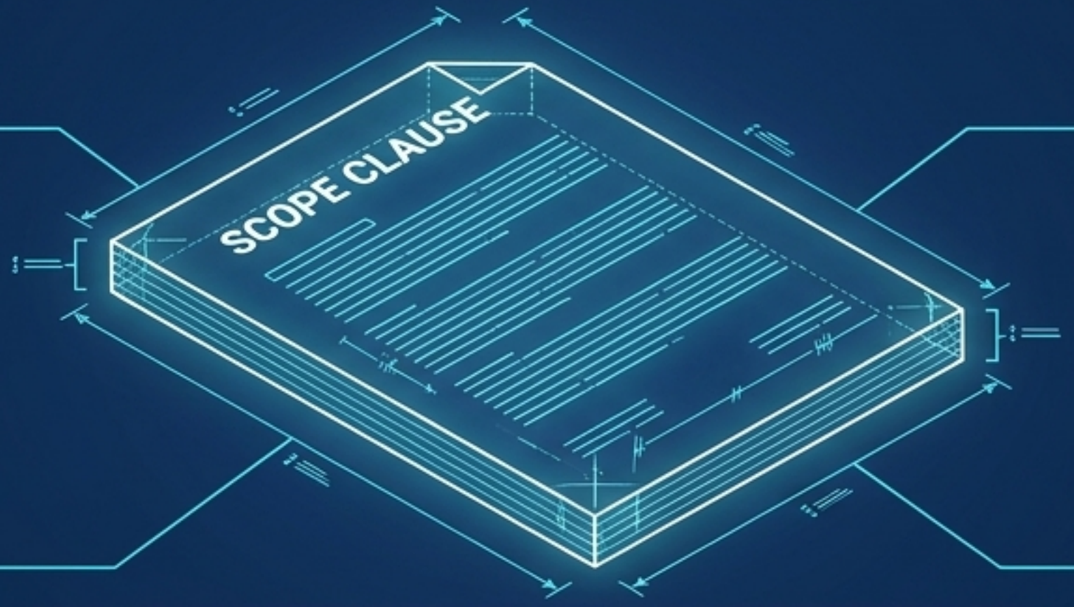
CONTRACTS DOCUMENT COMPLIANCE, NOT TRANSFER LIABILITY

"A signed contract documents your compliance; it does not transfer your liability."

"Under FTC Endorsement Guides, the advertiser remains liable for endorser statements. A creator contract serves as proof of the guidance, approvals, and monitoring the brand actually performed."

Platform & Format

Deliverable Count & Length



Required Elements

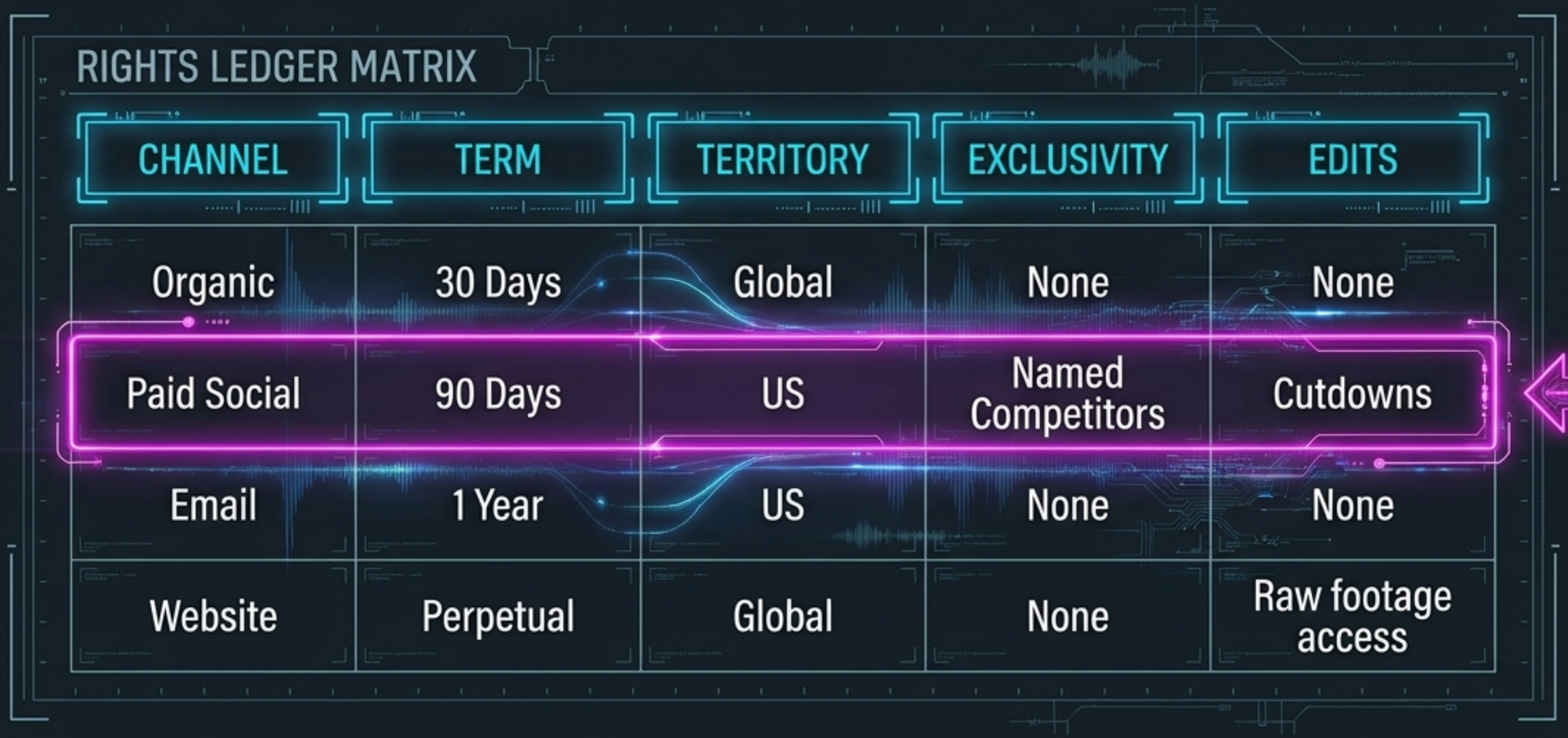
Draft & Live Dates

CRUCIAL RULE:
Silence is not approval for product claims or disclosure.

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THE CREATOR OWNS THE COPYRIGHT. THE BRAND BUYS A FIVE-VARIABLE LICENSE.

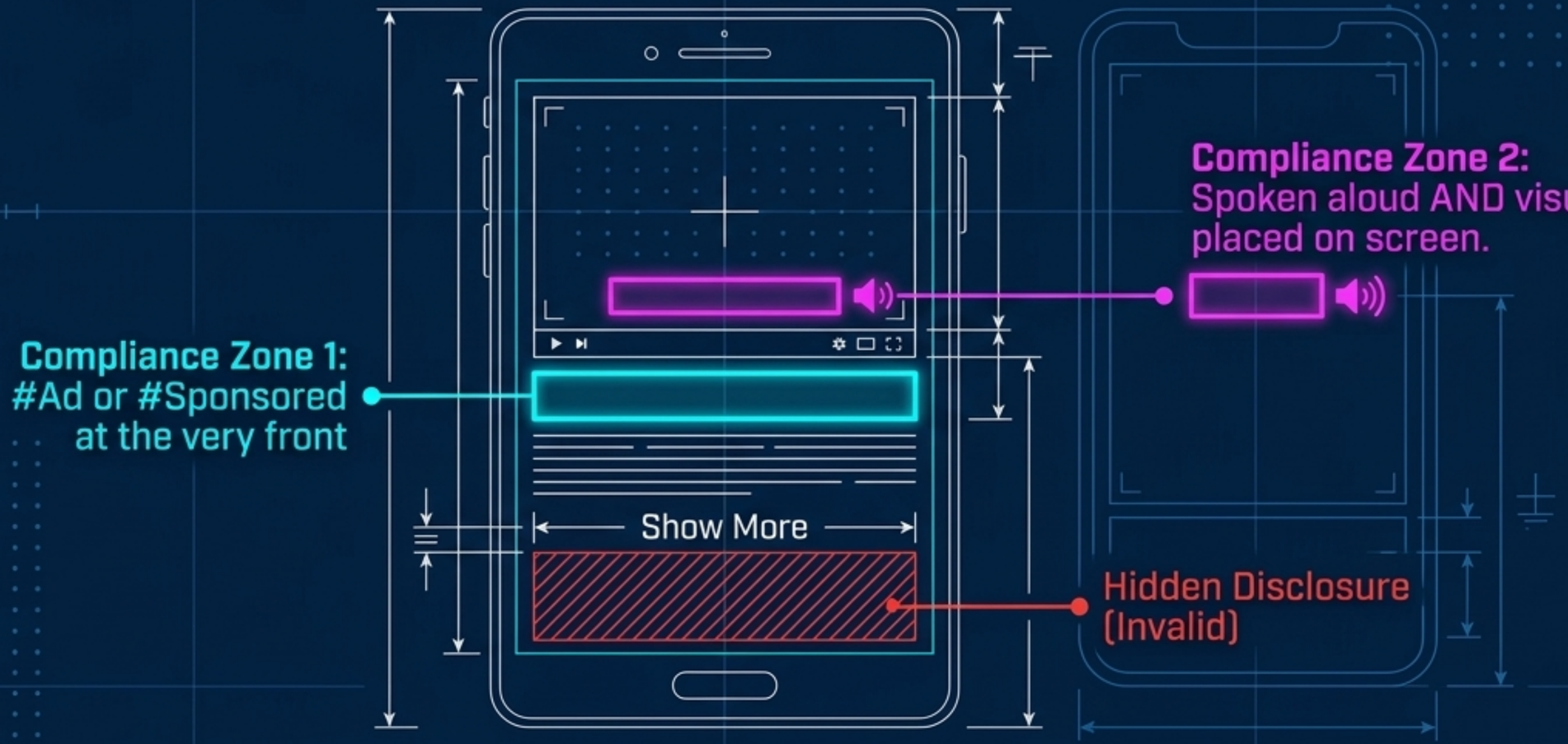
Paying for a video buys the performance, not every later use. Reposting, ads, product pages, and email each require written permission. Avoid demanding perpetual buyouts when a renewable short license will serve.



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CLEAR AND CONSPICUOUS DISCLOSURE MEANS IMPOSSIBLE TO MISS

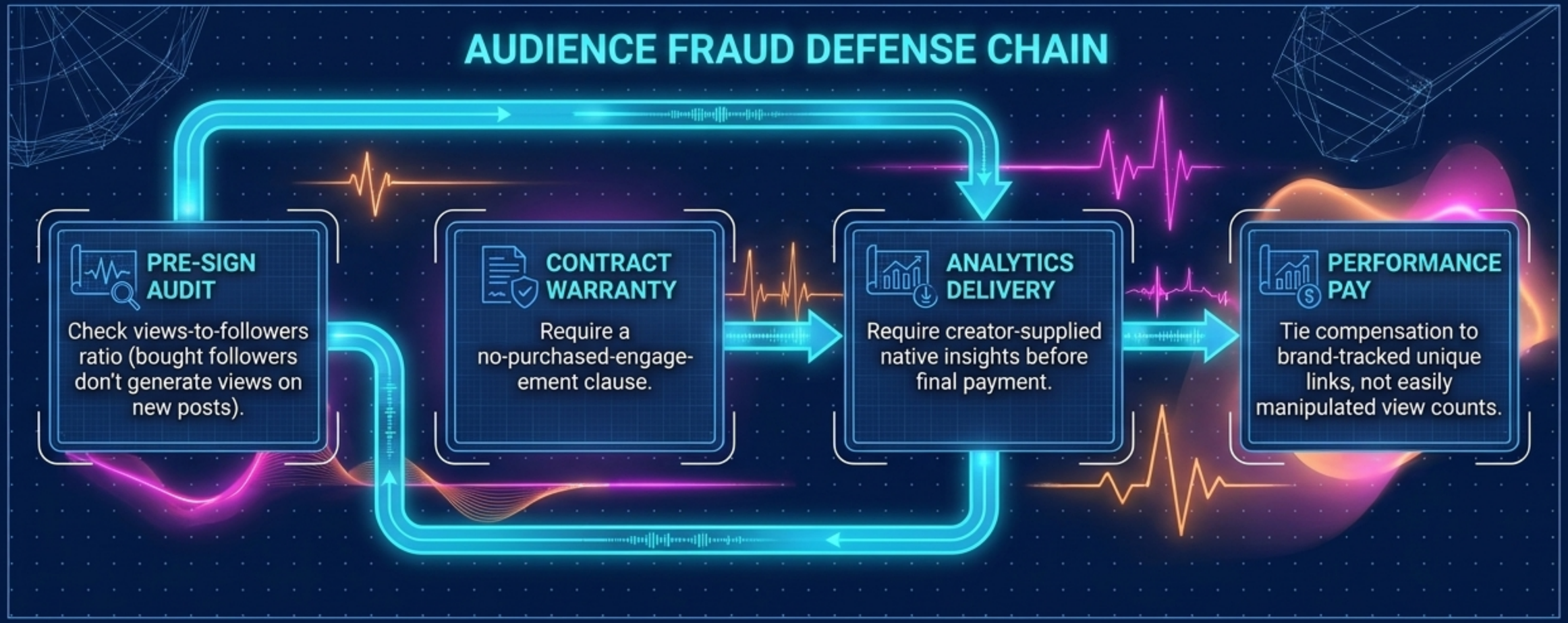
Regulators charge the brand, not just the creator. In 2016, Warner Bros. settled an FTC action over the Shadow of Mordor campaign because paid influencers placed disclosures exclusively below the ‘Show More’ fold on videos viewed 5.5 million times.



Gemini Notebook

16 CFR PART 465 TURNS AUDIENCE VETTING INTO A LEGAL COMPLIANCE STEP

Effective October 21, 2024, the FTC's Consumer Reviews and Testimonials Rule bars fake reviews and purchased followers. The rule introduces a "should have known" standard, making documented manual audience audits and fake-engagement contract warranties essential defenses.



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VAGUE BOUNDARIES INVITE DISPUTES. DEFINE EXCLUSIVITY AND WHITELISTING WITH EXACT PARAMETERS.

'Competing brands' is not a legally useful phrase. Exclusivity must be narrowly defined. Whitelisting (running ads through a creator's handle) requires its own distinct authorization parameters.

EXCLUSIVITY

1) A named product category.
2) A specific list of named competitors.
3) A definitive start date and window.

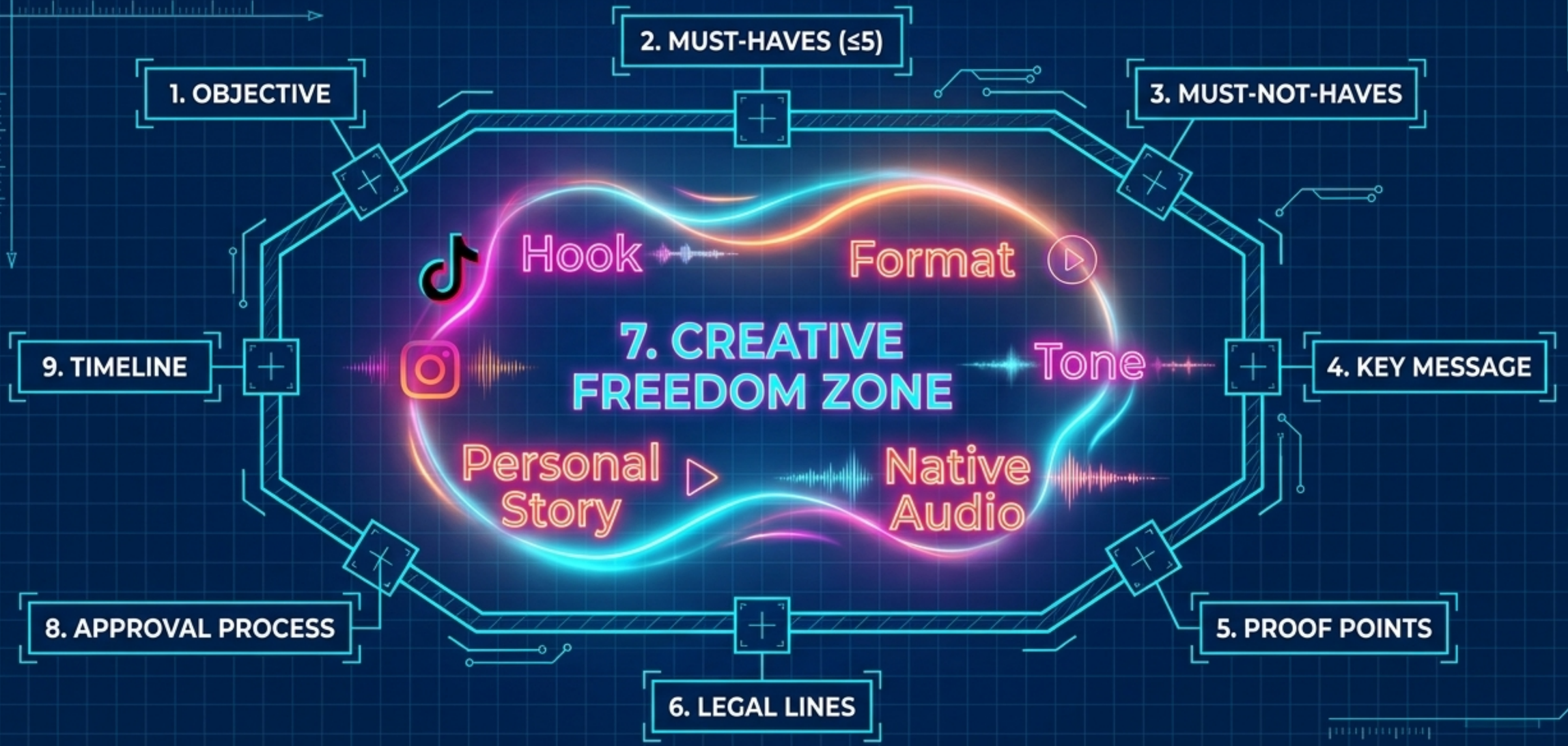
WHITELISTING

1) Scope of authorization (which post, which ad account).
2) Duration and price.
3) Ad spend explicitly kept as the brand’s own media budget.
4) A calendared revocation date.

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THE NINE-PART BRIEF: BUILDING THE FENCE TO PROTECT THE FIELD.

A working brief separates what must be true from what belongs to the creator. If another creator would produce an identical video from your brief, you have written a script, not a brief.



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THE NATIVE GRAMMAR OF SHORT-FORM VIDEO RELIES ON THE THREE JOBS OF A HOOK.

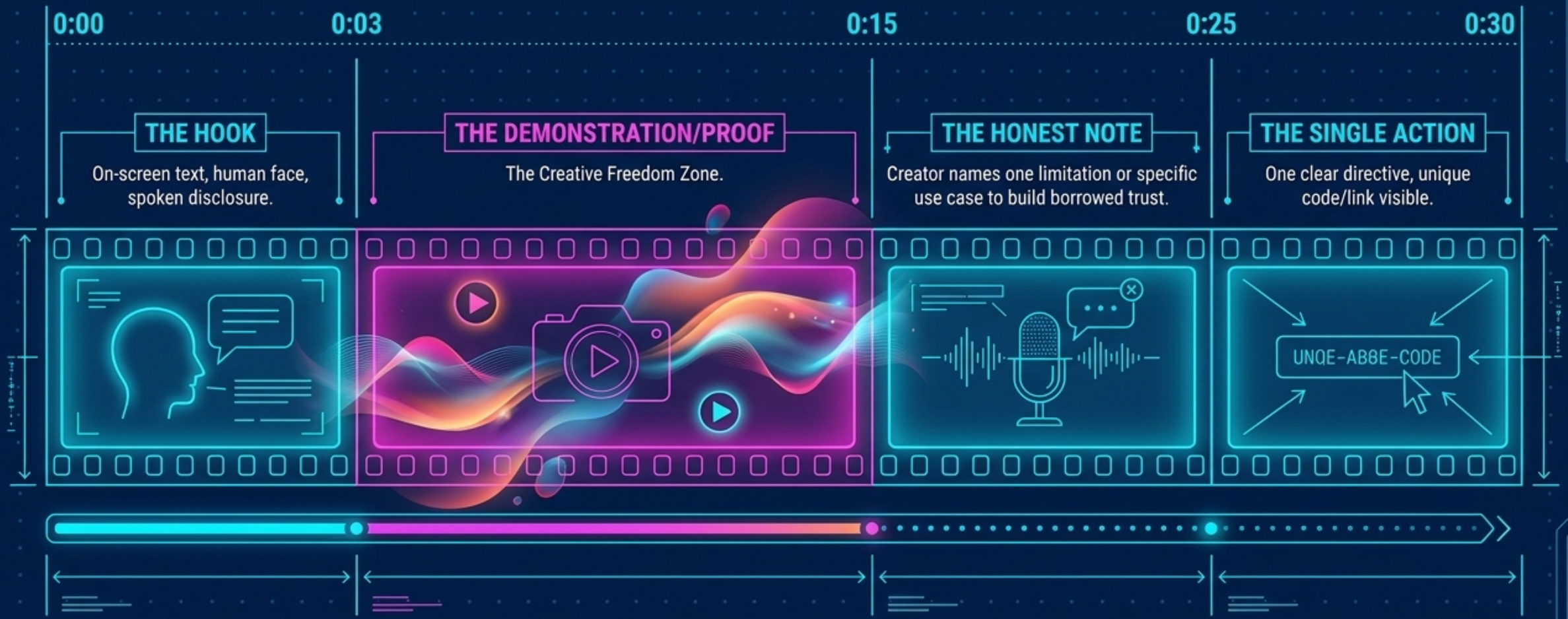
Native content matches the feed's grammar: vertical framing, quick cuts, a human in the first moments, and platform-culture audio. The brief must supply a menu of hook structures, and the creator rewrites them in their own voice.



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THE 30-SECOND SHOT LIST MAPS COMPLIANCE AND PERSUASION ONTO A TIMELINE.

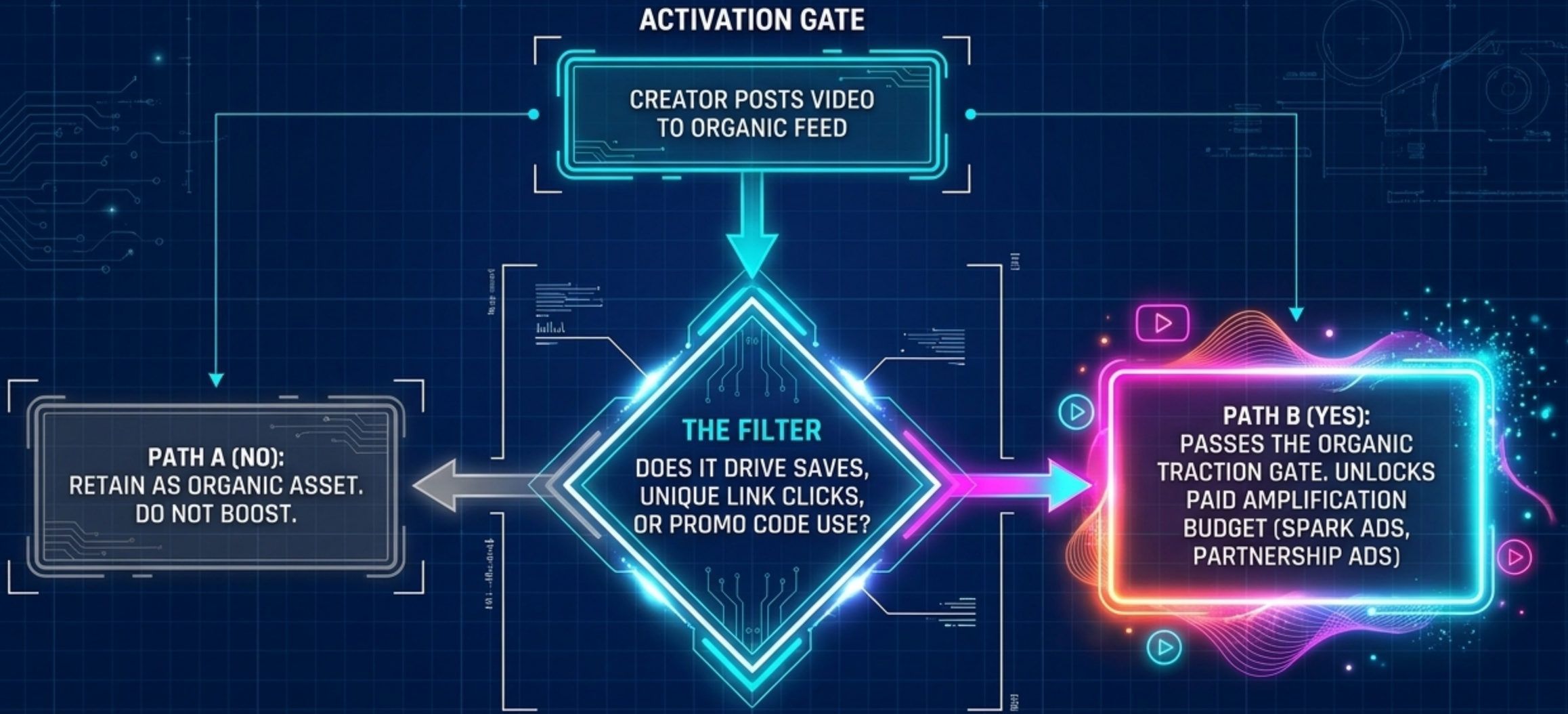
An effective brief provides a structural skeleton without dictating the exact dialogue.



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PAID AMPLIFICATION MULTIPLIES WHATEVER IT TOUCHES. ONLY BOOST ORGANIC TRACTION.

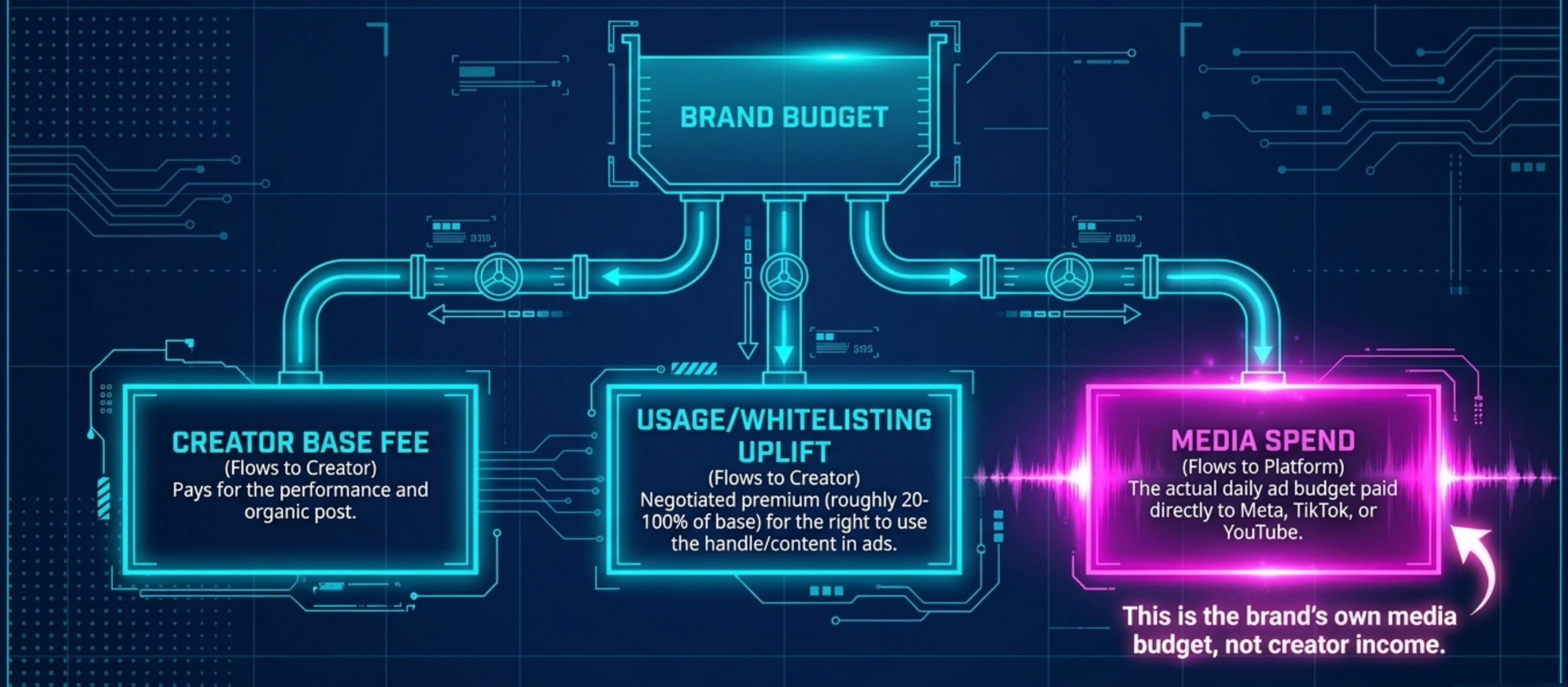
Never pick winners on view count alone, as views are the cheapest signal to inflate. Pay to amplify only posts that have **earned organic saves**, shares, clicks, or code use.



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THE THREE MONEY FLOWS OF PAID AMPLIFICATION MUST REMAIN ISOLATED.

When budgeting for whitelisted or amplified creator tests, mixing creator fees with platform ad spend breaks measurement and ruins future negotiations.



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THE BRAND OWNS NOTHING UNTIL RIGHTS ARE GRANTED IN WRITING.

UGC comes in three grades: organic, seeded, and commissioned. For seeded or organic content you wish to boost, follow a strict permission workflow.



1. THE ASK
Name the specific post and the intended brand use.

2. THE WRITTEN LICENSE
State channels, term in months, territory, and allowed edits.

3. THE AUTHORIZATION
Secure the Spark Ad or Partnership Ad authorization code for a duration that exactly matches the license.

4. THE RECORD
Log the agreement in a central tracker.

5. THE STOP BUTTON
Calendar the expiry date and assign an owner to remove the ad when the license ends.

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THE CONTAINMENT PROTOCOL: SORT THE CRISIS AND FOLLOW THE CLOCK.

Every incident falls into five buckets: scandal, disclosure failure, product claim, fake followers, or minor safeguarding. Sort the crisis, then execute the response in sequence.

HOUR 1: CONTAINMENT

Pause posts and amplification. Crucial: Capture time-stamped evidence before deleting anything to avoid cover-up allegations.

HOUR 4: ASSESSMENT

Review contract levers (morals clause, takedown window, indemnity). Consult counsel.

DAY 1: DECISION

Execute takedown, issue drafted statement.



WEEK 1: REPAIR

Thirty-day blameless blameless review of the vetting process.



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STRUCTURE PROTECTS THE VOICE.

The influencer economy is not discounted paid media; it is a distribution channel built on borrowed trust. By building rigid contracts, enforcing FTC compliance, and isolating money flows, you protect the brand. By tearing up the script and offering a field of creative freedom, you protect the creator's voice.



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