

Whatnot Ambassador Program Terms and Conditions

These Whatnot Ambassador Program Terms and Conditions ("Program Terms") apply when you participate in the Whatnot Ambassador Program (the "Program"). By accepting these Program Terms, you agree to be bound by them and by the Whatnot Terms of Service for Users in the EU or in the UK, available at <https://whatnot.pactsafe.io/legal.html> (the "Whatnot Terms"), which are incorporated by reference. Capitalised terms not defined here have the meanings given to them in the Whatnot Terms.

These Whatnot Ambassador Program Terms and Conditions are available at <https://whatnot.pactsafe.io/legal.html#whatnot-ambassador-program> and apply when you participate in the Program. By accepting these Program Terms, you agree to be bound by them as they may be updated from time to time at that URL.

1. The Program

The Program allows approved participants ("Ambassadors") to earn cash rewards by referring new first-time buyers to the Whatnot platform. Whatnot may invite you to join the Program at its discretion. Participation is not a right and may be revoked at any time.

2. How It Works

2.1. Ambassadors who refer Eligible New Members are eligible to earn a cash payout if:

(a) the Eligible New Member clicks on the Ambassador's unique referral link and creates a valid Whatnot account that complies with the Whatnot Terms; and

(b) the Eligible New Member completes a Qualifying Transaction within thirty (30) days of signing up.

2.2. An "Eligible New Member" (also referred to as a "First Time Buyer") is a non-fraudulent new user who has never previously held a Whatnot account, who creates a new account using an Ambassador's referral link, and who successfully completes a Qualifying Transaction, provided such purchase maintains the same quality of value as compared to the historical average value of such purchases (based on Whatnot's records and as determined by Whatnot in its reasonable discretion).

2.3. A "Qualifying Transaction" is a completed purchase made through the Whatnot app or website within thirty (30) days of account creation. A transaction that is cancelled at any time does not count as a Qualifying Transaction.

2.4. The reward amount per Qualifying Transaction will be communicated to you when you are onboarded to the Program. Whatnot may change the reward amount at any time by providing notice to you.

3. Payment

3.1. Rewards will be paid in the local currency applicable to your Whatnot account. You are responsible for any taxes arising from your participation in the Program, including (where applicable) income tax and VAT.

3.2. You acknowledge that you are participating in the Program as an independent party and not as an employee, worker, or agent of Whatnot. Nothing in these Program Terms creates an employment, agency, or partnership relationship.

4. Advertising Disclosure

4.1. You must clearly and prominently disclose the commercial nature of any content you create or share in connection with the Program, including when sharing your referral link. This includes using a clear label such as "Ad", "Advertisement", "Werbung", "Publicité", or the equivalent term in the language of your content, in a manner that is immediately visible to your audience.

4.2. You must comply with all applicable advertising disclosure laws and guidelines in your country, including those implementing the EU Unfair Commercial Practices Directive (2005/29/EC), the EU Audiovisual Media Services Directive (2018/1808), and any national influencer marketing codes or guidance.

4.3. Merely tagging or mentioning Whatnot in your content is not sufficient disclosure. The commercial nature of the content must be clear without requiring your audience to take additional steps (such as clicking "read more").

4.4. If Whatnot provides you with specific disclosure guidance, you agree to follow it.

5. Conduct and Restrictions

5.1. You must not:

(a) send unsolicited messages, spam, or mass communications containing your referral link;

(b) use automated systems, bots, or scripts to distribute your referral link;

(c) publish your referral link on coupon or deal-aggregation websites;

(d) create multiple Whatnot accounts to generate referrals;

(e) use language such as "free" or prompt people to create a second Whatnot account, or use any messaging in promotional content that would incentivise one-time purchases or fraudulent activity;

(f) otherwise affirmatively engage in fraudulent practices relating to procuring or tracking First Time Buyers;

(g) make false, misleading, or deceptive claims about Whatnot, its platform, or its sellers;

(h) create content that could reasonably be confused with official Whatnot communications; or

(i) engage in any activity that violates the Whatnot Terms or applicable law.

5.2. You must obtain consent from any person before sending them your referral link or related communications.

6. Intellectual Property

6.1. Whatnot grants you a limited, non-exclusive, non-transferable, revocable licence to use the Whatnot name and logo solely for the purpose of participating in the Program, in accordance with any brand guidelines Whatnot provides. This licence terminates immediately upon your removal from the Program.

6.2. For the avoidance of doubt, Whatnot does not acquire any rights to your content, images, or likeness under these Program Terms.

7. Data

7.1. Whatnot will process your personal data in connection with the Program in accordance with the Whatnot Privacy Policy. This may include your name, email address, payment details, and referral activity data.

8. Termination and Changes

8.1. Whatnot may suspend or terminate the Program, or your participation in it, at any time and for any reason, with or without notice.

8.2. Whatnot may modify these Program Terms at any time. If we do so, we will notify you of the changes. Your continued participation after notification constitutes acceptance of the updated terms.

8.3. Whatnot reserves the right to withhold, suspend, or claw back rewards if it reasonably determines that any activity is abusive, fraudulent, or in violation of these Program Terms or the Whatnot Terms. Without limiting the foregoing, if an Ambassador affirmatively engages in fraudulent practices relating to the procurement or tracking of First Time Buyers, Whatnot shall be entitled to withhold all future rewards and deduct from any amounts owed any rewards earned as a result of First Time Buyers that are either (i) fraudulent or (ii) low quality (defined as buyers whose purchase is lower in quality of value as compared to the historical average value of other First Time Buyers' purchases).

9. Limitation of Liability

9.1. To the maximum extent permitted by applicable law, Whatnot's total liability to you in connection with the Program is limited to the total rewards paid or payable to you in the twelve (12) months preceding the event giving rise to the claim.

9.2. Nothing in these Program Terms excludes or limits liability that cannot be excluded or limited under applicable law.

10. General

10.1. These Program Terms are governed by the laws of Ireland. Any disputes arising from or in connection with these Program Terms shall be subject to the non-exclusive jurisdiction of the courts of Ireland.

10.2. If any provision of these Program Terms is found to be invalid or unenforceable, the remaining provisions will continue in full force and effect.

10.3. These Program Terms, together with the Whatnot Terms, constitute the entire agreement between you and Whatnot regarding the Program.