

WHATNOT CREATOR PROGRAM CONTENT CONSENT AND LICENCE TERMS

By clicking “I Agree,” “Accept,” or submitting content through the Creator Program submission form, you (“**Creator**” or “**you**”) acknowledge that you have read, understood, and agree to be bound by these Creator Program Content Consent and Licence Terms (the “**Terms**”) with **Whatnot Europe Limited**, Company Registration number 723475, a limited company organised under the laws of Ireland having its registered business at First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09, Ireland, and its affiliates and group companies (“**Whatnot**,” “**we**,” “**our**,” or “**us**”).

1. Definitions

1.1 “**Program**” means the Whatnot Creator Program described on the Program Page.

1.2 “**Program Page**” means <https://whatnotcreatorprogram.com/> or any successor URL designated by Whatnot.

1.3 “**Submitted Content**” means any video, audiovisual content, social media post, caption, copy, image, raw video file, ad code, account handle, profile information, performance, name, image, likeness, voice, biographical information, and other materials that you submit, upload, post, provide, tag, link, authorise, or otherwise make available to Whatnot in connection with the Program.

1.4 “**Raw Video**” means the source video file associated with Submitted Content that you upload, share, or otherwise provide to Whatnot.

1.5 “**Shopping Hauls**” means Submitted Content that showcases your recent Whatnot purchases and your shopping experience, and that meets the Shopping Hauls criteria set out on the Program Page or otherwise provided by Whatnot.

1.6 “**Seller Spotlights**” means Submitted Content that introduces your category, products, shop, or seller experience on Whatnot, and that meets the Seller Spotlights criteria set out on the Program Page or otherwise provided by Whatnot.

1.7 “**Whatnot Channels**” means the Whatnot website, Whatnot mobile application, Whatnot social media channels, Whatnot paid advertising channels, Whatnot newsletters, PR, email, SMS, MMS, push notification and other marketing communications, and any other channels, media or formats now known or later created.

1.8 “**Permitted Purpose**” means reviewing, evaluating, selecting, editing, using, displaying, copying, modifying, adapting, translating, creating derivative works from, publishing, distributing, promoting, advertising, boosting, whitelisting, dark posting, and otherwise exploiting Submitted Content to promote Whatnot, the Program, and Whatnot’s platforms, websites, applications, products and services, including on TikTok, Instagram, paid social, organic social, television, print, online, digital, outdoor, broadcast, email and mobile channels, worldwide in any language.

1.9 “**Licence Period**” means one (1) year from the date you submit or otherwise make available the applicable Submitted Content, unless a different period is stated on the Program Page, in the submission form, or in written communications from Whatnot.

1.10 “**Program Benefits**” means any cash payment, Whatnot shopping credit, promotional support, paid advertising spend, or other benefit described on the Program Page or otherwise offered by Whatnot in connection with the Program.

2. Eligibility and Participation

2.1 You must be at least 18 years old and have full legal capacity to participate in the Program.

2.2 You must have a valid Whatnot account and comply with the Whatnot Terms of Service, Whatnot Community Guidelines, Whatnot Privacy Policy, the Program Page, these Terms, and any instructions or requirements provided by Whatnot.

2.3 Whatnot may determine, modify, revoke, or decline eligibility for the Program at its discretion. Participation in the Program does not guarantee that any Submitted Content will be selected, used, featured, promoted, boosted, or rewarded.

3. Program Rules

3.1 Whatnot may review, approve, reject, select, feature, promote, boost, stop using, or remove any Submitted Content at its discretion.

3.2 Multiple submissions are permitted, but submitting the same asset multiple times will not increase the likelihood of approval. A single video may be approved only once under one format.

3.3 If Whatnot selects Submitted Content, Whatnot will notify you using the email address associated with your submission or another contact method you provide.

3.4 You must provide any Raw Video, ad code, payment information, tax information, consents, permissions, platform settings, and other information reasonably requested by Whatnot before Whatnot is required to provide any Program Benefit.

3.5 Whatnot may change, suspend, or terminate the Program, the Program Page, submission requirements, formats, rewards, selection criteria, payment methods, or Program Benefits at any time.

4. Program Benefits, Payments and Taxes

4.1 Program Benefits are available only if Whatnot selects Submitted Content and confirms that you are eligible to receive the applicable benefit.

4.2 Program Benefits may include, depending on the applicable format and Whatnot's determination:

(a) Whatnot shopping credit;

(b) cash payment;

(c) promotional support, including paid advertising spend; or

(d) any other benefit described on the Program Page or otherwise communicated by Whatnot.

4.3 Any reward amounts stated on the Program Page may be provided in the stated currency or a local currency equivalent, at Whatnot's discretion.

4.4 Cash payments will be issued through Lumanu or another payment provider designated by Whatnot. You must complete all onboarding, identity verification, tax, payment, and compliance steps required by Whatnot or the payment provider.

4.5 Whatnot is not responsible for any delay or failure to pay caused by your failure to provide complete and accurate payment, tax, identity, or onboarding information.

4.6 All payments and Program Benefits are exclusive of taxes, duties, levies, tariffs and other governmental charges. You are responsible for all taxes, interest, penalties and reporting obligations arising from your participation in the Program or receipt of Program Benefits.

4.7 Shopping credit, promotional support, paid advertising spend and other non-cash benefits have no cash value, are not transferable, may not be sold, exchanged or redeemed for cash, and may be subject to additional terms, limits, expiry dates, account requirements, product restrictions or platform restrictions.

5. Grant of Rights

5.1 You grant to Whatnot:

(a) a non-exclusive, worldwide, transferable, sub-licensable and royalty-free licence during the Licence Period to use, display, copy, modify, crop, edit, adapt, translate, dub, subtitle, combine with other content, create derivative works from, publish, distribute, transmit, promote, advertise, boost, whitelist, dark post and otherwise exploit Submitted Content, in whole or in part, for the Permitted Purpose;

(b) all necessary consents, permissions and authorisations under applicable laws to use your name, image, likeness, voice, social media handle, Whatnot username, biographical information, performance and any personal attributes contained in or associated with Submitted Content for the Permitted Purpose;

(c) the right to use, reproduce, display and refer to your social media post, account handle, account name, profile image, caption, comments, engagement metrics and other information associated with Submitted Content for the Permitted Purpose; and

(d) the right to authorise Whatnot, its affiliates and group companies, media platforms, agencies, contractors, service providers, advertising partners and other third parties acting on Whatnot's behalf to exercise the rights granted under these Terms.

5.2 To the maximum extent permitted by law, you waive your moral rights in Submitted Content and agree not to assert any moral rights, performer rights or similar rights that would restrict Whatnot's use of Submitted Content in accordance with these Terms.

5.3 You retain ownership of Submitted Content, subject to the rights granted to Whatnot under these Terms.

5.4 Whatnot owns all copyright and other intellectual property rights in any works, edits, advertisements, compilations, materials, or content that incorporate, are based on, or are created using Submitted Content, provided that ownership of the underlying Submitted Content remains vested in you.

5.5 Whatnot is not obliged to use Submitted Content or any part of it.

6. Ad Codes, Whitelisting and Paid Promotion

6.1 If Whatnot requests an ad code, whitelisting permission, boosting permission, platform access setting, Raw Video or similar advertising enablement, you will provide it promptly and in the format requested by Whatnot.

6.2 You authorise Whatnot to use Submitted Content as paid advertising on the platform where the content was originally posted and across the Whatnot Channels during the Licence Period.

6.3 You will not revoke, disable, block, restrict, interfere with, or materially alter any ad code, whitelisting permission, platform setting, or post availability during an active Whatnot campaign without Whatnot's prior written approval.

7. Creator Obligations

7.1 You will ensure that Submitted Content:

(a) reflects your genuine experience and honest opinions;

(b) is accurate, truthful, substantiated where required, and not misleading;

(c) complies with all applicable laws, regulations, advertising codes, platform rules and Whatnot policies;

(d) does not contain content that is offensive, obscene, sexually explicit, hateful, harassing, discriminatory, defamatory, blasphemous, unsafe, illegal, fraudulent, violent, or otherwise inconsistent with Whatnot's policies;

(e) does not contain confidential information, personal data of children, sensitive or special category data, financial information, health information, private addresses, identity documents, or other information that should not be made public;

(f) does not infringe, misappropriate or violate any copyright, trade mark, design right, database right, privacy right, publicity right, performer right, contract right or other third-party right; and

(g) does not include music, sound recordings, artwork, footage, brand logos, third-party content or other materials unless you have all rights, licences, consents and permissions necessary for Whatnot to use them as permitted by these Terms.

7.2 You will not manipulate submissions, engagement, comments, metrics, referrals, accounts, rankings, reviews, advertising systems, Whatnot features or any platform functionality in connection with the Program.

8. Advertising Disclosures and Compliance

8.1 You will clearly and prominently disclose any material connection to Whatnot, including any payment, shopping credit, promotional support, paid advertising spend, free product, incentive, or other benefit.

8.2 Where Submitted Content is advertising or otherwise requires disclosure, you will use clear labels such as #whatnotpartner or "#ad" and any platform-specific paid partnership or disclosure tools required or recommended by the applicable platform.

8.3 Disclosures must be immediately visible and understandable to consumers, including in short-form video contexts. You will not rely solely on a profile bio, hidden caption, ambiguous hashtag, tag, or platform mention.

8.4 You will comply with applicable UK advertising and consumer protection requirements, including the CAP Code, ASA guidance, CMA guidance, and any other laws, rules or guidance applicable to influencer marketing, endorsements, advertising and consumer protection.

9. Representations and Warranties

9.1 You represent and warrant that:

(a) you are at least 18 years old and have full legal capacity to enter into these Terms;

(b) if you accept these Terms on behalf of a company, business or other entity, you have authority to bind that entity;

(c) you own or control Submitted Content and the accounts on which it is posted or made available;

(d) Submitted Content is your original work or you otherwise have all rights necessary to grant the rights in these Terms;

(e) you have obtained all consents, permissions, licences, waivers and releases from all individuals and entities who contributed to or appear in Submitted Content;

(f) if Submitted Content includes music, you have obtained all master use, synchronisation, publishing, performer and other rights required for Whatnot's use;

(g) Submitted Content and Whatnot's use of Submitted Content do not and will not violate any law, regulation, advertising code, platform rule or third-party right;

(h) there is no threatened or pending litigation, proceeding, complaint, investigation, charge or claim related to Submitted Content;

(i) all information you provide to Whatnot is accurate, complete and not misleading; and

(j) you will provide reasonable assistance and execute any further documents needed to give effect to the rights granted under these Terms.

10. Data Protection

10.1 Information contained within Submitted Content and your contact details may constitute personal data under the GDPR, UK GDPR, the UK Data Protection Act 2018 or other applicable data protection laws.

10.2 Whatnot will process personal data contained in Submitted Content and your contact details for the purposes and in the manner described in the Privacy Notice at Schedule 1.

11. Indemnification

11.1 You agree to indemnify, keep indemnified, defend, and hold Whatnot harmless from and against any claims, demands, damages, payments, penalties, interests, fines, compensation, liabilities, losses, costs and expenses, including reasonable legal fees and expenses, arising from or related to:

(a) breach or alleged breach of these Terms;

(b) any claim that Submitted Content infringes, misappropriates or violates a third party's intellectual property, privacy, publicity, performer, contract or other rights;

(c) any allegation that Submitted Content or your participation in the Program violates advertising, consumer protection, influencer marketing, platform, tax or other applicable laws, rules, codes or policies;

(d) any payment, royalty, fee, residual, union, guild, collection society or other amount payable to any third party in connection with Submitted Content; and

(e) Whatnot's use of Submitted Content in accordance with these Terms.

12. Limitation of Liability

12.1 To the maximum extent permitted by applicable law, you waive and release Whatnot and each of its officers, employees, members, managers, shareholders, successors, assigns, contractors, agents and representatives from any claim, action or demand arising out of or in connection with use of Submitted Content for the Permitted Purpose.

12.2 Neither you nor Whatnot will be liable under or in connection with these Terms for indirect, incidental, consequential, liquidated, special or exemplary damages or penalties, including losses of business, revenue, goodwill or anticipated profits.

13. Independent Contractor

13.1 You are an independent contractor. These Terms do not create any employment, worker, agency, partnership, joint venture or fiduciary relationship between you and Whatnot.

13.2 You have no authority to bind Whatnot or make commitments on Whatnot's behalf.

14. General

14.1 These Terms are accepted electronically. No physical or electronic signature is required beyond your click, acceptance, submission of content, or other affirmative action indicating acceptance.

14.2 These Terms are governed by the laws of Ireland. Any dispute, whether contractual or non-contractual, arising out of or in connection with these Terms, including any question about their existence, validity or termination, will be submitted to the exclusive

jurisdiction of the Irish courts. However, you may also have certain rights of recourse under consumer laws in the United Kingdom.

14.3 You may not assign or transfer these Terms or any rights granted under them. Whatnot may freely assign these Terms to any party.

14.4 If any provision of these Terms is unlawful, invalid or unenforceable, the remaining provisions will remain in full force and effect.

14.5 If Whatnot does not enforce any provision of these Terms, that will not constitute a waiver of that provision or any other provision.

14.6 These Terms constitute the complete and exclusive understanding between you and Whatnot regarding the Program and Submitted Content, and supersede all prior or contemporaneous agreements or understandings relating to that subject matter.

14.7 Whatnot may update these Terms by posting updated terms in the Legal Center, on the Program Page, or in another location made available by Whatnot. Your continued participation in the Program after the updated terms are posted or made available constitutes acceptance of the updated terms.

14.8 These Terms are drafted in English. If these Terms are translated into any other language, the English language version will prevail.

Schedule 1

Privacy Notice

Whatnot's Privacy Policy at <https://www.whatnot.com/privacy> contains information about who we are, how we process personal data, how we share it with our affiliates and internationally, how we store personal data, what privacy rights and choices you have, and how to contact us. In addition, this notice explains how we process personal data in connection with the Program.

What personal data do we collect?

Submitted Content Data. This includes audiovisual content, social media content, Raw Video, captions, handles, ad codes, comments, account information and related materials that you share with us in connection with the Program. It may contain your name, image, voice, opinions, performance, social media handle, Whatnot username and other personal information you disclose or include in your content.

Contact Details. This includes your name, email, phone number, address, social media handles, Whatnot username, payment information, tax information and any other personal data you provide so that we can contact you, assess your submission, administer the Program, provide Program Benefits, or process payments.

How do we use your personal data?

We use your personal data:

- (a) for the Permitted Purpose;
- (b) to manage our relationship with you in connection with the Program;
- (c) to review submissions, notify you about your submission, administer Program Benefits and process payments;
- (d) to comply with legal obligations and co-operate with courts, regulators, platforms and payment providers;

(e) to enforce our terms, guidelines and policies; and

(f) to address intellectual property, advertising compliance, inappropriate content, platform policy and other legal or compliance issues.

Legal bases for processing

Processing Purpose	Types of Personal Data	Legal Basis
Permitted Purpose	Submitted Content Data	Contractual Necessity; Legitimate Interests
Managing our relationship with you	Contact Details	Contractual Necessity; Legitimate Interests
Payment and tax administration	Contact Details; payment information; tax information	Contractual Necessity; Legal Obligations
Legal and compliance purposes	Contact Details; Submitted Content Data	Legal Obligations; Legitimate Interests