

# Australian Creator Program Terms and Conditions

Below is the adapted version. Additions are noted with bracketed comments where I pulled from the influencer agreement.

## Whatnot Creator Program Terms and Conditions (Australia)

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 Terms and Conditions ("Terms") with Whatnot Inc. ("Whatnot" or "we"), a Delaware corporation with an address at 2261 Market Street, STE 10754, San Francisco, CA 94114.

## 1. Definitions

"Program Page" means <https://whatnotcreatorprogram.com/> (or such successor URL as may be provided by Whatnot).

"Shopping Hauls" means a submission that meets the Shopping Hauls criteria set forth on the Program Page.

"Seller Spotlights" means a submission that meets the Seller Spotlights criteria set forth on the Program Page.

"Raw Video" means the video file associated with the Submitted Content that you upload or share with Whatnot.

"Submitted Content" means the video content and any Ad Code you provide to Whatnot through the Creator Program submission form or otherwise.

"Ad Code" means the authorisation code that permits Whatnot to boost your content as a paid advertisement on social media. Whatnot may request Ad Codes for multiple social media platforms.

"Australian Consumer Law" means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).

"AANA" means the Australian Association of National Advertisers.

"AiMCO" means the Australian Influencer Marketing Council.

"GST Law" has the meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

## 2. Content Submission and Review

When you submit content through the Creator Program, Whatnot's team will review your submission to determine whether it meets our program criteria. If your content is approved, you will receive email notification of approval. Whatnot is not obligated to notify you if your submission is not approved, and Whatnot is under no obligation to approve or use any Submitted Content. Approval is at Whatnot's sole discretion.

If your content is approved, you agree to promptly share the Ad Code and Raw Video with Whatnot.

## 3. Advertising Standards and Disclosure

You will ensure that all Submitted Content complies with all applicable laws and industry standards, including the Australian Consumer Law, the AANA Code of Ethics, any AANA Practice Notes or Guidelines, and the AiMCO Code of Practice and Gifting Guide.

Where your Submitted Content references or promotes Whatnot or Whatnot's products or services, you must clearly and prominently disclose your material connection with Whatnot, including the fact that you received any consideration, benefits, or free products or services from Whatnot. Such disclosure must:

- (a) appear clearly and conspicuously and in close proximity to any statements you make about Whatnot or Whatnot's products and services;
- (b) be visible without requiring the viewer to click, scroll, or mouse over a link, and must appear before any "click to read more" button;
- (c) in the case of video content, be included in the video itself and in any caption accompanying the video; and
- (d) comply at all times with the Australian Consumer Law, the AANA Code of Ethics, any AANA Practice Notes or Guidelines, and the AiMCO Code of Practice and Gifting Guide.

The specific form of disclosure (which may include hashtags such as #ad or #sponsored) will be provided by Whatnot, approved by Whatnot, or mutually agreed.

Your statements must reflect your honest and truthful opinions, findings, beliefs, or experiences. You must only make factual statements about Whatnot or Whatnot's products or services that you know to be true and that can be verified. Your statements must not convey any express or implied representation that would be misleading or deceptive if made directly by Whatnot.

## 4. Licence Grant

In exchange for the benefits described in Section 6, you grant Whatnot a non-exclusive, worldwide, irrevocable, transferable, and sublicensable right and licence to use, reproduce, distribute, display, publicly perform, exhibit, and otherwise exploit your Submitted Content in whole or in part for any lawful purpose in all media now known or hereafter devised.

For your Ad Code, this licence permits Whatnot to boost your social media content as a paid advertisement on the platform to which it was posted.

For your Raw Video, this licence permits use across platforms including organic and paid social media, AppLovin, television, whitelisting and dark posting on social media, usage in-app and on the Whatnot Platform, promotion of Whatnot, its Affiliates and their products and services, digital media, brand owned and operated channels (i.e. website, social channels, newsletters, in-app/on platform, etc.), PR, and email.

As between you and Whatnot, Whatnot owns all copyrights and other rights in any works, materials, or content that incorporate, are based on, or are created using your Submitted Content, but this does not include ownership of the copyright in your original Submitted Content.

## 5. Licence Term

The licence for each Ad Code and Raw Video begins on the date you share that Ad Code and Raw Video with Whatnot and continues for one (1) year thereafter.

If you submit additional content, each submission is subject to Whatnot's approval and will be governed by the Creator Program Terms in effect at the time of submission, with its own separate one-year term beginning on the date it is shared.

## 6. Rewards

For approved Shopping Hauls submissions, Whatnot will provide you a reward in the form of Whatnot credit or cash as specified on the Program Page. Rewards will be issued within thirty (30) business days after Whatnot receives both your Ad Code(s) and Raw Video. Whatnot is not obligated to provide any reward for submissions that are not approved.

Seller Spotlight submissions are not eligible for rewards. Seller Spotlight submissions are submitted in consideration of the opportunity for potential exposure and promotional benefit, and other good and valuable consideration, the receipt and sufficiency of which you hereby acknowledge.

## 7. Reservation of Rights

You retain ownership of your Submitted Content and reserve all rights not expressly granted to Whatnot under these Terms.

## 8. Permissions

You represent that you have obtained from all persons and entities who appear in, contributed to, or whose trade mark, copyright, likeness, or other property is identified or depicted in your Submitted Content, all written licences, permissions, waivers, releases, and consents ("Permissions") necessary for Whatnot to exercise its rights under these Terms without incurring any payment or other obligation to any third party.

If your Submitted Content includes music, you have obtained all required licences (including master use, synchronisation, and performer consents) and are responsible for any fees required for the music's use.

## 9. Representations and Warranties

You represent and warrant that: (a) you have the full right, power, and authority to enter into these Terms and grant the licences described; (b) you are the sole owner of your Submitted Content or are authorised to grant these rights on behalf of the owner; (c) your Submitted Content and Whatnot's use of it as permitted here does not violate any law or regulation (including the Australian Consumer Law), and does not infringe any copyright, trade mark, intellectual property right, privacy right, publicity right, or other third-party right, and does not constitute defamation of any person or entity; (d) there is no pending or threatened litigation or claim related to your Submitted Content; and (e) you have obtained all required Permissions.

## 10. Indemnification

You agree to indemnify, defend, and hold Whatnot harmless from and against any claims, demands, damages, liabilities, losses, costs, and expenses (including reasonable legal fees) arising from or related to: (a) your breach of any representation or warranty in these Terms; (b) any claim that your Submitted Content infringes a third party's intellectual property rights; (c) any breach of your obligations under Section 3 (Advertising Standards and Disclosure); and (d) any third-party claim based on your acts or omissions that results in personal injury, death, property damage, or violation of any law.

## 11. Limitation of Liability

Nothing in these Terms excludes or limits either party's liability for any liability which may not be limited or excluded by applicable law, including the Australian Consumer Law.

Subject to the preceding paragraph, Whatnot will not be liable under these Terms for indirect, incidental, consequential, special, or exemplary damages, including losses of business, revenue, or anticipated profits, regardless of whether such damage was foreseeable or whether either party was advised of the possibility of such damages.

Subject to this Section 11, Whatnot's aggregate liability under these Terms will not exceed the greater of (a) the reward payable to you under these Terms, or (b) AUD \$150.

## 12. GST

12.1 In this Section 12, unless there is a contrary indication, words and expressions which are not defined in these Terms but which have a defined meaning in the GST Law have the same meaning as in the GST Law. References to GST payable and input tax credit entitlements include notional GST payable by, and notional input tax credit entitlements of, the representative member of a GST group of which the entity is a member.

12.2 Unless otherwise expressly stated, all consideration payable or to be provided under or in connection with these Terms is exclusive of GST ("GST-exclusive consideration").

12.3 If GST is payable on any supply made by a party ("Supplier") under or in connection with these Terms, the recipient of the supply must pay to the Supplier an amount equal to the GST payable on the supply, in addition to and at the same time and in the same manner as the GST-exclusive consideration for the supply is payable or to be provided.

12.4 The Supplier must deliver a tax invoice or an adjustment note to the recipient before the Supplier is entitled to payment of an amount under Section 12.3.

12.5 If an adjustment event arises in respect of a supply made under or in connection with these Terms, any amount payable under Section 12.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the Supplier or by the Supplier to the recipient as the case requires.

12.6 Where a party is required under these Terms to reimburse or indemnify another party for any expense, loss, liability, or outgoing ("Reimbursable Expense"), the amount required to be paid will be reduced by the amount of any input tax credits to which the other party is entitled in respect of the Reimbursable Expense.

12.7 This Section 12 does not merge on the completion, rescission, or other termination of these Terms.

## 13. General Provisions

These Terms are governed by the laws of Australia, without giving effect to conflict of law or choice of law principles. Any legal action or proceeding arising under these Terms will be brought exclusively in the federal or state courts located in Melbourne, Victoria, and you consent to personal jurisdiction and venue there.

You may not assign these Terms or any rights granted here without Whatnot's prior written consent; any attempted assignment without consent is void. Whatnot may freely assign these Terms.

If any provision of these Terms is found to be invalid or unenforceable, such provision will be modified to the minimum extent necessary to make it enforceable while preserving the parties' original intent, and all other provisions will remain in full force and effect.

These Terms constitute the complete agreement between you and Whatnot regarding the Creator Program and supersede all prior agreements or understandings on this subject. Any modification of these Terms must be in writing and signed by both parties.

By accepting these Terms, you acknowledge that you have had the opportunity to read and understand them, that you are entering into these Terms voluntarily, and that you intend to be legally bound.