



POD CREATORS – TERMS AND CONDITIONS

These Terms and Conditions are in relation to WDC's Pod Creator programme.

Definitions

Streamers and content creators: a person who broadcasts themselves online through a live stream to an audience, and / or someone who creates entertaining or educational material to be expressed through any medium or channel.

1. What is the Pod Creator programme?

- (a) The Pod Creator programme is an exclusive membership programme for streamers and content creators within the Games For Waves community.
- (b) Pod Creators represent WDC, Whale and Dolphin Conservation, and the Games for Waves streaming community year-round, helping WDC to raise vital funds and awareness for their work protecting whales and dolphins.
- (c) Pod Creators are an integral part of WDC's Games For Waves community.
- (d) WDC will not be taking streaming statistics into account and welcome all to apply, from beginner streamers up to partners. WDC is looking for creators who are striving to help whale, dolphin and ocean conservation through awareness raising and fundraising.

2. Roles and Responsibilities

- (a) Upon registering as a Pod Creator, you agree to adhere to the below Pod Creator conditions.
- (b) You must:
 - i. Fundraise via streaming for WDC a minimum of once a year, either as part of an event WDC hosts, or individually,
 - ii. Be an active and enthusiastic member in WDC's Games For Waves Discord,
 - iii. Engage regularly with WDC's and Games For Waves' social media,

3. Membership Perks

- (a) By committing to being a Pod Creator, WDC will provide you with perks such as:
 - i. A digital Pod Creator badge for your Twitch panels, streams, and socials,
 - ii. Keys to games we are partnered with (when available),
 - iii. Merch and gifts for milestones achieved (see [4]),
 - iv. Be the first to know of upcoming events and news from WDC,
 - v. A unique role in the WDC Discord.
 - vi. Opportunities to take part in unique events with the Games For Waves team.
- (b) There is no minimum or maximum number of perks and WDC reserves the right to change these perks at any time.

4. Fundraising Milestones and Rewards

- (a) By fundraising for WDC as a Pod Creator, you will have access to unique milestone rewards such as (this list is an example and not exhaustive):



- i. £100 – social media shout-out on Games For Waves social media channels
- ii. £250 – postcard from Games For Waves team
- iii. £500 – Digital certificate
- iv. £1,000 – £1k Pin Badge
- v. £1,500 – Games For Waves tee
- vi. £2,000 – £2k Pin Badge
- vii. £3,000 – plushy
- viii. £5,000 – £5k badge and impact deck
- ix. £7,500 – Dolphin photo book
- x. £10,000 – £10k badge and impact deck
- xi. £20,000 – a trip to see whales and dolphins in the wild in the UK with WDC.

This prize is subject to the following conditions:

1. You must cover your own travel, food and accommodation costs to attend the trip.
2. WDC will cover the boat trip costs and provide a WDC member of staff to accompany you.
3. You may bring one companion with you.
4. Guests must be over 18
5. Subject to booking and seasonal availability.
6. Full trip T&Cs will be provided prior to any trip being arranged, and must be agreed and signed.

OR, for those who cannot travel, supporters will instead receive a personalised video thank you message from WDC.

- (b) WDC reserves the right to change these rewards at any time.
- (c) All funds raised as a Pod Creator will be treated as unrestricted funding allowing WDC to spend the funds where it is needed most. The descriptions of the voyages are for illustrative purposes only.

5. Terms of Membership

- (a) This Membership is open to anyone aged 18 or over.
- (b) By accepting these Terms and Conditions you are also accepting, and must adhere to, WDC's Streaming Guidelines, [found here](#).
- (c) Only funds raised during membership of the Pod Creator programme will be taken into account for the Pod Creator rewards.
- (d) This Membership is subject to a 6 monthly review where a member of the Games For Waves team will check in with you to ensure you are on track to meet the minimum requirements for being a Pod Creator.
 - i. WDC will take into account any extenuating circumstances such as illness or injury that prevents a Pod Creator from achieving their fundraising milestones and will address each instance on a case-by-case basis.
- (e) WDC reserves the right to change and / or update the perks listed in [3] and the milestones and rewards listed in [4] at any time and you will be notified in writing of any changes.



- (f) Pod Creators reserve the right to fundraise for and support other charities during their time as a Pod Creator but they must not promote any other charity during any WDC Games For Waves stream or fundraising events.
- (g) Pod Creators must not accept or promote any partnerships or affiliations with any business or organisation that goes against WDC's work (for example, accepting and promoting a sponsorship from a hotel chain or facility that keeps whales and dolphins in captivity).
 - i. If Pod Creators have any questions or concerns about existing or potential partners/affiliates, they can speak to WDC in confidence so that we can help them review/navigate.
- (h) Pod Creators are permitted to use the Games for Waves logo on their streams and social media channels in relation to their activities as a Pod Creator.
- (i) Pod Creators can refer to themselves a "Pod Creator" but not a partner or ambassador etc.

6. Perks and Rewards

- (a) It is your responsibility to inform a member of the Games For Waves Team (either via Discord or email) whenever you have reached a fundraising milestone in order to claim your reward.
- (b) You must show proof of reaching a milestone – the total on the amount raised on your Tiltify fundraising page (excluding gift aid and offline donations) will be used to determine which milestone rewards you qualify for.
- (c) All rewards are non-exchangeable and no cash alternatives shall be offered. However, WDC reserves the right to replace any of the prizes with an alternative of equal or higher value at WDC's discretion.
- (d) WDC accepts no responsibility for rewards being lost, damaged or delayed in the post.
- (e) By accepting these Terms and Conditions when signing up to this programme you have accepted these terms in full. WDC reserves the right to refuse or remove already earned rewards to anyone in breach of these Terms and Conditions.
- (f) The amounts raised for milestones outlined in [4] excludes Gift Aid and any offline donations.
- (g) As part of your registration, WDC will collect information about your home address and t-shirt size. This information will only be processed for the purposes of sending you the correct sized t-shirt and for posting your rewards if you qualify for any rewards as mentioned in clause [4] above and will be held in accordance with GDPR rules and our partnerships privacy policy (see Privacy section).

7. Termination

- (a) WDC reserves the right to terminate your membership to the Pod Creator programme if you are found to be in breach of these Terms and Conditions or WDC's Streaming Guidelines.
 - i. WDC will notify a Pod Creator of a potential breach in writing first with a period of up to 10 working days to respond and agree a solution.
 - ii. If a solution cannot be reached, the Pod Creator must remove any mention of referring to themselves as a Pod Creator, their Pod Creator badge or



usage of the Games For Waves logo from their socials, streaming profiles, Discord, websites or any other platform, and WDC will remove their Pod Creator role from the Discord.

- (b) Pod Creators have the right to leave the programme at any time by notifying a member of the Games For Waves Team via Discord or email.
 - i. WDC will endeavour to comply with this request within 10 working days.
 - ii. Upon leaving the programme you will no longer have access to any rewards or perks and you will have your Pod Creator role from Discord removed.
 - iii. You must remove your Pod Creator badge from your Twitch profile, streams and socials and anywhere else you may have displayed it.

8. Liability

- (a) Insofar as is permitted by law, WDC will not in any circumstances be responsible or liable to compensate, or accept any liability for, any damage or injury occurred as a result of taking part in the Pod Creators programme, except where it is caused by the negligence of WDC. Your statutory rights are not affected.

9. Privacy

- (a) WDC respects your privacy and will keep your information safe and secure and will only use it in accordance with our Privacy Policy. We will not sell, rent or share your personal data with other organisations for their marketing purposes. We may use your data for profiling purposes to make future communications more relevant to you. To see more about how we will use your information visit <https://uk.whales.org/privacy-policy/>
- (b) WDC may contact you for marketing purposes by email if we have your permission to do so. You can unsubscribe or change your preferences at any time by emailing games@whales.org.



10. Governing law

- (a) The WDC Pod Creators programme, these Terms and Conditions, and any dispute or claim between the parties arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed in accordance with the laws of England and Wales.

- 11.** WDC reserves the right to make changes to these Terms and Conditions from time to time and Pod Creators will be notified in writing of any changes.