v2.2, June 2025

Podspike Website and Newsletter Terms and Conditions

Application, Interpretation, Definitions and entire Agreement

1. These Terms and Conditions (hereinafter “conditions”) apply between *Podspike*, a trading name of *Why did the Chicken? Limited,* (hereinafter “Podspike”, “We” or “Us”) and users (hereinafter “customer” or “You”) of our Website and Newsletter.

2. You are deemed to have accepted these conditions when you use our Website or sign up to our Newsletter. These conditions apply to the exclusion of any other terms that you try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, and supersede any previous conditions agreed between us. Separate Terms and Conditions apply at the point of sale for any Services purchased from us..

3. “Podcast” is defined as a digital audio recording containing entertainment or factual content, provided for the purposes of general consumption, and made available via the Internet for downloading onto a computer or mobile device, typically available as a series, new instalments of which can be received by subscribers automatically.

4. “Promotions Team” is defined as any of our employees, subcontractors, agents or 3rd party individuals and businesses we use or have used to help provide our Website, Newsletter and Services.

5. “Services” are defined as activities undertaken by us to promote/market a podcast, and typically include (but are not limited to) audience analysis, copy editing, graphic design, social media content creation and advertising, PR, story, interview and article recommendations, marketing and advertising features/placements, review submissions, cross-promotional partnerships and advice and guidance.

6. “Content” is defined as articles, blog posts, written copy, imagery, video, data and other creative compositions used within our website and newsletter.

7. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation. Words imparting the singular number shall include the plural and vice-versa.

Use of our Website and Newsletter

8. You may not use this Website or our Newsletter in any way which causes, or may cause damage to them, interferes with their use by you or others, or is in any way harmful, illegal, unlawful, abusive, harassing or threatening.

9. When contacting us by email or via a contact form, it is your responsibility to ensure that any details you provide us are correct and complete at the time of provision.

10. This Website and our Newsletter may contain links to other websites not under our control. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of damage arising from the use of them

11. Use of our Website and Newsletter is subject to your acceptance of our Data Protection and Privacy Policy.

12. Whilst we will use reasonable endeavours to ensure that our Website and our Newsletter are secure and free from errors, viruses and other malware, we give no warranty or guarantee in this regard. You agree that you will take reasonable precautions to protect your own data.

Intellectual Property, Rights & Editorial

13. All Content included in our Website and Newsletter is the property of Podspike, our affiliates and partners or 3rd parties. By continuing to use this Website and/or our Newsletter you acknowledge said Content is protected by copyright, trademarks, database rights and other intellectual property rights. Nothing on this site shall be construed as granting, by implication or otherwise, any license or right to use, reproduce, modify or distribute this Content without prior written permission.

Cancellation, Termination and Amendment

14. We may amend these Terms and Conditions at any time, without notice.

15. We may at any time, without notice, amend the Contents of the Website and/or Newsletter or withdraw the Website and/or Newsletter in whole of part.

16. We may at any time, without notice, amend the nature, pricing and availability of our advertised Services.

Liability and Indemnity

17. Any information, advice or guidance we provide through the Website or our Newsletter is provided “as is” and on an “as available” basis and we offer no warranty (express or implied) as to its accuracy, fitness for purpose or completeness.

18. We accept no responsibility or liability for any consequences arising from your use of our Website and Newsletter or their associated Contents, or the availability or otherwise of the Website, our Newsletter.

19. You will not us hold us or any member of our Promotions Team liable (whether caused by our employees, subcontractor, agents or otherwise), in connection with our provision of the Website or Newsletter for:

    a. any indirect, special or consequential loss, damage, costs, or expenses or;
    b. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
    c. any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
    d. any losses caused directly or indirectly by any failure or your breach in relation to your obligations; or

20. Nothing in these Terms and Conditions shall limit or exclude either party's liability for any other matters for which it would be unlawful to exclude or limit liability.

Data Protection and Confidentiality

21. When you sign up to our Newsletter or contact us we may gain access to and/or acquire the ability to transfer, store or process personal data from you, your employees, associated third parties or end customers. You agree that where such processing of personal data takes place, you shall be the 'data controller' and we shall be the 'data processor' as defined in the General Data Protection Regulation (GDPR) as may be amended, extended and/or re-enacted from time to time. For the avoidance of doubt, 'Personal Data', 'Processing', 'Data Controller', 'Data Processor' and 'Data Subject' shall have the same meaning as in the GDPR.

22. When contacting us to apply to have your show featured in our Newsletter, you agree that we may republish your name, podcast name, podcast artwork, related podcast information (such as links) and question in whole or part form as part of the Newsletter Content.

23. We shall Process Personal Data in accordance with our Data Protection and Privacy Policy and implement and maintain technical and organisational security measures as are required to protect Personal Data Processed by us on behalf of you.

24. We shall not disclose Personal Data to any third parties other than employees, directors, agents, subcontractors or advisors on a strict 'need-to-know' basis and only under the same (or more extensive) conditions as set out in these terms and conditions or to the extent required by applicable legislation and/or regulations.

25. For any enquiries or complaints regarding data privacy, you can email: data@podspike.com.

General

26. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy, nor stop further exercise of any other right or remedy.

27. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that/those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).

28. These Terms and Conditions shall be governed by and interpreted according to the law of England and Wales and all disputes arising under the Contract (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

29. In the event of the insolvency, bankruptcy or winding up of *Why did the Chicken?* then unfulfilled obligations may not be met.