

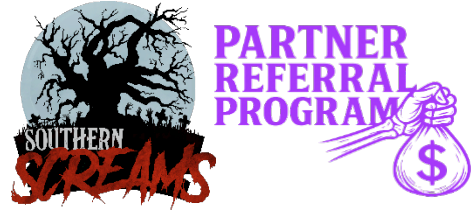
## Southern Screams Referral Program Overview & Agreement

**Program Name:** Southern Screams Partner Referral Program

**Last Revised:** 08/15/2025

**Organized By:** Southern Screams, LLC

**Program Contact:** partners@southernscreams.com



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### Program Summary:

Southern Screams invites schools and non-profit organizations to participate in our Partner Referral Program. Approved partners will receive a unique referral/promo code to share with their network. For each qualifying ticket sold using that code, the organization will receive a percentage of the sales (minus any discounts applied during the transaction) as a commission or donation.

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### Program Benefits:

- **Code:** A unique code assigned to your organization as either a referral code or promo code
  - **Earnings:** Receive 20%-40% commission of ticket sales made using your code.
    - Fewer than 25 tickets = not eligible for commission
    - 25-75 tickets = 20% commission
    - 76-150 tickets = 25% commission
    - 151-250 = 35% commission
    - 251+ = 40% commission
  - **Payout Minimum:** Minimum \$100 in earnings required to trigger a payout.
  - **Flexible Use:** Promote the code via email, social media, newsletters, QR codes, etc.
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### Eligibility:

- Must be a registered school or 501(c)(3) nonprofit; individuals are not eligible.
  - Must agree to these terms and complete a simple onboarding form.
  - Southern Screams reserves the right to approve or deny any application.
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### Payment Terms:

- Payments are made **within 30 days** after the event concludes.
- Payouts exceeding \$600 annually require a completed **W-9 form** and issuance of a **1099-NEC**.

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- Payments will be issued via check.
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#### **Legal & Compliance:**

- All participants must disclose they may receive a commission (FTC compliance).
  - Misrepresentation of the offer or brand may result in termination from the program.
  - Use of Southern Screams' logos or materials must be approved in advance.
  - Codes may not be used in paid advertisements without explicit permission.
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#### **Disclosures & Definitions:**

- **Valid Sale:** A legitimate and undisputed ticket purchase made through Southern Screams' official ticketing platform using your code at checkout.
  - **Commission vs. Donation:** Partners may choose whether to treat their earnings as a marketing commission or as a charitable donation from Southern Screams.
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#### **Tracking & Reporting:**

- Southern Screams will report sales attributed to your code upon written request and not more frequently than once per week.
  - Final reports will be available within 7 business days after the close of the season.
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#### **Agreement:**

By enrolling in this program, you agree to:

1. Promote your code in good faith.
  2. Avoid misleading advertising or misuse of the brand.
  3. Accept that Southern Screams reserves the right to terminate or amend the program at any time.
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#### **LEGAL TERMS & CONDITIONS**

By participating in this referral-based incentive program ("Program") offered by Southern Screams, LLC ("Company"), the participant ("Participant") acknowledges and agrees to the following terms:

1. Voluntary Participation & No Employment Relationship

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Participation in this Program is voluntary and does not constitute an offer or guarantee of employment, contract labor, or any employment-like relationship. Participants are not agents, employees, or representatives of Southern Screams, and shall not hold themselves out as such.

## 2. Compensation Limitations

The only compensation Participants shall receive in connection with this Program is the specific incentive outlined in the Program terms, and only upon successful completion of all requirements and verification by the Company. No Participant shall be entitled to any other form of compensation, reimbursement, benefit, or bonus beyond what is expressly stated in writing. All payments will be processed as outlined and at the sole discretion of Company management.

## 3. Waiver of Claims & Assumption of Risk

By participating, the Participant voluntarily waives and releases Southern Screams, its owners, officers, employees, affiliates, and agents from any and all claims, actions, demands, damages, losses, liabilities, or expenses (including attorney's fees) arising out of or related to their participation in the Program. This includes, but is not limited to, any issues relating to disputes over referral credit, technical errors, eligibility, misrepresentation, or Program changes.

## 4. Indemnification & Hold Harmless Agreement

The Participant agrees to indemnify, defend, and hold harmless Southern Screams and its affiliates, owners, officers, employees, and agents from any and all third-party claims, losses, damages, or liabilities (including reasonable attorney's fees) arising out of or relating to the Participant's actions, conduct, promotional efforts, or breach of these terms. This includes unauthorized use of marketing materials, misrepresentation of the Program, or violation of any applicable laws.

## 5. Program Modification or Termination

Southern Screams reserves the right to modify, suspend, or terminate this Program at any time, without notice and for any reason, including but not limited to abuse, fraud, system error, or other unforeseen circumstances. Management also reserves the right to determine a Participant's eligibility or ineligibility based on any reasonable factor, as determined at the sole discretion of Southern Screams.

## 6. Accuracy of Information

Participants are solely responsible for ensuring the accuracy of their code usage and any associated identification codes. Southern Screams is not liable for misapplied or improperly tracked referrals due to user error, third-party platforms, or technical issues.

## 7. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. Any disputes arising under or in connection with this Program shall be subject to the exclusive jurisdiction of the state or federal courts located in Charleston County, South Carolina.

## Interested in Joining?

Contact us at [partners@southernscreams.com](mailto:partners@southernscreams.com) with your organization name, contact info, and a short message describing your interest. We will review the information provided and make a determination. We may request additional information from you.

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