

ATLANTA STREAMER PROM 2026

GIFT CARD DONATION & YEARBOOK ADVERTISING AGREEMENT

Effective Date: ____

This Gift Card Donation & Yearbook Advertising Agreement ("Agreement") is entered into by and between:

JxyshxunTV ("Organizer")

Website: ____

Business Address: ____

Email: ____

and

Donor/Advertiser: ____ ("Donor")

Legal Business Name: ____

Business Address: ____

Primary Contact: ____

Email: ____

Phone: ____

Organizer and Donor may each be referred to individually as a "Party" and collectively as the "Parties."

1. PURPOSE OF AGREEMENT

Organizer is producing and promoting **Atlanta Streamer Prom 2026** ("Event"), scheduled for **August 29, 2026 at 7:00 PM Eastern Time**.

As part of the Event, Organizer intends to produce a commemorative **Atlanta Streamer Prom 2026 Yearbook** ("Yearbook"), which may be distributed and/or sold on-site at the Event and online.

Donor wishes to provide a gift card to Organizer for use as an Event prize in exchange for advertising and promotional recognition in the Yearbook and, where applicable, Event-related content.

This Agreement establishes the complete terms governing that exchange.

2. GIFT CARD DONATION

Donor agrees to provide the following gift card to Organizer:

Business/Brand: _____

Gift Card Value: \$_____

Gift Card Type:

- ☐ Physical Gift Card
- ☐ Electronic Gift Card
- ☐ Other: _____

Gift Card Number/Reference, if applicable: _____

Expiration Date: _____

Restrictions or Conditions:

The gift card must be valid, usable, and capable of being redeemed for the stated value by the intended recipient.

Unless otherwise disclosed in writing before acceptance, the gift card must not contain restrictions that materially prevent the recipient from reasonably using the advertised value.

3. DELIVERY OF GIFT CARD

Donor must provide the gift card to Organizer no later than:

Delivery Deadline: _____

Physical gift cards must be delivered to the location designated by Organizer.

Electronic gift cards must be delivered to the email address or other electronic account designated by Organizer.

Donor is responsible for ensuring that any electronic gift card codes, redemption instructions, PINs, URLs, or other information necessary for redemption are accurate.

Organizer is not responsible for delays caused by incorrect information supplied by Donor.

4. GIFT CARD REPRESENTATIONS

Donor represents and warrants that:

1. Donor is authorized to issue or provide the gift card.
2. The gift card is genuine and lawfully issued.
3. The gift card has the stated value at the time it is provided to Organizer.
4. The gift card will remain valid through the applicable redemption period disclosed to Organizer.
5. The gift card is not stolen, counterfeit, fraudulent, or otherwise unlawfully obtained.
6. Any restrictions, blackout dates, expiration dates, usage requirements, or other material limitations have been disclosed to Organizer before execution of this Agreement.
7. The gift card does not require the recipient to make an undisclosed purchase in order to receive the stated advertised value.

Donor remains responsible for honoring the gift card in accordance with its stated terms.

5. YEARBOOK ADVERTISING EXCHANGE

In consideration for receiving the gift card described in this Agreement, Organizer will provide Donor with the corresponding Yearbook advertising placement based on the gift card value selected below.

\$25 GIFT CARD

Advertising Benefit:

- Quarter-page Yearbook advertisement.
- Special thanks in applicable Event episode credits.

\$50 GIFT CARD

Advertising Benefit:

- Half-page Yearbook advertisement.
- Special thanks in applicable Event episode credits.

\$75 GIFT CARD

Advertising Benefit:

- Quarter-page Yearbook advertisement.
- Thank-you recognition in applicable Event episode credits.

\$100 GIFT CARD

Advertising Benefit:

- Full-page Yearbook advertisement.
- Logo placement on the Event shirt, subject to production deadlines and available production space.
- Special thanks in applicable Event episode credits.

Selected Gift Card Value: \$_____

Corresponding Yearbook Advertisement: _____

6. EVENT PRIZE USE

The donated gift card may be awarded as a prize during the Event, including as a prize for a Prom Superlative, Prom Court recognition, contest, giveaway, winning ceremony, or other Event-related award selected by Organizer.

Organizer will determine the specific recipient and method of awarding the gift card unless otherwise agreed in writing.

Organizer does not guarantee that the recipient will use, redeem, or publicly promote the gift card.

Organizer will not be responsible for a recipient's failure to redeem the gift card when the failure results from the recipient's actions, failure to follow redemption instructions, loss of the gift card, expiration after delivery, or other circumstances outside Organizer's reasonable control.

7. DONOR RECOGNITION

Each Donor may receive special recognition associated with its gift card contribution.

Depending on the selected package, recognition may include:

- Special thanks during the Event;
- Verbal recognition during the winning ceremony;
- Recognition during Event speeches;
- Special thanks in applicable episode credits;
- Yearbook advertising;
- Logo placement on the Event shirt for qualifying \$100 contributions; and
- Other promotional recognition expressly stated in this Agreement.

Unless specifically promised in this Agreement, Organizer does not guarantee a specific number of verbal mentions, social-media posts, views, impressions, clicks, sales, or other performance metrics.

8. YEARBOOK ADVERTISEMENT MATERIALS

Donor is responsible for providing all artwork, logos, photographs, advertisements, copy, contact information, website addresses, social-media handles, and other materials necessary for the advertisement.

Organizer will communicate the applicable artwork submission deadline.

Advertisement Submission Deadline: _____

If Donor misses the applicable deadline, Organizer will make reasonable efforts to include the advertisement but cannot guarantee inclusion if the Yearbook has entered production.

Donor acknowledges that printing and production schedules may prevent late changes.

9. ADVERTISEMENT DESIGN

Donor may provide its own completed advertisement artwork.

If Donor does not have completed artwork and requests Organizer to design the advertisement, the following additional design fee applies:

Advertisement Design Fee: \$50

☐ **Donor is providing finished artwork.**

☐ **Donor is requesting Organizer to design the advertisement for an additional \$50.**

The design fee is separate from the donated gift card and must be paid before design work begins unless Organizer agrees otherwise in writing.

The design fee covers reasonable design work for the applicable Yearbook advertisement.

Additional revisions, substantially different concepts, or additional creative services may require an additional fee if agreed upon by the Parties before the additional work is performed.

10. ADVERTISEMENT APPROVAL

Organizer will provide Donor with a reasonable opportunity to review the advertisement before final production when production schedules permit.

Donor is responsible for reviewing and approving:

- Business name;
- Logo;
- Contact information;
- Website;
- Telephone number;
- Social-media information;
- Prices;
- Promotions;
- Product information;
- Claims;
- Spelling;
- Images; and
- Other factual information contained in the advertisement.

Once Donor approves the advertisement, Donor accepts responsibility for the accuracy of the approved content.

Organizer will not knowingly alter approved advertising content in a way that materially changes its meaning without Donor's approval, except where changes are necessary for formatting, production, legal compliance, or technical requirements.

11. ADVERTISEMENT CONTENT REQUIREMENTS

Organizer reserves the right to reject or request modification of advertising content that Organizer reasonably believes:

- violates applicable law;
- infringes a third party's intellectual-property rights;
- is deceptive or misleading;
- contains unlawful content;
- contains hate speech or discriminatory material;
- promotes illegal activity;
- creates a safety concern;
- conflicts with Event or venue policies; or
- is materially inappropriate for the intended Event audience.

If an advertisement is rejected, the Parties will make reasonable efforts to create a compliant replacement advertisement.

Organizer will not unreasonably reject a lawful advertisement that otherwise complies with this Agreement.

12. DONOR INTELLECTUAL PROPERTY

Donor retains ownership of its trademarks, logos, photographs, artwork, business names, slogans, and other intellectual property supplied to Organizer ("Donor Materials").

Donor grants Organizer a limited, non-exclusive, royalty-free license to reproduce and display Donor Materials solely as reasonably necessary to create and distribute the Yearbook, promote the Event, provide the agreed advertising benefits, and provide the promotional recognition described in this Agreement.

Organizer does not receive ownership of Donor Materials.

Donor represents that it has the necessary rights and permissions to provide the materials to Organizer.

13. ORGANIZER INTELLECTUAL PROPERTY

Organizer retains all rights to the Atlanta Streamer Prom name, Event branding, Yearbook design, JxyshxunTV branding, photographs, videos, graphics, promotional materials, and other intellectual property owned or created by Organizer.

Donor may not reproduce or modify Organizer's branding or imply that Organizer has endorsed a product, service, organization, or statement beyond the relationship established by this Agreement without Organizer's written permission.

14. YEARBOOK SALES AND DISTRIBUTION

Donor acknowledges that the Yearbook may be sold both:

- On-site at the Event; and
- Online through channels selected by Organizer.

Donor's advertising placement does not provide Donor with ownership of the Yearbook or any portion of Yearbook sales revenue unless separately agreed in writing.

Organizer determines the final retail price, distribution method, quantity produced, and sales channels for the Yearbook.

Organizer does not guarantee a minimum number of Yearbooks sold.

15. YEARBOOK PRODUCTION CHANGES

Organizer may make reasonable design, formatting, layout, color, sizing, pagination, or production adjustments necessary to produce the Yearbook.

Organizer will make reasonable efforts to preserve the agreed advertising size and visibility.

Minor formatting adjustments that do not materially reduce the advertising placement will not constitute a breach of this Agreement.

If circumstances outside Organizer's reasonable control prevent the Yearbook from being produced, Organizer will make reasonable efforts to provide an alternative promotional benefit of reasonably comparable value.

16. EVENT CHANGES AND FORCE MAJEURE

Organizer may modify Event schedules, programming, venue arrangements, floor plans, production details, or promotional activities when reasonably necessary because of venue requirements, safety, weather, governmental requirements, security, technical issues, production requirements, or circumstances outside Organizer's reasonable control.

Neither Party will be liable for failure to perform an obligation when performance is prevented by circumstances beyond that Party's reasonable control, including severe weather, natural disaster, fire, government action, venue closure, widespread technical failure, public emergency, labor disruption, or similar circumstances.

If the Event is postponed, Organizer will make reasonable efforts to preserve Donor's advertising and promotional benefits in connection with the rescheduled Event.

17. CANCELLATION BY DONOR

Because the gift card is being provided in exchange for advertising services and promotional recognition, Donor may not revoke or withdraw the gift card after it has been delivered to Organizer except by written agreement with Organizer.

If Donor cancels before delivering the gift card, Organizer is not obligated to provide the corresponding Yearbook advertising or promotional benefits.

If Donor has already submitted advertising materials or incurred a separate design fee, Organizer may retain the design fee for work already performed.

18. FAILURE TO PROVIDE THE GIFT CARD

If Donor fails to provide the agreed gift card by the required deadline, Organizer may suspend or cancel the corresponding advertising placement.

Organizer is not required to reserve a Yearbook advertising position indefinitely for a Donor that has not provided the agreed consideration.

If Organizer has already incurred documented production expenses specifically for Donor's advertisement, Donor may remain responsible for those expenses to the extent permitted by law.

19. INVALID OR UNREDEEMABLE GIFT CARD

If a gift card provided by Donor is invalid, counterfeit, previously redeemed, materially restricted beyond the disclosed terms, or otherwise cannot reasonably be redeemed for the represented value, Donor must promptly provide a replacement gift card of equal or greater value.

If Donor fails to provide a valid replacement within a reasonable period after receiving notice, Organizer may remove or discontinue the associated advertising and promotional benefits.

This provision does not apply when the inability to redeem the gift card is caused solely by the recipient's misuse, loss, failure to follow disclosed redemption requirements, or conduct unrelated to Donor.

20. NO GUARANTEE OF BUSINESS RESULTS

Organizer does not guarantee that Donor will receive:

- A specific number of customers;
- Sales;
- Leads;
- Website visits;
- Social-media followers;
- Social-media impressions;
- Advertising views;
- Return on investment;
- Media coverage;
- A specific number of Yearbook purchasers; or
- Any particular commercial benefit.

The agreed consideration is the advertising placement and promotional recognition expressly described in this Agreement, not a guaranteed business result.

21. EVENT PHOTOGRAPHY AND VIDEO

The Event may be photographed, recorded, livestreamed, or otherwise documented.

Organizer may use photographs, video, audio, and other recordings containing Donor's booth, signage, products, representatives, logos, or other Event-related materials for legitimate Event, Yearbook, promotional, social-media, website, advertising, editorial, archival, and recap purposes.

Donor is responsible for obtaining appropriate permissions from its employees, representatives, models, contractors, or other individuals it brings to the Event.

22. DONOR CONDUCT

Donor and its representatives agree to comply with reasonable Event and venue rules.

Donor will not engage in conduct that is unlawful, threatening, abusive, fraudulent, discriminatory, or materially disruptive to the Event.

Organizer may remove Donor representatives from the Event for serious misconduct, subject to applicable law and reasonable safety considerations.

23. INDEMNIFICATION

Each Party agrees to defend, indemnify, and hold harmless the other Party and its officers, employees, agents, and representatives from third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising directly from:

1. that Party's material breach of this Agreement;
2. that Party's negligence or willful misconduct;
3. bodily injury or property damage caused by that Party's negligence or willful misconduct; or
4. infringement of a third party's intellectual-property rights by materials supplied by that Party.

Neither Party will be responsible for claims caused by the other Party's negligence, willful misconduct, unauthorized conduct, or breach.

24. LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, neither Party will be liable to the other for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, lost business opportunities, or anticipated revenue arising from this Agreement.

Except for liability arising from fraud, willful misconduct, intellectual-property infringement, indemnification obligations, or liability that cannot legally be limited, each Party's aggregate liability under this Agreement will not exceed the greater of:

- (a) the value of the gift card provided under this Agreement; or
- (b) the amount of any separate fees actually paid by Donor to Organizer under this Agreement.

Nothing in this Agreement limits liability where such limitation is prohibited by law.

25. INDEPENDENT PARTIES

The Parties are independent contractors.

Nothing in this Agreement creates a partnership, joint venture, employment relationship, franchise, fiduciary relationship, or agency relationship.

Neither Party has authority to bind the other Party unless expressly authorized in writing.

26. TAXES AND GIFT CARD COMPLIANCE

Donor is responsible for complying with all applicable laws, regulations, and tax requirements relating to the issuance and redemption of its gift card.

Donor is responsible for any applicable fees, taxes, permits, or governmental requirements associated with its business or gift card.

Organizer is not providing tax advice to Donor or to any gift-card recipient.

27. CONFIDENTIAL INFORMATION

Each Party may receive non-public information belonging to the other Party.

Each Party agrees to use reasonable care to protect confidential information and not disclose it except to persons who reasonably need the information to perform this Agreement, when authorized, or when disclosure is required by law.

Information that is publicly available through no fault of the receiving Party is not considered confidential.

28. DISPUTE RESOLUTION

The Parties agree to first attempt in good faith to resolve any dispute through direct communication between authorized representatives.

If the dispute cannot be resolved informally, the Parties agree to participate in good-faith mediation before filing a lawsuit, except when immediate legal or equitable relief is reasonably necessary.

If mediation does not resolve the dispute, either Party may pursue remedies available under applicable law.

29. GOVERNING LAW AND VENUE

This Agreement will be governed by the laws of the **State of Georgia**, without regard to conflict-of-law principles.

Unless otherwise agreed in writing, any court proceeding arising from this Agreement will be brought in a court of competent jurisdiction located in or serving **Fulton County, Georgia**.

Each Party consents to the jurisdiction of such courts.

30. NOTICES

Formal notices under this Agreement must be delivered by email, personal delivery, nationally recognized overnight delivery service, or certified mail using the contact information provided by the Parties.

Each Party is responsible for notifying the other Party of changes to its contact information.

31. ENTIRE AGREEMENT

This Agreement constitutes the complete understanding between the Parties regarding the gift card donation and Yearbook advertising exchange.

It supersedes prior oral or written discussions, proposals, representations, and understandings concerning the same transaction.

Neither Party is relying upon a promise or representation that is not expressly contained in this Agreement.

32. AMENDMENTS

Any modification to this Agreement must be agreed upon in writing by both Parties.

Email confirmation may constitute written approval when the Parties clearly identify the specific change being approved.

33. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the fullest extent permitted by law.

The invalid provision will be modified to the minimum extent necessary to make it enforceable where legally permitted.

34. WAIVER

Failure by either Party to enforce any provision of this Agreement does not constitute a permanent waiver of that provision.

Any waiver must be specific to the applicable circumstance unless expressly stated otherwise in writing.

35. ELECTRONIC SIGNATURES

The Parties agree that electronic signatures, digital signatures, scanned signatures, and electronically accepted copies of this Agreement may be used and will have the same legal effect as an original handwritten signature to the extent permitted by applicable law.

Each person signing represents that they have authority to enter into this Agreement on behalf of the Party identified below.

GIFT CARD & ADVERTISING SUMMARY

Event: Atlanta Streamer Prom 2026

Event Date: August 29, 2026

Event Time: 7:00 PM Eastern Time

Donor/Advertiser: _____

Business Name: _____

Gift Card Value:

☐ \$25 — Quarter-Page Yearbook Ad + Special Thanks in Episode Credits

☐ \$50 — Half-Page Yearbook Ad + Special Thanks in Episode Credits

☐ \$75 — Quarter-Page Yearbook Ad + Thank You in Episode Credits

☐ \$100 — Full-Page Yearbook Ad + Event Shirt Logo Placement + Special Thanks in Episode Credits

Gift Card Type: _____

Gift Card Expiration Date: _____

Gift Card Delivery Date: _____

Advertisement Artwork Due: _____

Advertisement Design Requested:

☐ No — Donor is supplying finished artwork.

☐ Yes — Additional \$50 design fee.

Design Fee: \$_____

ADDITIONAL AGREED TERMS

DONOR / ADVERTISER SIGNATURE

Legal Business Name:

Authorized Representative:

Title:

Signature:

Date:

JXYSHXUNTV / ORGANIZER SIGNATURE

Legal Name:

Authorized Representative:

Title:

Signature:

Date:

ACKNOWLEDGMENT

By signing this Agreement, both Parties confirm that they have read and understood the Agreement, have had the opportunity to ask questions regarding its terms, and voluntarily agree to be legally bound by its provisions.

Each Party further confirms that the individual signing below has authority to enter into this Agreement on its behalf.