

# Plexus® December 3-Day Reset Challenge Giveaway

## Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Plexus 2024 December Reset Challenge Giveaway (“Giveaway”) is open to Retail Customers, Brand Ambassadors, and VIP Customers of the fifty (50) United States (and the District of Columbia) and Canada who are eighteen (18) years of age and older at the time of entry. Employees of Plexus Worldwide, LLC and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and all other service agencies involved with the Giveaway and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee are not eligible to participate or win. In order to enter the Giveaway or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway.

**2. Sponsor:**

United States: Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, USA.

Canada: Plexus Canada Limited Partnership, Plexus Canada, LP, 6500 Trans-Canadian Highway, Suite 400, Pointe-Claire, Quebec H9R 0A5, Canada.

**3. Timing:** Giveaway begins Monday, December 16, 2024, at 7AM US MST to Friday, December 20, 2024 at 5:00 PM MST (the “Giveaway Period”). The Giveaway is governed by these Official Rules and is subject to all applicable federal, state, local and provincial laws.

**4. How To Enter:** For the Giveaway, you must complete the following steps to receive one entry in the Giveaway. One post per account.

1. Follow the Plexus Instagram page @plexusworldwide and
2. Tag Plexus @plexusworldwide with a compliant story or post a feed picture of your Reset Journey

You must follow Plexus @plexusworldwide on Instagram at the time of entry and until the winner is finalized. You must have your Instagram profile settings as PUBLIC (not private) to enter your Submission. To participate in the Giveaway, if you do not already have an Instagram account, download the free Instagram application and create an account as instructed. Getting an Instagram account is free. Limit of one entry per person per day and per Instagram account during the Giveaway Period. Use of multiple Instagram accounts to enter by the same individual is prohibited and may result in disqualification. Submissions will be deemed to have been submitted by the authorized account holder of the Instagram account from which the Submission is uploaded at the time of the entry, as identified by the primary email address associated with that account. Only entries submitted via the above methods are eligible. Entries submitted via any other method, will NOT be accepted. Entries must be received no later than the close of the Giveaway Period.

All posts become the property of the Sponsor and will not be returned. By entering a post, the Participant grants the Sponsor and its affiliates the right to publish the entries, photos, name, image and/or likeness on the Sponsor's websites and in the Sponsor's social media and marketing materials without further compensation, notification or permission, unless prohibited by law. Giveaway posts may be used for the purpose of marketing the Sponsor's products and business opportunity.

Sponsor is not responsible for entries that are incomplete or inaccurate whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Giveaway or by any technical or human error which may occur in the processing of entries. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. All entry information and photos, if submitted, become the property of the Sponsor and will not be returned. By submitting an entry, you agree that your submission is gratuitous and made without restriction and will not place Sponsor under any obligation, and that Sponsor is free to disclose or otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By entering, you acknowledge that Sponsor has no obligation to use or post any entry you submit.

**5. Winner Determination and Notification:** On December 20, 2024, the Sponsor will announce the winners for the prizes described below in a random drawing of all valid entries

received. POTENTIAL WINNERS WILL BE NOTIFIED BY DIRECT MESSAGE ON INSTAGRAM FROM @PLEXUSWORLDWIDE AND WILL BE REQUIRED TO RESPOND WITHIN 72 HOURS OF NOTIFICATION. Failure by a potential winner to respond to any contact within the stated timeframe will result in disqualification, and Sponsor will select an alternate potential winner in the same manner. Odds of winning a Giveaway prize depend on the number of eligible entries received during the Giveaway Period. Limit of one prize per person.

An Alternate Means of Entry (AMOE) is available during this Giveaway. Brand Ambassadors may also enter the Giveaway by sending a postcard with their name, phone number, email address, and Brand Ambassador ID number to: Plexus Worldwide, 9145 E. Pima Center Parkway, Scottsdale, AZ 85258, Attn: 2024 December Reset Challenge Giveaway,

All credit card payments must be in the name of the purchasing Brand Ambassador, VIP Customer, or Retail Customer and not that of the Sponsor or upline. Any purchases subject to returns, refunds, and declined eCheck payments will not qualify for this Giveaway. Brand Ambassadors not in good standing under the Plexus policies and procedures are not eligible to participate in this Giveaway.

## 6. Prizes:

Ten (10) participation winners and 3 Grand Prize winners will be randomly chosen on December 20, 2024. Prizes will be awarded as follows:

### Participation Winners (10 Winners):

- 150 USD Lululemon Gift Card
- Plexus Products – Healthy Habits Combo (ARV 245 USD)
- 1 Reset Kit (ARV 89 USD)
- 100 USD Kendra Scott Gift Card
  
- **Grand Prize (3 Winners):**
  - 500 USD towards a gym membership<sup>1</sup>
  - 500 USD Lululemon Gift Card
  - Bose Noise-Canceling Headphones (ARV 500 USD)
  - Fitbit Charge 6 (ARV 100 USD)
  - 250 USD Kendra Scott Gift Card
  - Gift Card for Calm App 1-Year Subscription (ARV 70 USD)
  - 100 USD Barnes & Noble Gift Card

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<sup>1</sup> The 500 USD will be deposited into the winner's Plexus commission account by January 31, 2025.

- Quencher H2.0 Flow state Stanley Cup (ARV 50 USD)
- NutriBullet Blender (ARV 50 USD)
- Plexus Products – Healthy Habits Combo (ARV 245 USD)

All winners are solely responsible for any federal, state, local and provincial taxes.

For United States: For the purposes of reporting your annual income to the IRS, the value of any prize, award, or offer, whether it be cash or non-cash, is considered taxable income and will be included in the Form 1099-NEC if your total income from Plexus exceeds 600 USD.

For Canada: Each earner is solely responsible for reporting and paying any income tax that may be payable in connection with receipt of a prize.

**7. POTENTIAL GIVEAWAY WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING (WITHOUT RIGHT OF APPEAL) IN ALL MATTERS RELATED TO THE GIVEAWAY, PROVIDED THE DECISION IS REASONABLE. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, A CANADA RESIDENT MUST FIRST CORRECTLY ANSWER A MATHEMATICAL SKILL-TESTING QUESTION WITHOUT MECHANICAL OR OTHER AID WITHIN A LIMITED AMOUNT OF TIME.**

**8. Participant conditions and release:**

Each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the sponsor, which are binding and final (without right of appeal) in all matters relating to this Giveaway; (b) release and hold harmless the sponsor and each of its respective parents, subsidiary and affiliated companies, the prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Giveaway and all of their respective past and present officers, directors, employees, agents, and representatives (collectively, the “Released Parties”) from and against any and all claims, expenses, and liability, including (except where prohibited) but not limited to, negligence and damages of any kind to persons and property, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye, or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright, or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's earning, creation, or submission of an earning, participation in the Giveaway, acceptance or use or misuse of prize and/or the broadcast, exploitation, or use of entry; and (c) indemnify, defend, and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys’ fees) arising out of or relating to a participant’s participation in the Giveaway and/or participant’s acceptance, use, or misuse of prize.

**9. Publicity**

Except where prohibited by law, participation in the Giveaway constitutes winner’s consent to the sponsor's and its agents' use of earner's name, likeness, photograph, voice, opinions,

and/or hometown, state, or province and country for Giveaway purposes in any media, worldwide, without further notice, payment, or consideration, and where required, the entrant hereby grants to the sponsor an unlimited, worldwide, royalty-free, non-exhaustive, perpetual, and irrevocable license to use earner's name, likeness, photograph, voice, opinions, and/or hometown, state, or province and country for Giveaway purposes in any media, worldwide, without further notice, payment, or consideration. Where prohibited, the sponsor will request earner's permission to use earner's name, likeness, and/or photograph for Incentive purposes.

#### **10. General conditions**

To the extent permitted by law, the sponsor reserves the right, in its sole and absolute discretion and in consideration of the earner's interests, to cancel, suspend, and/or modify the Giveaway, or any part of it (including, without limitation, these Official Rules), if any fraud, technical failures, or any other factor beyond the sponsor's reasonable control impairs the integrity or proper functioning of the Incentive, as determined by the sponsor in its sole discretion. The sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Giveaway-related materials, the terms and conditions of these Official Rules shall prevail, govern, and control.

#### **11. Limitations of liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or used in the Incentive; (b) technical failures of any kind (including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software); (c) unauthorized human intervention in any part of the entry process or the Giveaway; (d) technical or human error, which may occur in the administration of the Giveaway or the processing of Entries; or (e) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Giveaway or receipt or use or misuse of any prize.

#### **13. Disputes**

Each participant agrees that: (a) any and all disputes, claims, or causes of action arising out of or connected with this Giveaway, or any prizes awarded shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Incentive, but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim proven, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

All disputes, claims, and causes of action arising out of or connected with this Giveaway, or any prizes awarded, and all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or rights and obligations of the qualifiers and the Sponsor in connection with this Giveaway, shall be governed by the following laws:

In the United States/New Zealand: The laws of the State of Arizona, USA without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona, USA.

In Canada: The applicable laws, statutes, and ordinances, rules and regulations governed by and shall be construed in accordance with the substantive laws of the province of Ontario and the federal laws of Canada applicable therein without regarding to principles of conflicts of law. The parties specifically agree to the venue and jurisdiction being exclusively in the federal and provincial courts situated in Toronto, Ontario, Canada. FOR RESIDENTS OF QUEBÉC ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

#### **14. Participant's personal information**

Information collected from earners is subject to the Sponsor's Privacy Policy, which is available at <https://shop.plexusworldwide.com/privacy-policy> or subdomains of that website. By participating in this Giveaway, each participant expressly consents to the sponsor, its agents and/or representatives, storing, sharing, and using the personal information submitted only for the purpose of administering the Giveaway and in accordance with sponsor's privacy policy. This section does not limit any other consent(s) that an individual may provide the sponsor or others in relation to the collection, use, and/or disclosure of their personal information.

#### **14. Giveaway Results**

To obtain the prize winners list, send a self-addressed, stamped envelope to: Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258; Attn: 2024 December 3-Day Reset Challenge Giveaway– Winner's List. Requests must be received within 60 days of the end of the Giveaway Entry Period.

*This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram*