## Canadian Silver Business Builder



Who is the article for?	Canada
Who can participate?	Qualified Canadian Brand Ambassadors
When is the promotion?	The program period will operate on a quarterly basis, beginning on the first day of each quarter and end on the last day of each quarter.
Help	Call Us or Email Us

#### **How to Enter**

The program is only open to Qualified Brand Ambassadors in Good Standing in accordance with Plexus' Brand Ambassador Agreement and Policies and Procedures throughout the Contest Period, who achieve a certain number of new Silvers until the end of the Contest Period. A "Qualified Brand Ambassador" is defined as an individual who:

- Has a current, fully paid Annual Membership;
- Has at least 100 in Personal Volume (PV), excluding Welcome Pack PV, through the
  monthly cycle end date. PV is defined as the volume received from each
  commissionable product that you or your customers purchase (excluding Welcome
  Pack PV) and must be qualified in the prior month; and
- Has achieved the highest achieved rank of Silver, Senior Silver Gold, Senior Gold, or Ruby.

### **Frequently Asked Questions**

#### When is the contest period?

The contest is quarterly. Q1 Jan – March, Q2 April – June, Q3 July – September, and Q4 October – December. Results are announced after commissions close the final month of each quarter.

**Example:** Q1 winners would be announced after March's commissions close in April.

#### Who is eligible to participate and how can I qualify for this contest?

You must be a Canadian Brand Ambassador in good standing to participate in the contest. To qualify for the Canadian Silver Business Builder Getaway, Canadian Brand Ambassadors must have the most first time Silver Rank Achievements within their first three levels during the qualification period. Canadian Brand Ambassadors must also have a minimum of three first time Silver Rank Achievements in their first three levels in the eligible quarter.

#### How does a Brand Ambassador reach Silver Brand Ambassador Rank?

To achieve Silver Rank, your Annual Membership must be paid and current. You must have at least 100 Personal Volume (PV), through the monthly cycle end date, and you have to have at least 3 personally sponsored, Qualified Brand Ambassadors.

## To qualify for the contest, do Silver Brand Ambassadors have to be achieving Silver Brand Ambassador rank for the first time?

Yes. To qualify for the contest, all Brand Ambassadors must be achieving Silver Brand Ambassador rank for the first time.

#### What are the reward levels for this contest?

(Up to) the top six Canadian Brand Ambassadors with the most first time Silver Business Builder Getaway Achievements on their first three levels will earn a trip to Scottsdale, Arizona.

# How will I know if I was selected as a reward winner for the grand reward trip to Scottsdale, Arizona?

The top winners will be announced after commissions close and they clear compliance. A member of the Plexus Recognition team will email the winner and be called directly by a member of the Canadian Recognition team.

#### Can you share more information on the Scottsdale, Arizona trip for the top winners?

The top (6) earners will earn (2) round-trip tickets for you and a guest to Scottsdale, Arizona (DATES TBD)\*. The trip consists of 4 Days and 3 Nights at a beautiful Scottsdale resort and a Spa Treatment for the earner and one guest. We will provide the Earners with \$300.00 USD spending cash. You will also earn a business/training session with a Plexus Top Field Leader. You will be attending a lunch with Plexus Staff and a dinner with a Plexus Executive. Earners and guests for the grand reward trip must have a valid passport.

#### What happens in the instance of a tie during the contest?

In the instance of a tie, the tiebreaker will work as follows: we will first look at who has the newest personally sponsored Preferred Customers, followed by the newest personally sponsored Retail Customers, followed by the most PV during the qualification period.

Who do I contact if I have any questions about the contest or my qualification level after the results have been posted?

You can email **plexusrecognition@plexusworldwide.com** and someone from Recognition team will get back to you.

\*The guest of the earner must be able to depart from same Canadian airport as earner and it is the nearest airport to their home address on file.

### **Rules and Regulations**

#### **Click To View**

NO PURCHASE NECESSARY TO ENTER. A purchase will not increase the chances of earning the Program awards, and no purchase or payment of any kind is necessary in order to enter or earn a Program Award. The program is intended to be conducted in all of the Provinces and Territories of Canada (excluding Quebec) and shall be construed according to applicable Canadian federal, provincial, territorial and municipal laws. The program constitutes acceptances of these Rules.

1. **Who Can and Cannot Enter.** The Canadian Silver Business Builder program and awards arising therefrom is open to Qualified Brand Ambassadors as defined under Section 3 of the Rules, residing in Canada (excluding the province of Quebec) who are of legal age by January 1, 2023. To be eligible to participate, a Qualified Brand Ambassador must enter by the method set out in Section 3 of these Rules during

the program Period defined in Section 2 of these Rules. Participation in the program constitutes full and unconditional agreement and acceptance of these Rules and the decisions of Plexus Worldwide, LLC (the "Company" or "Plexus"), which are final and binding on all matters relating to the program's rules. Employees of the Company and their parent companies, affiliates, subsidiaries, agents, distributors, advertising agencies and promotion fulfillment agencies, as well as immediate family (spouse, parents, siblings and children) and household members are not eligible to enter or earn Awards.

- 2. **Program Period.** The first quarter of the program period begins on January 1, 12:00 a.m. ET through March 31, 11:59 p.m. ET. The second quarter of the program begins on April 1, 12:00 a.m. ET through June 30, 11:59 p.m. ET. The third quarter of the program period begins on July 1, 12:00 a.m. ET through September 30, 11:59 p.m. ET. The fourth quarter of the program period begins on October 1, 12:00 a.m. ET through December 31, 11:59 p.m. ET.
- 3. **How to Enter.** The program is open to Qualified Brand Ambassadors in good standing in accordance with Plexus' Brand Ambassador Agreement and Policies and Procedures throughout the program period, who achieve a certain number of new Silvers in that specific quarter as defined above. A "Qualified Brand Ambassador" is defined as an individual who:
  - 1. Has a current, fully paid Annual Membership;
  - 2. Has at least 100 in Personal Volume (PV), excluding Welcome Pack PV, through the monthly cycle end date. PV is defined as the volume received from each commissionable product that you or your customers purchase (excluding Welcome Pack PV) and must be qualified in the prior month; and
  - 3. Has achieved the highest achieved rank of Silver, Senior Silver, Gold, Senior Gold, or Ruby within the program individual quarters.

#### Good Standing is defined as:

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- 1. You have acknowledged and agreed to the Brand Ambassador Terms and Conditions and Policies and Procedures; and
- 2. You have not violated the Company's Terms and Conditions and Policies and Procedures.
- 4. **Selection of Qualified Brand Ambassadors.** Subject to compliance with these Rules, there can be up to six (6) grand prize award earners and up to 10 runner-up earners. The first six (6) Qualified Brand Ambassadors with the most first time Silver Rank Advancements, within the first three level(s) of their organization during the program period will earn the grand award. The next 10 qualified Brand Ambassadors will earn the runner-up award

In order to qualify for the program awards, Qualified Brand Ambassadors must do the following:

- 1. Have personally sponsored at least (1) one Silver<sup>11</sup>; and
- 2. Have a minimum of three (3) new Silvers within the quarter of the period in their first three levels.

In the event of a tie, the Brand Ambassador with the most Level 1s, followed by newest personally sponsored Preferred Customers during the month, followed by the newest personally sponsored Retail Customers, followed by the most PV would earn the awards.

- 5. **Grand Award and Grand Award Values.** The six Grand Award earners will earn a trip to Scottsdale, Arizona for themselves and one guest to visit the One Plexus® Headquarters. This trip includes:
- A round-trip flight to and from Scottsdale, Arizona for the earner and their guest (Economy class; no upgrades) from the earners closest major Canadian airport\*
- A 3-night stay at a resort (room and tax only) near the Scottsdale Plexus Headquarters; one (1) Deluxe Room Single or Double Occupancy
- Spa treatment for achiever and (1) guest
- 300 USD spending money (to be deposited into hyperwallet prior to trip)
- Ground transportation to and from the airport, hotel, Plexus Headquarters and the dinner with the Executives
- Tour of One Plexus Headquarters
- Business/training session
- Lunch with Plexus Staff
- Dinner with Plexus Executives
- Crystal recognition Award + Certificate

The earners of each quarter must schedule and complete their trip within the next two scheduled trips following the notification date, based on corporate availability.

Once airline tickets have been purchased for the earner and their guest, no transfers or name changes will be approved. The earner may bring a new guest, but the earner will be responsible for purchasing airfare. Plexus will not be responsible for any additional travel costs incurred as a result of this change. Once the airline tickets have been purchased there will be no credit or re-issuance of airfare for future trips or dates. Cancellation fees may apply to canceled reservations. Each traveler is responsible for flight check-in as well as arrival and departure tracking of flights. Plexus will not be responsible for providing flight change notifications.

<sup>\*</sup>Guests must be able to depart from the same Canadian airport as the earner.

The earners will be responsible for providing a personal credit card at time of check in to cover all incidentals as well as any additional charges made during your stay not covered by Plexus. The following items will be charged directly to the earner and/or guest:

- 1. Room upgrades
- 2. Additional spa treatments and/or upgrades
- 3. Food and beverages
- 4. Excursions or resort activities not included in the reward
- 5. Extraneous ground transportation not included in the aforementioned rewards

For the corporate tour, closed-toed shoes must be worn on the warehouse tour. No cell phones or photos are permitted around desks in the Plexus Headquarters or in the warehouse. Brand Ambassadors will have photos and videos taken of them while participating in the trip and related events for marketing and testimonials purposes.

The 10 runner-up earners will receive a 125.00 CAD Visa gift card and 125.00 CAD product credit.

7. **How to Earn.** The earners will be notified no later than the end of the following month of the program period via phone and email at the phone number and email address listed on file with the Company. All travel arrangements are made at the discretion of the Plexus Recognition Team. The earner and their guest must be 18 years or over.

The earners must have complied with and remain in compliance with these rules. In addition, the earners may be required to provide verification of his or her eligibility, age and all claims made by the earners. Should an earner not be reached no later than the following month after each program Period for any reason, including, but not limited to, the failure of the earner to provide appropriate contact information or the earner rejecting his or her Award, or if the earner is otherwise not in compliance with these Rules, or is disqualified by the Company for any reason in the sole discretion of the Company, the Award shall be automatically forfeited by that achiever.

#### 8. Odds of Earning the Program Awards

The odds of earning will depend on the number of Qualified Brand Ambassadors who achieve a certain number of Silver Rank Advancements during the Program Period.

#### 9. **Program Conditions**

The following conditions apply to all program Awards:

- All program Awards must be accepted as awarded. No substitutions, alterations, cash equivalents or redemptions will be made except at the sole discretion of the Company. All program Awards are subject to availability and the Company in its sole discretion may substitute cash or a different program Award of approximately equivalent or greater approximate retail value (ARV), except where prohibited by law.
- 2. If a program Award earner does not use any portion of any program Award, no other compensation for the unused portion of the program Award, in whole or in part, will be provided.
- 3. All program Awards are non-exchangeable, non-transferable, non-refundable, not redeemable for cash or other program Awards and non-changeable once issued. Any attempt by the earner of the program Award to transfer or sell any portion of the program Award without the express written consent of the Company shall immediately forfeit the entire program Award, and such earner may not be eligible to earn any future program Awards from any programs held by the Company, as determined by the Company in its sole discretion.
- 4. Where applicable, a program Award earner is solely responsible for all taxes, surcharges and fees associated with receipt or use of any program Award. Any charges and/or expenses not specifically mentioned as included in a program Award are the responsibility of the earner. All federal, provincial, territorial and municipal laws and regulations apply.
- 5. The Company does not assume any liability for lost, damaged or misdirected entries or Program Awards.
- 6. The Company and their agents shall not be responsible for delays in delivery of any portion of any Program Awards.
- 7. Other restrictions may apply.

#### 9. General Rules

1. All entries and all personal information provided in entering the program become the property of the Company and none shall be returned or acknowledged. You expressly agree and consent to the Company's use of your name, likenesses, testimonials, gender, location, and all other information provided to the Company, for any and all purposes, including, but not limited to advertising, trade and/or promotion on behalf of the Company, without further limitation, restriction or compensation, unless prohibited by law. This includes permission for the Company to publish all aspects of your participation in this program, including in any and all media worldwide, known or unknown, without limitation or additional compensation to you, and to use the submitted information, including for purposes of marketing and promotion, subject to the Company's privacy policies and to the extent permitted by law.

- 2. Any entry that is obtained as a result of information being provided in connection with the program that is incomplete, illegible, damaged or irregular, or that contains false information, is invalid.
- 3. The Company may disqualify a Qualified Brand Ambassador from the program and/or ban or disqualify a Qualified Brand Ambassador from any future promotions of the Company if, in the sole discretion of the Company, it is determined that said Qualified Brand Ambassador is attempting or has attempted to undermine the legitimate operation of the program by cheating, hacking, deception, or other unfair practices, intending to annoy, abuse, threaten or harass any other Qualified Brand Ambassadors or representatives of the Company and their agents, or violating these Rules and/or any terms of use associated with the program or that said Qualified Brand Ambassador has or had attempted to submit malicious code, .exe files, or any file that contains malicious code. The Company further reserves the right to cancel, terminate, modify, or suspend the program if not capable of completion or running as planned, including by reason of infection by computer virus, bugs, tampering, fraud, unauthorized intervention, any strike, lock-out or other labour conflict, force majeure or technical failures of any sort, including without limiting the generality of the foregoing difficulties relating to Internet service providers and mobile telephone companies and the hardware and software used by such Internet service providers and mobile telephone companies.
- 4. The Company reserves the right, in their sole discretion, to temporarily or permanently terminate, close, suspend, reinstate, modify or amend, in whole or in part, the program at any time with or without prior notice for any reason whatsoever. The decision of the Company in all matters under its control is final and binding, and no correspondence will be entered into regarding same.
- 5. To qualify for the program, each Qualified Brand Ambassador agrees to abide by these Rules, which are subject to change without notice to Qualified Brand Ambassadors.
- 6. To qualify for this program, as a Brand Ambassador, the Qualified Brand Ambassador has previously agreed to receiving commercial electronic messages from the Company. The Qualified Brand Ambassador understands that his or her personal information will be retained by the Company in the United States and that the United States governments, courts or law enforcement or regulatory agencies will be able to obtain disclosure of his or her personal information through the laws of the United States. To opt-out of receiving such communications from Plexus, you must notify Plexus at **Privacy@plexusworldwide.com**.
- 7. To qualify for the program, each Qualified Brand Ambassador automatically releases each of the Releases (as defined below) and any other person or entity associated in any way with the program from any and all liability arising in any manner from the program, including without limitation, the selection of any program Award achievers, the administration of the program, and the acceptance or the use of any or all of the program Award as awarded.

- 8. All decisions by the Company with respect to all aspects of the program shall be final and binding. All Qualified Brand Ambassadors agree to abide by all of the instructions and decisions of the Company. In the event of any dispute regarding the interpretation of these Rules or any decision rendered by the Company, the decision or interpretation of the Company shall prevail.
- 9. Any attempt to tamper with the entry process, to interfere with the Program or these Rules, to deliberately damage any website, to undermine the administration, security or legitimate operation of the Program, or to submit malicious code, .exe files or any file that contains malicious code, may be a violation of criminal and civil laws and regulations and the Company reserves the right to seek damages or other relief or both, including lawyers' fees, from all persons responsible for such acts to the fullest extent permitted by law, including criminal prosecution.
- 10. The Releasees are not responsible for any technical problems, failures, or difficulties, printing errors, clerical, typographical or other error in communications; any errors or failures of any kind, whether human, mechanical, clerical, electronic, interruption of power, digital or technical in nature; malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof, including without limiting the generality of the foregoing difficulties relating to Internet service providers and mobile telephone companies and the hardware and software used by such Internet service providers and mobile telephone companies. The Releasees are not responsible for any failure to comply with its obligations due to any acts of God, any actions, regulations, orders or requests by any governmental or quasi-governmental entity (whether or not the actions, regulations, orders or requests proves to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labour or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Releasees' sole control. The Releasees are not responsible for any liability for injury or damage to any computer system or other electronic device resulting from participation in or accessing or downloading information in connection with the program. The Releasees are not responsible for fraudulent calls/mail/e-mails made or sent to Qualified Brand Ambassadors by third parties in connection with Qualified Brand Ambassadors' participation in this program. The Releasees are not responsible for any failure by any third party to allow for the redemption of any program Award or for any misrepresentation or other damage caused by any third party arising from or in connection with the redemption or use of any program Award.
- 11. The Company does not assume responsibility of any nature whatsoever in all cases where the inability to hold the program results from any event beyond the reasonable control of the Company, including without limitation, any Act of God,

- any strike, lock-out or other labour conflict, war, act of terror, unavailability of any website, or should a virus, worm, bug or other cause beyond the reasonable control of the Company corrupt the security, data integrity, or proper administration of the program.
- 12. By agreeing to program parameters, Qualified Brand Ambassadors may be sharing their personal information with the Company. Personal information collected by the Company will be used for administering the program and for presenting program Awards. In addition, by entering, Qualified Brand Ambassadors agree to the Company using Qualified Brand Ambassadors' personal information as described in the Privacy Policy found at the following website: <a href="https://plexusworldwide.ca/privacy-policy">https://plexusworldwide.ca/privacy-policy</a>. Please refer to the said Privacy Policy for important information regarding the collection, use and disclosure of personal information by the Company. The Company is not responsible for disclosures made by any third party. Qualified Brand Ambassadors may subsequently opt-out of receiving further emails as set forth in the Privacy Policy. BY ENTERING THIS PROGRAM, THE QUALIFIED BRAND AMBASSADORS ACKNOWLEDGE AND AGREE THAT THEY HAVE READ AND CONSENT TO THE COMPANYS' PRIVACY POLICY AND TERMS OF SERVICE.
- 13. No Liability of Releasees. None of the Company and their agents, and any of their respective parent companies, affiliates, subsidiaries and advertising/promotion agencies, and all of their respective associates, directors, officers, employees, agents, representatives, successors and assigns (individually and collectively, the "Releasees") are liable or responsible for any claim or cause of action including, but not limited to, injury, damage, loss, expense, accident, delay, inconvenience, disappointment or other irregularity suffered or alleged to have been suffered by any person whatsoever that may be caused by or contributed to (a) wrongful, negligent, or unauthorized act or omission on the part of any of program Award manufacturer, supplier or any of their agents, servants, employees, or independent contractors, (b) the wrongful, negligent, or unauthorized act or omission on the part of any other person or entity not an employee of the Releasees, or (c) any cause, condition or event whatsoever beyond the control of the Releasees. Releasees shall not be liable for any personal injury, death, dismemberment, injury, damage, loss, expense, cost, accident, delay, inconvenience, irregularity or losses of any kind arising out of or relating to any program Award granted under this program, even if caused by the negligence of any maker, distributor or supplier of any portion of any program Award or their respective parents, subsidiaries, and affiliated companies. The program Award earners(s) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this program or use or redemption of the program Award.
- 14. The Releasees shall not be responsible for entries not received or not considered eligible due to incomplete, inaccurate, unclear or indecipherable information, failed or interrupted network connections, any strike, lock-out or other labour

- conflict, or any other mechanical or technical problems, however caused, including without limiting the generality of the foregoing difficulties relating to Internet service providers and mobile telephone companies and the hardware and software used by such Internet service providers and mobile telephone companies. The Releasees shall have no liability for lost, stolen, delayed, damaged or misdirected program entries, or for any failure, interruption, delay, error or omission during the program Period. The Company websites or any other website(s) used during or for the purpose of participating in the program (the "Website(s)") or features on the Websites during the program, for any problems related to the Websites, including mechanical or technical malfunction of, or damage to, any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, for failure of any email or program entry to be received by the Company for any reason, for damage to a Qualified Brand Ambassador's or any other person's computer or other electronic device(s), or for breaches of privacy for any reason beyond the control of the Releasees, including interference by third parties including third party computer "hackers."
- 15. IN NO EVENT WILL THE COMPANY AND THEIR AGENTS OR THE RELEASEES, THEIR PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR RESPECTIVE ADVERTISING OR PROMOTION AGENCIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE PROGRAM, INCLUDING WITHOUT LIMITING THE FOREGOING ARISING OUT OF YOUR ACCESS TO AND USE OF ANY OF THE WEBSITES OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY OF THE WEBSITES. WITHOUT LIMITING THE FOREGOING, EVERYTHING RELATING TO THE PROGRAM, INCLUDING PROGRAM AWARDS, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.
- 16. This program is subject to all applicable federal, provincial, territorial and municipal laws of Canada and is void outside Canada or where prohibited by law.
- 17. Any and all disputes, claims and causes of action arising out of or connected with the program, or any program Awards to be presented, shall be resolved individually, without resort to any form of class action, and exclusively by the courts in the State of Arizona; and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the program, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these

- official rules, or the rights and obligations of the Qualified Brand Ambassador and the Company and their agents in connection with the program, shall be governed by, and construed in accordance with, the laws of Canada, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Canada.
- 18. If any provision of these Rules or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of these Rules shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of these Rules.

The Canadian Silver Business Building Program is issued by Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, USA.