



## Canadian Silver Business Builder (CSBB) Program

### **Official Rules**

**NO PURCHASE NECESSARY TO EARN. 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 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 (the “program”) and Awards arising therefrom is open to eligible Qualified Brand Ambassadors as set out under Section 3 of the Rules, residing in Canada who have reached the legal age of majority in their province/territory of residence 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 to be legally bound by 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, representatives and agents of the

Company, its parent companies, affiliates, subsidiaries, agents, distributors, advertising agencies and promotion fulfillment agencies (collectively, the “Program Parties”), as well as their immediate family (spouse, parents, siblings and children) and household members are not eligible to enter or win Awards.

2. **Program Periods.** The program will run starting on January 1, 2023 at 12:00 a.m. eastern time (“ET”) and ending on December 31, 2023 at 11:59 p.m. ET (the “Program Period”). The Program Period consists of four (4) quarterly periods (each, a “Quarterly Period”). The first Quarterly Period of the program begins on January 1, 2023 12:00 a.m. ET through March 31, 2023 11:59 p.m. ET. The second Quarterly Period of the program begins on April 1, 2023 12:00 a.m. ET through June 30, 2023 11:59 p.m. ET. The third Quarterly Period of the program begins on July 1, 2023 12:00 a.m. ET through September 30, 2023 11:59 p.m. ET. The fourth Quarterly Period of the program begins on October 1, 2023 12:00 a.m. ET through December 31, 2023 11:59 p.m. ET. IMPORTANT NOTE: Awards will only be made available in the program starting from the first Quarterly Period in which these Rules are published and the program is publicly launched (for example, if the program is not launched and these Rules are not published until October 1, 2023, then Awards will only be available in connection with the fourth Quarterly Period).
3. **Eligible Qualified Brand Ambassadors.** To qualify for the program, and be eligible to receive an Award in connection with a Quarterly Period, participants must meet the following requirements as of the start of such Quarterly Period (and, for certainty, must continue to meet the following requirements throughout such Quarterly Period):

(a) Qualified Brand Ambassadors

The program is open to Qualified Brand Ambassadors in Good Standing in accordance with Plexus’ Brand Ambassador Agreement and Policies and Procedures. A “Qualified Brand Ambassador” is defined as an individual who:

- i. Has a current, fully paid Annual Membership; and,
- ii. 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.

“Good Standing” is defined as:

- i. You have acknowledged and agreed to the Brand Ambassador Terms and Conditions and Policies and Procedures; and
- ii. You have not violated the Company’s Terms and Conditions and Policies and Procedures.

and,

(b) Additional Qualified Brand Ambassador Requirements

Further, Qualified Brand Ambassadors must:

- i. Have personally sponsored at least (1) one Silver<sup>1</sup>;

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<sup>1</sup> To achieve Silver rank, Brand Ambassadors must: (i) be a Qualified Brand Ambassador; and (ii) have at least three personally sponsored, Qualified Brand Ambassadors.

- ii. Have a minimum of three (3) new Silvers in their first three levels; and,
- iii. Have the highest achieved rank of Silver, Senior Silver, Gold, Senior Gold, or Ruby

4. **How to Enter.** To participate in the program, and be eligible to receive an Award in connection with a Quarterly Period, during such Quarterly Period an eligible participant must obtain one (1) or more first time Silver Rank Advancements.

A “Silver Rank Advancement” is defined as: [a Qualified Brand Ambassador in the participant’s downline who has reached silver rank.

Alternatively, to participate in the program without completing the requirements set out above, eligible participants may handprint their full name, age, complete mailing address (including postal code), daytime telephone number (including area code), and valid email address on a plain piece of paper, along with a minimum of 50-word unique and original handwritten essay describing *why you want to enter the program*, and mail it to (a “Mail-In Request”):

Plexus Canada LP 6500 Trans Canada

Hwy, Suite 400, Pointe-Claire, QC H9R 0A5. Upon receipt of your eligible Mail-in Request in accordance with these Rules (as determined by Company in its sole and absolute discretion), you will be allocated one (1) Silver Rank Advancement (attributed to the Quarterly Period in which your Mail-in Request is postmarked) solely for the purposes of this program. To be eligible, your Mail-in Request must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Mail-in Requests in the same envelope will be void); and (ii) be post-marked during the Program Period and received by no later than five (5) business days after the end of the Program Period. The Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Mail-in Requests. Limit of one (1) Silver Rank Advancement per Mail-in Request. Each Mail-in Request must be mailed in a separate envelope bearing sufficient postage.

5. **Selection of Qualified Brand Ambassadors.** Subject to compliance with these Rules, there can be up to six (6) Award earners per Quarterly Period. As of the end of a Quarterly Period, the six (6) Qualified Brand Ambassadors with the most first time Silver Rank Advancements, within the first three level(s) of their organization, obtained during such Quarterly Period (regardless of the method of entry) from among all eligible participants will be eligible to earn an Award.

In the event of a tie between two (2) or more Qualified Brand Ambassadors based on the total number of Silvers in their first three (3) levels, the Brand Ambassador with the most new Level 1 Silvers during the program period would be deemed eligible to earn the applicable Award (followed by most new personally sponsored VIP Customers during the program period, followed by most new personally sponsored Retail Customers during the program period, followed by most PV during the program period, in the event of a further tie, to determine who will earn the applicable Award). Alternatively, in the event that one (1) or more Qualified Brand Ambassadors who are tied participated in the Quarterly Period by submitting a Mail-in Request as set out above, a random draw will be conducted from among all such participants that are tied to determine who will earn the applicable Award.

6. **Grand Award and Grand Award Values.**<sup>2</sup> There are six (6) grand awards (each, an “Award”) in the Program. Each Award consists of a trip to Scottsdale, Arizona for the Award earner and one guest to visit the One Plexus® Headquarters, including:
- i. A round-trip flight to and from Scottsdale, Arizona for the earner and their guest (Economy class; no upgrades) from the earner’s closest major Canadian airport<sup>3</sup>;
  - ii. A 3-night stay at a resort (room and tax only) near the Scottsdale Plexus Headquarters; one (1) Deluxe Room - Single or Double Occupancy (resort and room determined at Sponsor’s sole and absolute discretion);
  - iii. Spa treatment for earner and their (1) guest (treatment determined at Sponsor’s sole and absolute discretion)
  - iv. Ground transportation to and from the airport, hotel, Plexus Headquarters and the dinner with the Executives
  - v. Tour of One Plexus Headquarters
  - vi. Business/training session
  - vii. Lunch with Plexus Staff
  - viii. Dinner with Plexus Executives
  - ix. Crystal recognition Certificate

Each Award trip must occur during the predetermined dates of a One Plexus Headquarter visit scheduled by the Company, at its sole and absolute discretion.

The total approximate retail value of each Award will range from \$4000.00 CAD to \$5000.00 CAD (the actual retail value of each Award will depend on the applicable winner’s jurisdiction of residence, resort and room selections determined by Company, and applicable trip dates). For certainty, no difference between the approximate retail value of an Award, as set out above, and its actual retail value at the time of awarding (or any other time) will be awarded. Earners will be notified of upcoming One Plexus Headquarter visit dates scheduled by the Company. The earners must schedule and complete their Award trip within either of the next two scheduled Company trips following the notification date, based on the earner’s selection and corporate availability.

Once airline tickets have been purchased for the earner and their guest, no transfers or name changes will be approved. If an earner’s selected guest cancels prior to trip departure, the earner may bring a new guest, but the earner will be responsible for purchasing all 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. 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 their stay not covered by Plexus. Without limitation, the following items will be charged (as applicable) directly to the earner and/or guest:

- i. Room upgrades
- ii. Additional spa treatments and/or upgrades
- iii. Food and beverages

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<sup>2</sup> Children under the legal age of majority are not allowed to attend the Grand Award Trip.

<sup>3</sup> Guests must be able to depart from the same Canadian airport as the earner.

- iv. Excursions or resort activities not included in the Award
- v. 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. Award earners and guests will have photos and videos taken of them while participating in the trip and related events for marketing and testimonials purposes.

The Company or its designated representative will make a minimum of two (2) attempts to contact the eligible earners via email. To receive an Award, each eligible Award earner will first be required to sign and return to the Company, by email within three (3) days of the date of the notice (sent by email), the Company's form of declaration and release in order to claim the Award. Each eligible earner will also be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Company, be administered online, by email or other electronic means, by telephone, or in the Company's form of declaration and release). If the eligible earner: (a) cannot be contacted as set out above or if the Award or Award notification is returned as undeliverable; (b) fails to sign and return the properly executed declaration and release within the required time period; (c) fails to correctly answer the skill-testing question; and/or (d) cannot accept the Award for any reason, then they will be disqualified (and will forfeit all rights to the Award).

- 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 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. All program-related information and participants are subject to verification at any time and for any reason, at Company's discretion. 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 an Award will depend on the number of first time Silver Rank Advancements achieved by participating Qualified Brand Ambassadors during the Program Period.
- 9. **Award Conditions.** The following conditions apply to all program Awards:
  - i. 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.

- ii. 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.
- iii. 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 win any future program Awards from any programs held by the Company, as determined by the Company in its sole discretion.
- iv. 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.
- v. The Company does not assume any liability for lost, damaged or misdirected entries or Program Awards.
- vi. The Company and their agents shall not be responsible for delays in delivery of any portion of any Program Awards.
- vii. Without limiting any of the foregoing, the following general conditions apply to each Award: (i) all travel related to the trip must be completed on or by the date(s) specified by Sponsor in its sole and absolute discretion (in the event that the confirmed Award earner is unable to claim the Award or any portion thereof during such time, the Award may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, the Sponsor is not obligated to offer any substitute prizing in its place); (iii) the confirmed Award earner and his/her guest must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel and participate in the Award; and (c) must not have any legal barrier to travel to, and return from, the Scottsdale, Arizona; (iv) the costs of everything not specifically and expressly stated above as included in the Award are the sole and absolute responsibility of the confirmed Award earner and his/her guests, including without limitation, any travel or medial insurance costs, food expenses, incidental travel expenses, items of a personal nature and other fees; (v) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Award or any component thereof; and (b) substitute the Award or a component thereof for any reason with a prize or prize component(s) of equal or greater

value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award (including without limitation if the fulfilment of the Award, or any part thereof, is rendered impossible, infeasible, unsafe or impractical for any reason) (all as determined by the Sponsor in its sole and absolute discretion); (vi) all travel arrangements relating to the Award must be made through the Sponsor or its designated agents; (vii) by accepting the Award, the confirmed Award earner and his/her guests agree to waive all recourse against the Releasees if the Award or a component thereof does not prove satisfactory, either in whole or in part; (viii) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets; (ix) the confirmed Award earner's guest must: (a) be a Canadian resident that has reached the legal age of majority in their province/territory of residence; and (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating, among other things, that he/she waives all recourse against the Releasees relating to his/her participation in the Award (including, without limitation, any travel related thereto); (x) any difference between the actual value of the Award and its stated approximate retail value will not be awarded; (xi) all characteristics and features of the Award (and of each Award element), except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (xii) precise travel arrangements are subject to space and flight availability and shall be made at the Sponsor's sole and absolute discretion; (xiii) once booked, travel arrangements may not be changed by the Award earner and/or guests; (xiv) certain blackout dates and further restrictions may apply; (xv) the Releasees will not be in any way responsible (and for greater certainty, are not obligated to offer any substitute pricing) in the event that any part of the Award is delayed, postponed, re-scheduled or cancelled for any reason whatsoever; (xvi) the Sponsor reserves the right to change any of the Award dates and/or Award description at its sole and absolute discretion; and, (xvii) by participating in the Award, the Award earner and his/her guest: (a) signifies that he/she understands, acknowledges and accepts that participation in the Award may involve danger and/or exposure to risks and hazards (including without limitation as may be due to the inherent risks of travel and as may be due to possible COVID-19 exposure or infection), whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he/she may suffer damage to personal property, serious personal injury, illness or even death; (b) signifies that he/she acknowledges and agrees that the Releasees have not made any warranties, guarantees or representations about his/her safety while participating in the Award; and (c) warrants and represents that he/she has evaluated the nature, scope, and extent of the risks involved, and freely and voluntarily agree and assume any and all risks of personal injury, illness, death arising out of or connected with his/her participation in the Award. Other restrictions may apply.

#### **10. General Rules.**

- i. All entries and all personal information provided in entering the program become the property of the Company and none shall be returned or acknowledged. By participating in the program, you expressly agree and consent to the Company's use of your name, image, testimonials, gender, location, and any other likeness and all 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, notice 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.

- ii. 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.
- iii. 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, in its sole discretion subject only to the approval of the Regie in Quebec, 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.
- iv. The Company reserves the right, in its sole discretion subject only to the approval of the Regie in Quebec, 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.
- v. 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.
- vi. 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](mailto:Privacy@plexusworldwide.com).

- vii. To qualify for the program, each Qualified Brand Ambassador automatically releases each of the Releasees (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.
- viii. 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.
- ix. 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.
- x. 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.

- xi. 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.
- xii. Privacy. 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. By participating in this promotion, each participant expressly consents to the Company, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the promotion and in accordance with Company's privacy policy. 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: <https://plexusworldwide.ca/privacy-policy>. 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 COMPANY'S PRIVACY POLICY AND TERMS OF SERVICE.
- xiii. No Liability of Releasees. None of the Program Parties 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.

- xiv. 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."
- xv. CAUTION. 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.

- xvi. 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.
- xvii. To the fullest extent permitted by law, 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 located in the city of Toronto, province of Ontario; 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. To the fullest extent permitted by law, 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 provincial laws of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any other jurisdiction.

FOR RESIDENTS OF QUÉBEC 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.

- xviii. 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.