# 2024 Australia Bali Contest Trip Official Rules

# 1. Eligibility

The 2024 Australia Bali Contest Trip (the "Contest") is open only to Brand Ambassadors who are legal residents of Australia who have reached the legal age of majority in their jurisdiction of residence at the time of entry. Void where prohibited by law. Employees of sponsor and their immediate families and household members are not eligible and may not participate in this Contest. The Contest is subject to all applicable federal, state, territorial, and local laws and regulations. Participation constitutes each entrant's full and unconditional agreement to be legally bound by these Official Rules and sponsor's decisions, which are final and binding (without right of appeal) in all matters related to the Contest to the extent permitted by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

## 2. Sponsor

Plexus Australia Pty Ltd, c/o Hall Chadwick, Level 40, 2 Park Street, Sydney, NSW 2000, Australia; ABN 35 627 543 837 (the "Sponsor")

# 3. Timing

The Contest begins May 1, 2024, at 2:00 p.m. SYD and ends September 1, 2024, at 2:00 p.m. SYD (the "**Contest Period**"). Sponsor is the official timekeeper for this Contest.

# 4. How to Qualify

In order to qualify for Contest prizes, Brand Ambassadors must:

- i) Be commission-qualified during the months in which they accrue credits;1
- ii) Enroll a minimum of 12 new qualifying Retail or VIP Customers with an initial 100+ PV order during the Contest Period, of which all 12 are from the Australian market;
- iii) Have a valid passport to travel to Bali, Indonesia. Your Plexus account name must match your passport name. Passport must not expire within 6 months of trip dates. Six months from trip dates May 13, 2025.

## 5. How to earn credits

There are 3 ways to earn credits for 2024 Australia Bali Contest prizes:

## 1. SIGN-UP CREDITS

<u>Personal Sign Ups</u>: Eligible Brand Ambassadors will earn twenty (20) sign up Contest Credits for each new Personally enrolled VIP Customer they sign up with an initial 100PV+ order.

Level 1 Sign Ups: Eligible Brand Ambassadors will earn twenty (20) sign up Contest Credits each time their Level 1 VIP Customer and/or Brand Ambassador personally signs up a new VIP Customer with an initial 100PV+ during the earning period.

# 2. RETENTION CREDITS

Level 1 Orders: Eligible Brand Ambassadors will earn Retention Contest Credits for each subsequent month's order of 100 PV or more on their new Level 1 VIP Customer, and/or Brand Ambassador places as detailed below.

Level 2 Orders: Eligible Brand Ambassadors will earn Retention Contest Credits for each subsequent month's order of 100 PV or more on their new Level 2 VIP Customer, and/or Brand Ambassador place as detailed below.

A. Eligible Brand Ambassadors will earn 30 Retention Credits for each new Level 1 and 2 VIP Customer, and/or Brand Ambassador they sign up during the earning period who place their first subsequent monthly order of 100PV+ order during the earning period.

One order per month will count.

Orders cannot be combined to meet the minimum requirement.

<sup>&</sup>lt;sup>1</sup> Commission qualified is defined as: i) having your Plexus Annual Web Hosting Fee paid and current; ii) having at least 100 Personal Volume (PV) through the monthly cycle end date. PV is defined as the volume received from each commissionable product that you or your customers purchase.

B. Eligible Brand Ambassadors will earn 40 Retention Credits for each new Level 1 and 2 VIP Customer, and/or Brand Ambassador they sign up during the earning period who place their second subsequent monthly order of 100PV+ order during the earning period

One order per month will count.

Orders cannot be combined to meet the minimum requirement.

C. Eligible Brand Ambassadors will earn 50 Retention Credits for each new Level 1 and 2 VIP Customer, and/or Brand Ambassador they sign up during the earning period who place their third subsequent monthly order of 100PV+ order during the earning period

One order per month will count. Orders cannot be combined to meet the minimum requirement.

## 3. LEADERSHIP CREDITS

Eligible Brand Ambassadors will earn Leadership Credits when your Level 1 and 2 Brand Ambassadors who have enrolled at any point in the history of Plexus advance beyond their "benchmark rank", which is their highest paid rank, on May 1, 2024. Each person can only earn Leadership Credits by ranking up to any given rank once during the Contest. You cannot rank up to the same rank twice in the Contest. Please see the credit amounts that you can earn for your Level 1 and 2 Brand Ambassador rank ups.

Rank	<b>Credits</b>
Silver	50 Credits
<u>Sr Silver</u>	100 Credits
Gold	200 Credits
<u>Sr Gold</u>	300 Credits
Ruby	400 Credits
<u>Sr Ruby</u>	500 Credits
Emerald	600 Credits
Sapphire	700 Credits
Diamond	800 Credits

## Brand Ambassadors who Re-Rank Up to their previous highest paid level during the Contest Period will earn:

<b>Credits</b>
25 Credits
50 Credits
100 Credits
150 Credits
200 Credits
250 Credits
300 Credits
350 Credits
400 Credits

## 6.Prizes:

The qualifying Brand Ambassador who reaches 1,000 combined credits will receive a 2024 Australia Bali Contest Trip Invitation. The trip includes the following:

1. A 5-night all-inclusive stay at a Balinese resort and

2. One roundtrip airfare ticket from the winner's closet major airport to Bali, Indonesia.

2024 Australia Bali Contest Trip will take place from November 7–12, 2024 in Bali, Indonesia.

If Brand Ambassadors confirm their attendance but choose not to attend, No cash alternatives will be issued, and the prizes are non-transferable.

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

The Released Parties (defined below) take no responsibility and accept no liability for any lost, stolen, delayed, illegible, damaged, misdirected, late, or destroyed entry requests. All Entries are subject to verification at any time. Winner may be required to show proof (in a form acceptable to the sponsor—including, without limitation, government-issued photo identification) of being the Plexus Brand Ambassador associated with the selected Entry.

## Winner notification and acceptance

All winners who earn a prize will be notified by email on a weekly basis starting the first week of June 2024 through September 2024. Inability to reach an earner after reasonable efforts (as determined solely by Sponsor) may result in disqualification of prize. Any qualifier may waive his or her right to receive a prize. The prize is non-transferable and non-assignable and no substitutions will be made, except as provided herein at the Sponsor's sole discretion (where acting reasonably). The Sponsor reserves the right to substitute the prize or a component thereof for any reason with a prize or a prize component of equal or greater value. For purposes of taxable income, the value of any prize, award, or offer, whether it be cash or non-cash, is considered taxable income and will be treated as described here:

## https://helpcenter.plexusworldwide.com.au/hc/en-au/articles/360040486292-Australia-Recipient-Created-Tax-Invoice-RCTI

# 7. POTENTIAL CONTEST WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING (WITHOUT RIGHT OF APPEAL) IN ALL MATTERS RELATED TO THE CONTEST PROVIDED THE DECISION IS REASONABLE.

## 8. Entry conditions and release

Each entrant 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 Contest; (b) release and hold harmless the sponsor and each of its respective partners, subsidiary and affiliated companies, the prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising, or promoting the Contest 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 entry, creation of an entry, or submission of an entry, participation in the Contest, 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 an entrant's participation in the Contest and/or entrant's acceptance, use, or misuse of prize.

## 9. Publicity

Except where prohibited by local laws, participation in the Contest constitutes winner's consent to the sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions, and/or hometown, state, or province and country for promotional 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 winner's name, likeness, photograph, voice, opinions, and/or hometown, state, or territory and country for promotional purposes in any media, worldwide, without further notice, payment, or consideration. Where prohibited, the sponsor will request winner's permission to use winner's name, likeness, and/or photograph for promotional 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 entrant's interests, to cancel, suspend, and/or modify the Contest, 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 Contest, as determined by the sponsor in its sole discretion. The sponsor's failure to enforce any terms 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 Contest–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 Contest; (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 Contest; (d) technical or human error, which may occur in the administration of the Contest 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 entrant's participation in the Contest or receipt or use or misuse of any prize.

# 12. Disputes

Each participant agrees to the extent permitted by law that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any awards offered 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 Contest, 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 Contest, or any awards prizes offered, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or rights and obligations of the participants and the Sponsor in connection with this Contest, shall be governed by, the laws governed by and shall be and construed in accordance with, the substantive laws of in force in the State of New South Wales, Country of Australia.

# 13. Participant's personal information

Information collected from qualifiers are 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 Contest each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only by the participant for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy. This section does not limit any other consent(s) that an individual participant may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

# 14. Contest results

Contest results will be sent via email by Plexus Australia Events Manager, Meredith Blakemore. <u>https://helpcenter.plexusworldwide.com.au/hc/en-au/articles/24658073493787-Plexus-Australia-2024-Bali-Contest-Trip</u>