



## Canadian Silver Business Builder (CSBB) Program

### Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not increase the chances of winning a Contest Award, and no purchase or payment of any kind is necessary in order to enter or win a Contest Award. The Contest 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. Entry in the Contest constitutes acceptance of these Rules.

1. **Who Can and Cannot Enter.** The Canadian Silver Business Builder Contest and Awards arising therefrom (the “Contest”) 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, 2020. To be eligible to participate, a Qualified Brand Ambassador must enter by the method set out in Section 3 of these Rules during the Contest Period defined in Section 2 of these Rules. Participation in the Contest 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 Contest. 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 win Awards.

2. **Contest Period.** The Contest Period begins on January 1, 2020, 12:00 a.m. ET through March 31, 2020, 11:59 p.m. ET (the “Contest Period”).

3. **How to Enter.** The Contest 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:

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

- 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; and
- iii. Has achieved the highest achieved rank of Silver, Senior Silver Gold, Senior Gold, or Ruby.

“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.

4. **Selection of Qualified Brand Ambassadors.** Subject to compliance with these Rules, there can be up to six (6) grand prize award winners and up to ten runner-up winners. 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 Contest Period will earn the grand award. The next ten (10) Qualified Brand Ambassadors will earn the runner-up award.

In order to qualify for the Contest Awards, Qualified Brand Ambassadors must do the following:

- i. Have personally sponsored at least one Silver<sup>1</sup>; and
- ii. Have a minimum of three new Silvers within the Contest Period in their first three levels.

In the event of a tie, the Brand Ambassador with the newest personally sponsored Preferred Customers during the month will win, followed by the newest personally sponsored Retail Customers, followed by the most PV.

5. **Grand Award and Grand Award Values.**<sup>2</sup> The six Grand Award winners will earn a trip to Scottsdale, Arizona for themselves and one guest to visit the One Plexus® Headquarters. This trip includes:

- i. A round-trip flight to and from Scottsdale, Arizona for the winner and their guest (Coach class; no upgrades) from the winners closest major gateway airport\*
- ii. A 3-night stay at the Omni Scottsdale Resort & Spa at Montelucia (room and tax only), one (1) Deluxe Room -Single or Double Occupancy
- iii. Ground transportation to and from the airport, hotel, Plexus Headquarters and the dinner with the Executives
- iv. Tour of One Plexus Headquarters
- v. 300.00 USD<sup>3</sup> spending money for the winner
- vi. Business or training session and a private tour of Head Office
- vii. Dinner with Plexus Executives
- viii. Lunch with Plexus Staff
- ix. Recognition Award + Certificate

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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.

<sup>2</sup> Children 18 and under are not allowed to attend the Grand Award Trip.

<sup>3</sup> The award of 300.00 USD will be deposited into the winners hyperwallet. Guests do not receive the 300.00 USD.

\*Guests must be able to depart from the same airport as the winner.

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

The approximate retail value of the Contest Reward is 3,000 USD. The approximate retail value of the runner-up award is 250.00 CAD. The winners 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 a guest no transfers or name changes will be approved. The qualifier may bring a new guest, but the qualifier 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.

Winners 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 winner and/or guest:

- i. Room upgrades
- ii. Spa purchases
- iii. Food and beverages
- iv. Excursions or resort activities not included in the reward

For the Corporate Tour, closed-toed shoes must be worn on the warehouse tour. No cell phones are permitted around desks in the One 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.

**6. How to Win.** Winners will be notified no later than end of the following month of the Contest 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 Winner and the winner's guest must be 18 years or over. The 125.00 CAD Visa gift card will be shipped to the ten (10) runner-up winners to the address on file with Plexus.

The winners must have complied with and remain in compliance with these rules. In addition, the winners may be required to provide verification of his or her eligibility, age and all claims made by the winner. Should a winner not be reached no later than the following month after each Contest Period for any reason, including, but not limited to, the failure of the winner to provide appropriate contact information or the winner rejecting his or her Award, or if the winner 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 winner.

## 7. Odds of Winning

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

## 8. Contest Award Conditions

The following conditions apply to all Contest Awards:

- i. All Contest 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 Contest Awards are subject to availability and the Company in its sole discretion may substitute cash or a different Contest Award of approximately equivalent or greater approximate retail value (ARV), except where prohibited by law.
- ii. If a Contest Award winner does not use any portion of any Contest Award, no other compensation for the unused portion of the Contest Award, in whole or in part, will be provided.
- iii. All Contest Awards are non-exchangeable, non-transferable, non-refundable, not redeemable for cash or other Contest Awards and non-changeable once issued. Any attempt by the winner of a Contest Award to transfer or sell any portion of the Contest Award without the express written consent of the Company shall immediately forfeit the entire Contest Award, and such winner may not be eligible to win any future Contest Awards from contests held by the Company, as determined by the Company in its sole discretion.
- iv. Where applicable, a Contest Award winner is solely responsible for all taxes, surcharges and fees associated with receipt or use of any Contest Award. Any charges and/or expenses not specifically mentioned as included in a Contest Award are the responsibility of the winner. 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 Contest Awards.
- vi. The Company and their agents shall not be responsible for delays in delivery of any portion of any Contest Award.
- vii. Other restrictions may apply.

## 9. General Rules

- i. All entries and all personal information provided in entering the Contest 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 Contest, 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 Contest 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 Contest 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 Contest 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 Contest 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 Contest 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 their sole discretion, to temporarily or permanently terminate, close, suspend, reinstate, modify or amend, in whole or in part, the Contest 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. By entering the Contest, each Qualified Brand Ambassador agrees to abide by these Rules, which are subject to change without notice to Qualified Brand Ambassadors.
- vi. By entering this Contest, 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. By entering the Contest, 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 Contest from any and all liability arising in any manner from the Contest, including without

limitation, the selection of any Contest Award winners, the administration of the Contest, and the acceptance or the use of any or all of the Contest Award as awarded.

- viii. All decisions by the Company with respect to all aspects of the Contest 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 Contest or these Rules, to deliberately damage any website, to undermine the administration, security or legitimate operation of the Contest, 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 Contest. 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 Contest. The Releasees are not responsible for any failure by any third party to allow for the redemption of any Contest 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 Contest Award.
- xi. The Company does not assume responsibility of any nature whatsoever in all cases where the inability to hold the Contest 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 Contest.

- xii. Privacy. By entering the Contest, Qualified Brand Ambassadors may be sharing their personal information with the Company. Personal information collected by the Company will be used for administering the Contest and for presenting Contest 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: <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 CONTEST, THE QUALIFIED BRAND AMBASSADORS ACKNOWLEDGE AND AGREE THAT THEY HAVE READ AND CONSENT TO THE COMPANYS' PRIVACY POLICY AND TERMS OF SERVICE.
- xiii. 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 Contest 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 Contest Award granted under this Contest, even if caused by the negligence of any maker, distributor or supplier of any portion of any Contest Award or their respective parents, subsidiaries, and affiliated companies. The Contest Award winner(s) assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of the Contest 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 Contest entries, or for any failure, interruption, delay, error or omission during the Contest Period. The Company websites or any other website(s) used during or for the purpose of participating in the Contest (the "Website(s)") or features on the Websites during

the Contest, 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 Contest 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 CONTEST, 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 CONTEST, INCLUDING CONTEST 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 Contest is subject to all applicable federal, provincial, territorial and municipal laws of Canada and is void outside Canada or where prohibited by law.
- xvii. Any and all disputes, claims and causes of action arising out of or connected with the Contest, or any Contest 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 Contest, 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 Contest, 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.
- 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 Contest is issued by Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, USA.