## 3 For TOP 3

## **Official Rules**

### 1. Eligibility

3 for TOP 3 (the "Incentive") is open only to Plexus Brand Ambassadors who are legal residents of Mexico who have reached the legal age of majority in their jurisdiction of residence at the time of entry and possess a valid CURP and RFC. Void where prohibited by law. Employees of Sponsor and their immediate families and household members are not eligible and may not participate in this Incentive. The Incentive is subject to all applicable federal, state, 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 Incentive to the extent permitted by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

#### 2.Sponsor

Plexus Worldwide México, S. de R.L. de C.V., Ave. Jorge Alvarez del Castillo 1082-1, Mezquitan Country, Guadalajara, Jalisco, C.P. 44620, MEXICO.

# 3. Timing

The Incentive begins April 1, 2022, 12am US ET and ends April 30, 2022, 11:59pm US ET. (the "Incentive Period"). Sponsor is the official timekeeper for this Incentive.

#### 4. How to Qualify

To qualify for this Incentive, Brand Ambassadors must:

- i) Have their Annual Membership paid and current;
- ii) Be commission qualified;
- iii) Be in "Good Standing1";
- iv) Have at least 500 PV during the Incentive Period;
- v) Possess a valid CURP and RFC; and

<sup>&</sup>lt;sup>1</sup> Good Standing" is defined that you have acknowledged and agreed to the Brand Ambassador Terms and Conditions and Policies and Procedures and you are not in violation of the Company's Terms and Conditions and Policies and Procedures.

#### vi) Be one of the 3 Ambassadors with more Plexus Points on their organization

The Top 3 qualified Brand Ambassadors who have the most enrollments and Plexus Points in their organization during the Incentive Period will receive the prize.

All credit card payments for Brand Ambassadors must be in their own name and not that of the sponsor or upline. Random audits are at the discretion of Plexus Worldwide and can be conducted at any time. Any returns, refunds, and declined eCheck payments will count against the Brand Ambassador qualifying for this incentive.

#### 5. Prize

3 units of each Plexus product available in México

## 6. Winner Notification and Acceptance

The winners will be notified by individual emails shortly after commissions close next month. Inability to reach winner by email after reasonable efforts (as determined solely by Sponsor) may result in disqualification of prize. The winners may waive his or her right to receive a prize. No cash equivalent for non-cash prizes will be available. The prizes are non-transferable, non-assignable and no substitutions will be made, except as provided herein at the Sponsor's sole discretion. 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. Winners are responsible for all taxes and fees in any jurisdiction associated with the prize. 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 https://www.sat.gob.mx/home. The winners may be required to complete an affidavit of eligibility which must be returned within 14 days of the date it is received by the winners. Failure to sign and return the affidavit or release within 14 days, or to comply with any term or condition of these Official Rules, may, at the sole discretion of Sponsor, result in a winner's disqualification, and the forfeiture of his or her interest in the prize.

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

## 8. Participation Conditions and Release

Each Participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final (without right of appeal) in all matters relating to this Incentive; (b) release and hold harmless the Sponsor and each of its respective parents, subsidiary and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Incentive 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 participation in the Incentive, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses and liabilities (including reasonable attorneys' fees) arising out of or relating to a participant's participation in the Incentive and/or winner's acceptance, use or misuse of prize.

## 9. Publicity

Except where prohibited by local laws, participation in the Incentive 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 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, irrevocable license to use winner's name, likeness, photograph, voice, opinions and/or hometown, state or country for promotional purposes in any media, worldwide, without further notice, payment or consideration.

## 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 Participants' interests, to cancel, suspend and/or modify the Incentive, or any part of it (including, without limitation, these Official Rules), if any fraud, technical failures or any other factor beyond the Sponsor's reasonable control impairs the integrity or proper functioning of the Incentive, as determined by the Sponsor in its sole discretion. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Incentive-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 participants, printing errors or by any of the equipment or programming associated with or utilized in the Incentive; (b) technical failures of any kind (including, but not limited to, malfunctions, interruptions or disconnections in phone lines or network hardware or software); (c) unauthorized human intervention in any part of the entry process or the Incentive; (d) technical or human error which may occur in the administration of the Incentive or the processing of Entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Incentive or receipt or use or misuse of any prize except for residents of Mexico

where (i) the act has resulted from negligence on the part of the Sponsor and (ii) the act has resulted in death or personal injury.

### 12. Disputes

Each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Incentive, or any prizes awarded shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Incentive, or any prizes awarded, shall be resolved exclusively by the legislation of the Mexican United States, and particularly to the applicable legislation of Guadalajara, Jalisco, and to the jurisdiction of the courts of Guadalajara, Jalisco, renouncing to any other jurisdiction that could correspond to them in virtue of their legal domicile, either present or future. (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Incentive, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant 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 issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with the Incentive, shall be governed by, and construed in accordance with, the laws of the legislation of the Mexican United States, and particularly to the applicable legislation of Guadalajara, Jalisco, and to the jurisdiction of the courts of Guadalajara, Jalisco, renouncing to any other jurisdiction that could correspond to them in virtue of their legal domicile, either present or future.

13. Entrant's Personal Information collected from Participants is subject to the Sponsor's Privacy Policy, which is available at <a href="https://shop.plexusworldwide.com.mx/privacy-center-full-privacy-policy">https://shop.plexusworldwide.com.mx/privacy-center-full-privacy-policy</a> or subdomains of that website.

#### 14. Incentive Results

Alternatively, for Incentive results, send a hand-printed, self-addressed, stamped envelope to Winners List—3 for TOP 3, PLEXUS WORLDWIDE MEXICO S DE RL DE CV, Ave. Cvln Jorge Alvarez del Castillo 1082-1 Mezquitan Country, Guadalajara JAL 44620. Requests for the winners list must be received by May 30, 2022.