

# February Plexus® Prize: lululemon Gift Card

## Official Rules

### 1. Eligibility

The February Plexus Prize: lululemon Gift Card (the “Incentive”) is open only to Brand Ambassadors who are legal residents of the 50 United States (including District of Columbia and Puerto Rico), Australia, New Zealand, and Canada 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 Incentive. The Incentive is subject to all applicable federal, state, provincial, and local laws and regulations. Participation constitutes each participant’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. Earning a prize is contingent upon fulfilling all requirements set forth herein.

### 2. Sponsor

United States: Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, AZ 85258.

Canada: Plexus Canada, LP, 6500 Trans-Canadian Highway, Suite 400, Pointe-Claire, Quebec H9R 0A5, Canada.

Australia: Plexus Australia Pty Ltd, Level 4 / 157 Walker Street, North Sydney, NSW, 2060 Australia; ABN 35 627 543 837.

New Zealand: Plexus Worldwide New Zealand Limited, 80 Queen St., Auckland Central, Auckland, 1 140 New Zealand; NZBN 9429048529419.

### 3. Timing

The Incentive begins February 1, 2023, at 12:00 a.m. USA ET and ends February 28, 2023, at 11:59 p.m. USA ET. (the “Incentive Period”). Sponsor is the official timekeeper for this incentive.

### 4. How to qualify

In order to qualify for the Incentive prize, Brand Ambassadors must:

- i) Be commission-qualified in order to qualify<sup>1</sup>;
- ii) Have their Annual Membership current; and
- iii) Have at least 100 PV in the current month or be qualified in the prior month.

### 5. How to earn

There are two ways to earn the Incentive prizes.

- i) To earn one lululemon 150 USD/197.33 CAD/210 AUD e-gift card or 100 USD/131.55 CAD cash: Sign up 3 new qualified VIP Customers with a welcome pack purchase or an initial order of 100 USD/131.55 CAD/210 AUD before any discount, tax and shipping during the incentive period;
- ii) To earn a second lululemon 150 USD/197.33 CAD/210 AUD e-gift card or 100 USD/131.55 CAD cash: Sign up an **additional** 3 new qualifying VIP Customers with an initial 100 USD/131.55 CAD/210 AUD order or a welcome pack (6 total) OR Advance one new Level 1 Silver or above (**in addition** to your first 3 new qualifying VIP sign ups)

### 6. Prizes

Qualified winners will earn a lululemon 150 USD/197.33 CAD/210 AUD e-gift card for merchandise of their choice. Qualified winners can earn up to two lululemon 150 USD/197.33 CAD/210 AUD e-gift cards during this Incentive Period. Brand Ambassadors in the US and Canada will also have the option of selecting an alternative cash prize of 100 USD/131.55 CAD instead of a 150 USD/197.33 CAD/210 AUD lululemon e-gift card. Approximate retail value per prize is 100–300 USD.

The lululemon e-gift card may not be transferred. Use of the lululemon e-gift card is also subject to activation by the winner and to the terms and conditions of the card issuer which is specified by the company that issued the card, which may impose fees and/or an expiration date. The terms and conditions can be found at <https://info.lululemon.com/legal/terms-of-use#GC>.

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 welcome pack purchases subject to returns, refunds and declined eCheck payments will not qualify for this Incentive. Brand Ambassadors not in good standing under the Plexus policies and procedures are not eligible to participate in this Incentive.

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<sup>1</sup> Commission qualified is defined as: i) having your Plexus Annual Membership paid and current; ii) having at least 100 Personal Volume (PV) through the monthly cycle end date or being a new Brand Ambassador who purchased a Welcome Pack within that month.

## **7. Earner notification and acceptance**

All earners will be notified by email throughout the month, as soon as possible after achieving the prize. Inability to reach an earner by April 30, 2023, after reasonable efforts (as determined solely by Sponsor) may result in disqualification of prize. Any earner 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. 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 US: For the purposes of reporting your annual income to the IRS, the value of any prize, award, or offer, whether it be cash or noncash is considered taxable income and will be included in the Form 1099-NEC if your total income from Plexus exceeds 600 USD.

For Canada: Each earner is solely responsible for reporting and paying any income tax that may be payable in connection with receipt of a prize.

For Australia: 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->

## **8. 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.**

## **9. Participant 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 earning, creation, or submission of an earning, 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 participant's acceptance, use, or misuse of prize.

## **10. Publicity**

Except where prohibited by law, participation in the Incentive constitutes winner's consent to the sponsor's and its agents' use of earner's name, likeness, photograph, voice, opinions, and/or hometown, state, or province and country for Incentive 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 earner's name, likeness, photograph, voice, opinions, and/or hometown, state, or province and country for Incentive purposes in any media, worldwide, without further notice, payment, or consideration. Where prohibited, the sponsor will request earner's permission to use earner's name, likeness, and/or photograph for Incentive purposes.

## **11. General conditions**

To the extent permitted by law, the sponsor reserves the right, in its sole and absolute discretion and in consideration of the earner's 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.

## **12. 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 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.

### **13. Disputes**

Each participant 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 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 (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 Incentive, or any prizes awarded, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official, or rights and obligations of the qualifiers and the Sponsor in connection with this Incentive, shall be governed by:

In the United States/New Zealand: The laws of the State of Arizona, USA without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona, USA or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona, USA.

In Canada: The applicable laws, statutes, and ordinances, rules and regulations governed by and shall be construed in accordance with the substantive laws of the province of Ontario and the federal laws of Canada applicable therein without regarding to principles of conflicts of law. The parties specifically agree to the venue and jurisdiction being exclusively in the federal and provincial courts situated in Toronto, Ontario, Canada. **FOR RESIDENTS OF QUEBÉC 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.

In Australia: The laws governed by and shall be construed in accordance with the substantive laws of the State of New South Wales without regard to principles of conflicts of law.

### **14. Participant's personal information**

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

### **15. Incentive Results**

Incentive results will be published at <https://helpcenter.plexusworldwide.com/hc/en-us/articles/12165251820827> .

Alternatively, for Incentive results, send a hand-printed, self-addressed, stamped envelope to February Plexus Prize: lululemon, Plexus Worldwide, LLC, 9145 E Pima Center Parkway, Scottsdale, AZ 85258. Requests for the winner list must be received by April 30, 2023.