

# 2023 GO TO NASHVILLE CONVENTION CONTEST

## Official Rules

### 1. Eligibility

The 2023 Go To Nashville Convention Contest (the "Contest") is open only to Brand Ambassadors who are legal residents of Australia, Canada (except Quebec), New Zealand, and the 50 United States (including District of Columbia and Puerto Rico) 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, provincial, 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

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

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

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

New Zealand: Plexus Worldwide New Zealand Limited, 80 Queen St., Auckland Central, Auckland, 1140 New Zealand; NZBN 9429048529419.

### 3. Timing

The Contest begins January 1, 2023, at 12:00 a.m. USA ET and ends April 30, 2023, at 11:59 p.m. USA ET. (the "**Contest Period**"). Sponsor is the official timekeeper for this Contest.

### 4. How to qualify

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

- i) Be currently commissions-qualified or were commissions qualified in the prior month;
- ii) Have their Annual Membership current;
- iii) Must sign up a minimum of 3 new VIP Customers with a welcome pack or initial \$100 USD/131.55 CAD/140 AUD order during the contest period;
- iv) Be registered and expected to attend the 2023 Plexus One Convention in Nashville, Tennessee.

### 5. How to earn credits

There are several ways to earn credits to win a Contest prize.

**Sign Up Credits:** Brand Ambassadors who sign up a VIP Customer with a welcome pack or \$100 USD/131.55 CAD/140 AUD order or more, before tax and shipping, during the Contest Period will earn sign up credits for themselves and on their paid levels 1-4:

Brand Ambassador: Earn 20 sign up credits  
Level 1 Brand Ambassador: Earn 15 sign up credits  
Level 2 Brand Ambassador: Earn 10 sign up credits  
Level 3 Brand Ambassador: Earn 5 sign up credits  
Level 4 Brand Ambassador: Earn 5 sign up credits

**Prize Credits:** Brand Ambassadors can earn prize credits for each month's Contest Period's incentive (up to 2 prizes per month). When a Brand Ambassador achieves a monthly incentive prize during the Contest Period, they will earn prize credits for themselves and on their paid levels 1-4:

Brand Ambassador: Earn 40 prize credits (maximum of 80 prize credits per month)  
Level 1 Brand Ambassador: Earn 30 prize credits (maximum of 60 prize credits per month)  
Level 2 Brand Ambassador: Earn 20 prize credits (maximum of 40 prize credits per month)  
Level 3 Brand Ambassador: Earn 10 prize credits (maximum of 20 prize credits per month)  
Level 4 Brand Ambassador: Earn 10 prize credits (maximum of 20 prize credits per month)

## 6. Prize levels

Prize Levels: To earn a Contest prize(s), all Brand Ambassadors must be qualified and complete registration with the expectation of attending the 2023 Plexus One Convention in Nashville, Tennessee.<sup>2</sup>

1. 300 Credits: \$50 USD for Convention Store<sup>1</sup>
2. 600 Credits: \$100 USD Travel Cash<sup>2</sup>
3. 900 Credits: \$200 USD Plexus ONE Card<sup>3</sup>
4. 1,200 Credits: Winners Dinner<sup>4</sup>
5. 1,500 Credits: \$500 USD Travel Cash<sup>5</sup>
6. 2,000 Credits: \$750 USD Travel Cash<sup>6</sup>
7. 2,500 Credits: \$1,000 USD Spending Money<sup>7</sup>
8. 3,000 Credits: Black Tie Gala<sup>8</sup>

All Travel Cash and Spending Money will be deposited in the form of cash in the Brand Ambassadors' Plexus Commissions account and will be paid out around May 19, 2023, after commissions closes.

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 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 Brand Ambassador—including, without limitation, government issued photo identification) of being the Plexus Ambassador associated with the selected Entry.

### Winner notification and acceptance

The winners will be notified by email on or by May 19, 2023. Inability to reach winner by email or phone after reasonable efforts (as determined solely by sponsor) may result in disqualification of prize. The winner may waive his or her right to receive a prize. No cash equivalent for noncash prizes will be available. The prizes are 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. Winner is responsible for all taxes and fees in any jurisdiction associated with the prize. The winner may be required to complete an affidavit of eligibility, which must be returned within 14 days of the date it is received by the winner. 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. Except where prohibited, participation in this contest constitutes participant's consent to the publication of his or her name and image in any media for any commercial or promotional purpose, without limitation or further compensation.

For U.S.: 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 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->.

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<sup>1</sup> \$50 USD Convention Store Cash will be deposited in your Plexus Commissions account on or about May 19, 2023.

<sup>2</sup> \$100 USD Travel Cash will be deposited in your Plexus Commissions account on or about May 19, 2023, and noted as "other income".

<sup>3</sup> \$200 USD Limited Edition Plexus ONE Card will be delivered to you on or around May 19, 2023. The Plexus ONE Card may not be transferred. Use of the Plexus ONE Card is also subject to activation by the winner and to the terms and conditions of the card issuer which 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://ewallet.plexus-pay.com/Docs/SWIFT\\_Card\\_Terms\\_usd.pdf](https://ewallet.plexus-pay.com/Docs/SWIFT_Card_Terms_usd.pdf), and will be included with your Plexus ONE Card. Residents of Australia and USA: The Plexus ONE Card is valid for 3 years from 2/2026.

<sup>4</sup> The first 1,000 Brand Ambassadors who reach 1,200 Credits are invited to attend the 2023 Winners Dinner. All remaining Brand Ambassadors who reach 1,200 Credits will receive the approximate retail cash value of \$700 USD, which will be deposited into their Plexus Commissions account on June 1, 2023. Approximate retail value is \$700 USD.

<sup>5</sup> \$500 USD Travel Cash will be deposited in your Plexus Commissions account on or about May 19, 2023 and noted as "other income".

<sup>6</sup> \$750 USD Travel Cash will be deposited in your Plexus Commissions account on or about May 19, 2023 and noted as "other income".

<sup>7</sup> \$1,000 USD Spending Money will be deposited in your Plexus Commissions account on or about May 19, 2023 and noted as "other income".

<sup>8</sup> The first 250 Brand Ambassadors who reach 3,000 Credits are invited to attend the 2023 Black Tie Gala. All remaining Brand Ambassadors who reach 3,000 Credits will receive the approximate retail cash value of \$1,100 USD, which will be deposited into their Plexus Commissions account on June 1, 2023. Approximate retail value is \$1,100 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.

**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 parents, 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.

**10. 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 province 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.

**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 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 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 contest-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 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 except for residents of Australia 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.

**13. Disputes**

Each entrant agrees that any and all disputes, claims, and causes of action arising out of or connected with this contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action any and all disputes, claims, and causes of action arising out of or connected with this contest, or any prizes awarded, shall be resolved exclusively 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 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.

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.

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 contest, shall be governed by, and construed in accordance with, 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.

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

Information collected from participant is subject to the sponsor's Privacy Policy, which is available at <https://shop.plexusworldwide.com/privacy-policy> or subdomains of that website.

#### **15. Contest results**

Alternatively, for Contest results, send a hand-printed, self-addressed, stamped envelope to Winners List — 2023 Go to Nashville Convention Contest, Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, AZ 85258. Requests for the winner list must be received by May 15, 2023. Canadian and Australian residents may omit return postage.