

# **Plexus® Superhero Kids Colouring Contest**

## **Official Rules**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### **1. Eligibility**

Plexus Superhero Kids Colouring Contest (the “Giveaway”) is open to Plexus Brand Ambassadors, VIP Customers, and Retail Customers who are legal residents of Canada (excluding Quebec) 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 Plexus Worldwide, LLC, Plexus Canada Limited Partnership and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and all other service agencies involved with the Giveaway and members of their immediate family (spouse, parents, siblings and children) and household members (whether related or not) of each such employee are not eligible to participate or win. In order to enter the Giveaway or receive a prize, you must fully comply with the Official Rules and, by entering, you represent and warrant that you agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions shall be binding and final in all respects relating to this Giveaway.

### **2. Sponsor**

Plexus Canada Limited Partnership, 6500 Trans-Canadian Highway, Suite 400, Pointe-Claire, Quebec H9R0 A5, Canada.

### **3. Timing**

Giveaway begins on February 17, 2022 at 6:00am ET and ends on March 1, 2022 at 12:00pm ET (the “Giveaway Period”). The Giveaway is governed by these Official Rules and is subject to all applicable federal, provincial and local laws.

### **4. How to Enter**

You must complete the following steps to receive one entry in the Giveaway:

1. Follow our corporate Instagram page at @plexusincanada
2. Print the Plexus Superhero Kids Colouring Sheet and have a super time colouring by yourself or with your kids!
3. Take a photo of your/their masterpiece and upload it to Instagram and tag @plexusincanada with #superherokids

You must follow @plexusincanada on Instagram at the time of entry and until the winner is finalized. You must have your Instagram profile settings as PUBLIC (not private) to enter your Submission. To participate in the Giveaway, if you do not already have an Instagram account, download the free Instagram application and create an account as instructed. Getting an Instagram account is free. Limit of one entry per person per day and per Instagram account during the Giveaway Period. Use of multiple Instagram accounts to enter by the same individual is prohibited and may result in disqualification. Submissions

will be deemed to have been submitted by the authorized account holder of the Instagram account from which the Submission is uploaded at the time of the entry, as identified by the primary email address associated with that account. Only entries submitted via the above methods are eligible. Entries submitted via any other method, will NOT be accepted. Entries must be received no later than the close of the Giveaway Period.

All posts become the property of the Sponsor and will not be returned. By entering a post, the Participant grants the Sponsor and its affiliates the right to publish the entries, photos, name, image and/or likeness on the Sponsor's websites and in the Sponsor's social media and marketing materials without further compensation, notification or permission, unless prohibited by law. Giveaway posts may be used for the purpose of marketing the Sponsor's products and business opportunity.

Sponsor is not responsible for entries that are incomplete or inaccurate whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Giveaway or by any technical or human error which may occur in the processing of entries. Sponsor is not responsible for computersystem, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature. All entry information and photos, if submitted, become the property of the Sponsor and will not be returned. By submitting an entry, you agree that your submission is gratuitous and made without restriction and will not place Sponsor under any obligation, and that Sponsor is free to disclose or otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your entry, Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than you. By entering, you acknowledge that Sponsor has no obligation to use or post any entry you submit.

##### **5. Winner Determination and Notification**

On Tuesday March 1, 2022 inclusive in Ottawa, Canada at approximately 1p.m. EST (the "Draw Date"), the Sponsor will select 3 eligible entries for the prizes described below in Section 8 in a random drawing. One winner will be selected from the eligible entries received. **POTENTIAL WINNER WILL BE NOTIFIED BY DIRECT MESSAGE ON INSTAGRAM FROM @PLEXUSCANADA AND WILL BE REQUIRED TO RESPOND WITHIN 72 HOURS OF NOTIFICATION.** Failure by a potential winner to respond to any contact within the stated timeframe will result in disqualification, and Sponsor will select an alternate potential winner in the same manner. For any Draw the Sponsor may select additional winner(s) from eligible entries in its sole discretion. The Sponsor's decisions as to the administration and operation of the Giveaway and the selection of a potential winner are final and binding (without right of appeal) in all matters related to the Giveaway. Odds of winning a prize depend on the number of eligible entries received at the time of the selection. Odds of winning a Giveaway prize depend on the number of eligible entries received during the Giveaway Period.

**6. POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR. SPONSOR'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE ADMINISTRATION, OPERATION, SELECTION OF THE WINNER AND OTHER MATTERS RELATED TO THE GIVEAWAY.**

### **7. Verification of Potential Winners**

Before being declared as the confirmed prize winner, a Canada resident must first correctly answer a mathematical skill-testing question without mechanical or other aid (to be administered on the declaration and release). The potential winner will be required to sign and return to the Sponsor, by email within three (3) days of the date of the notice (sent by email), the Sponsor's prize Declaration and Release form in order to claim his/her prize. If the potential winner of the prize: (a) cannot be contacted as set out above or if the prize or prize notification is returned as undeliverable; (b) fails to sign and return the properly executed prize Declaration and Release form within the required time period; and/or (c) cannot accept the prize for any reason, then he/she will be disqualified (and will forfeit all rights to the prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible Entries (in which case the foregoing provisions of this section shall apply to such new selected entrant).

### **8. Prize**

Three (3) grand prize will be awarded on Instagram. Grand prize winner will receive:

- Three (3) Plexus XFactor Kids™ - 147.69 CAD
- A set of Super Hero Kids stickers – 5.00 CAD

Approximate value per grand prize: 150.00 CAD

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. Winner is responsible for all taxes and fees in any jurisdiction associated with the prize.

### **9. 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 Giveaway; (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 Giveaway 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 Giveaway, 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 Giveaway and/or entrant's acceptance, use or misuse of prize.

## **10. Publicity**

Except where prohibited or restricted by law, winner's acceptance of prize constitutes the winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Giveaway or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or Giveaway on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

## **11. General Conditions**

Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors shall not have any obligation or responsibility, including any responsibility to award any prize to entrants, with regard to: (a) entries that contain inaccurate information or do not comply with or violate the Official Rules; (b) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (c) entrants who have committed fraud or deception in entering or participating in the Giveaway or claiming the prize; (d) telephone, electronic, hardware, software, network, Internet or computer malfunctions, failures or difficulties; (e) any inability of the winner to accept the prize for any reason; (f) if a prize cannot be awarded due to delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control; or (g) any damages, injuries or losses of any kind caused by any prize or resulting from awarding, acceptance, possession, use, misuse, loss or misdirection of any prize or resulting from participating in this Giveaway or any promotion or prize related activities. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (a) tampering with the entry process or the operation of the Giveaway, or with any Website promoting the Giveaway; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Giveaway multiple times through the use of multiple email addresses or the use of any robotic or automated devices to submit entries. If Sponsor determines, in its sole discretion, that technical difficulties or unforeseen events compromise the integrity or viability of the Giveaway, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Giveaway, including the entire Giveaway, and/or modify the Giveaway and/or award the prize from all eligible entries

received as of the termination date.

## **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 utilized in the Giveaway; (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 Giveaway; (d) technical or human error in the administration of the Giveaway or the processing of registrations; 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 Giveaway or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Giveaway. No more than the stated number of each prize will be awarded.

## **13. Disputes**

Each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, 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 Giveaway, or any prizes awarded, shall be resolved exclusively by the appropriate court in British Columbia, Canada (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, 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 Giveaway, shall be governed by, and construed in accordance with, the laws of British Columbia without giving effect to any choice of law or conflict of law rules (whether of British Columbia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than British Columbia.

## **14. Entrant's Personal Information**

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

## **15. Giveaway Results**

*To obtain the prize winner list, send a self-addressed, stamped envelope to: Plexus Canada, LP, 6500 Trans-Canadian Highway, Suite 400, Pointe-Claire, Quebec H9R 0A5, Plexus Superhero Colouring Contest - Winner's List. Requests must be received March 7, 2022.*

*This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram.*