

# Rubies on the Rise Event

## Official Rules

### 1. Eligibility

The Rubies on the Rise Event (the “Program”) is open only to Plexus Brand Ambassadors who are legal residents of Canada and the fifty (50) United States (including District of Columbia) 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 Program. The Program 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 Program to the extent permitted by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### 2. Sponsor

USA: Plexus Worldwide, LLC, 9145 E Pima Center Parkway, Scottsdale, AZ 85258

Canada: Plexus Canada, LP, 6500 Trans-Canada Highway, Suite 400 Pointe-Claire, Quebec H9R0A5

### 3. Timing

These are planned Rubies on the Rise events:

--First Event--October 18-20, 2022 (must have achieved all qualifications as described below in Section 4 and registered no later than September 30, 2022)

--Second Event--April 2023 (specific dates TBD, must have achieved all qualifications as described below in Section 4 and registered no later than March 31, 2023)

-- Third Event--October 2023 (specific dates TBD, must have achieved all qualifications as described below in Section 4 and registered no later than September 30, 2023)

Each qualification period commences at 12am EST and ends at 11:59pm EST. (the “Program Period”). Sponsor is the official timekeeper for this Program.

### 4. How to Qualify

In order to qualify for this Program, Brand Ambassadors must:

- i) Be a qualified Brand Ambassador in Good Standing<sup>1</sup> in accordance with the Plexus Brand Ambassador Agreement and Policies and Procedures throughout the Program Period;
- ii) Have your Plexus Annual Membership paid and current;
- iii) Be commission qualified<sup>2</sup>;
- iv) Have at least 100 PV each month;
- v) Be a newly qualified Ruby or Senior Ruby Brand Ambassador since January 2022 or a current Senior Ruby Brand Ambassador who has grown by 200+ points since January 2022 during the Program Period and are holding Senior Ruby paid rank.

All credit card payments must be in the name of the purchasing Brand Ambassador and not that of the sponsor or upline. Brand Ambassadors not in good standing under the Plexus policies and procedures are not eligible to participate in the Program. Neither purchases by Brand Ambassadors within 6 months of conversion date from Brand Ambassador to Customers nor purchases by any Brand Ambassador Lead(s) received as part of the Plexus Leads Program will not generate eligible entries.

#### **5. Program Details:**

All newly qualified Ruby or Senior Ruby Brand Ambassadors or current Senior Rubies who have grown by 200+ points since the end of December 2021 and are holding Senior Ruby paid rank will be invited to one of the Rubies on the Rise Events, which is an exclusive, all-day training event that will be held on October 18-20, 2022 (First Event), April 2023 (TBD-Second Event), and October 2023 (TBD-Third Event). All Brand Ambassadors will be responsible for their own airfare and transportation to and from the event. Plexus will cover the cost of training event at The Andaz Scottsdale Resort & Bungalows in Scottsdale, AZ, the hotel accommodations at Andaz (standard room) for 2 nights (night of Day 1 and night of Day 2), Dinner on Day 1, and Breakfast, Lunch, & Dinner on Day 2.

Each Ruby Brand Ambassador is responsible for the costs of the following items:

- Room upgrades
- Spa upgrades or purchases
- Additional food and beverages
- Gift shop purchases
- Excursions or resort activities

You may send an email to [us.support@plexusworldwide.com](mailto:us.support@plexusworldwide.com) for further inquiries or information.

The approximate retail value of the event is \$1,200 USD.

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<sup>1</sup> Good Standing is defined to mean the following: 1) you have acknowledged and agreed to the Brand Ambassador Terms and Conditions and Policies and Procedures; and ii) you are not in violation of the Company's Terms and Conditions and Policies and Procedures.

<sup>2</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.

## **6. Event Notification and Acceptance**

All qualifiers will be notified by email on a monthly basis after commissions are closed. Any qualifier may waive his or her right to attend the event. No cash equivalent for the event will be available. The event 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 change the date and time of each Rubies on the Rise event. For the United States, for the purposes of reporting your annual income to the IRS the value of any prize, award or offer, whether it be cash or non-cash is considered taxable income and will be included in the Form 1099-NEC if your total income from Plexus exceeds \$600.

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

## **8. Verification of Potential Qualifiers**

The potential qualifiers 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 affidavit and acceptance form or declaration and release. If the potential qualifier: (a) cannot be contacted as set out above or if the notification is returned as undeliverable; (b) fails to sign and return the properly executed affidavit and acceptance form or declaration and release within the required time period; and/or (c) cannot attend the event for any reason, then he/she will be disqualified and will forfeit all rights to attend the event.

## **9. 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 Program; (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 Program 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 Program, 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 participant's participation in the Program and/or participant's acceptance, use or misuse of prize.

## **10. Publicity**

Except where prohibited by local laws, participation in the Program constitutes the qualifier's consent to the Sponsor's and its agents' use of qualifier'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 participant hereby grants to the Sponsor an unlimited, worldwide, royalty-free, non-exhaustive, perpetual, irrevocable license to use qualifier'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 qualifier's permission to use qualifier'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 participants' interests, to cancel, suspend and/or modify the Program, or any part of it (including, without limitation, 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 Program, as determined by the Sponsor in its sole discretion. In addition, Sponsor reserves the right to adjust in extreme circumstances, such as unexpected weather conditions, or pandemic restrictions, as required and at their 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 Program-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 participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (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 Program; (d) technical or human error which may occur in the administration of the Program; 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 Program or receipt or use or misuse of any prize 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 participant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Program, 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 Program, 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 Program, 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 Program, shall be governed by:

In the United States: 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 regard 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 QUÉBEC 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.

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

Information collected from participants 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 the Program, 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 Program 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. Program Results**

Program result will be published at <https://helpcenter.plexusworldwide.com/hc/en-us/articles/4415341478171-Rubies-on-the-Rise-Training-Event>. Alternatively, for Program results, send a hand-printed, self-addressed, stamped envelope to Rubies on the Rise Event Qualifiers, Plexus Worldwide, LLC, 9145 E Pima Center Parkway, Scottsdale, AZ 85258. Requests for the qualifiers list must be received no later than 60 days after the end of each qualification period. Canadian residents may omit return postage.