

## **SAIL-EBRATION CONTEST OFFICIAL RULES**

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

### **1. Eligibility:**

The Plexus Sail-ebration Contest (the “Contest”) is open only to Brand Ambassadors who are legal residents of 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, representatives and agents of Sponsor (defined below), its related and affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, the “Contest Parties”), 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**

Plexus Canada, LP (the “Sponsor”), 6500 Trans-Canadian Highway, Suite 400, Pointe-Claire, Quebec H9R 0A5, Canada

### **3. Timing**

The Contest begins March 1, 2023 at 12:00 AM ET and ends on June 30, 2023 at 11:59 PM ET (the “Contest Period”). Sponsor is the official timekeeper for this Contest.

### **4. How to Participate**

NO PURCHASE NECESSARY. Eligible Brand Ambassadors must be Commission Qualified<sup>1</sup> to earn Contest credits (“Contest Credits”) as set out below. For greater certainty, Contest Credits can only be earned in the month(s) during the Contest Period that a Brand Ambassador is Commission Qualified – if an eligible Brand Ambassador is not Commission Qualified during any month of the Contest Period, the Brand Ambassador will not earn any eligible Contest Credits during such month. To be eligible to receive a prize in the Contest, Brand Ambassadors must earn at least the Minimum Contest Credits (defined below).

- a. Personal Sign Up Credits: eligible Brand Ambassadors will earn twenty (20) sign up Contest Credits (the “Sign Up Credits”) for each new personally enrolled VIP Customer they sign up with an initial 100 USD/131.55 CAD/140 AUD/2,044.5 MXN order or a welcome pack purchase.
- b. You will also earn 20 Credits on sign ups from your Levels 2 & 3 each time they personally sign up a new VIP Customer with an initial 100 USD/131.55 CAD/140 AUD/2,044.5 MXN order or a welcome pack purchase during the contest period

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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.

- c. Retention Credits: eligible Brand Ambassadors will earn retention Contest Credits (the “Retention Credits”) for each subsequent monthly order their new VIPs and Level2s place above 100 USD/131.55 CAD/140 AUD/2,044.5 MXN as follows:
- i) eligible Brand Ambassadors will earn thirty (30) Retention Credits for each new VIP Customer they sign up and on the sign ups of your Level 1 & 2 during the Contest Period, who place their first monthly order of 100 USD/131.55 CAD/140 AUD/2,044.5 MXN during the Contest Period. One order per month will count. Orders cannot be combined to meet the minimum requirement.
  - ii) eligible Brand Ambassadors will earn forty (40) Retention Credits for each new VIP Customer they sign up and on the sign ups of your Level 1 & 2 during the Contest Period, who place a second monthly order of 100 USD/131.55 CAD/140 AUD/2,044.5 MXN during the Contest Period. One order per month will count. Orders cannot be combined to meet the minimum requirement.
  - iii) eligible Brand Ambassadors will earn fifty (50) Retention Credits for each new VIP Customer they sign up and on the sign ups of your Level 1 & 2 during the Contest Period, who place a third monthly order of 100 USD/131.55 CAD/140 AUD/2,044.5 MXN during the Contest Period. One order per month will count. Orders cannot be combined to meet the minimum requirement.

*For example: Samantha signs up as a new VIP Customer in March with a welcome pack order. Her sponsor receives twenty (20) Sign Up Credits. Samantha then places a qualifying monthly order in April, skips May and then places another qualifying order in June. Samantha’s sponsor receives thirty (30) Retention Credits for the April order and forty (40) Retention Credits for the June order.*

- d. Leadership Credits: eligible Brand Ambassadors will earn Leadership Contest Credits (the “Leadership Credits”) for training their Level 1 and 2 Brand Ambassadors advance to the rank of Silver and beyond for the first time, as follows:

- i) Silver: 50 Leadership Credits
- ii) Sr. Silver: 100 Leadership Credits
- iii) Gold: 200 Leadership Credits
- iv) Sr. Gold: 300 Leadership Credits
- v) Ruby: 400 Leadership Credits
- vi) Sr. Ruby: 500 Leadership Credits
- vii) Emerald: 600 Leadership Credits
- viii) Sapphire: 700 Leadership Credits
- ix) Diamond: 800 Leadership Credits.

- e. For those Brand Ambassadors who Re-Rank Up to their previous highest Level, they will earn:

- i) **i) Silver: 25 Credits**
- ii) **Sr. Silver: 50 Credits**
- iii) **Gold: 100 Credits**
- iv) **Sr. Gold: 150 Credits**
- v) **Ruby: 200 Credits**

- vi) **Sr. Ruby:** 250 Credits
- vii) **Emerald:** 300 Credits
- viii) **Sapphire:** 350 Credits
- ix) **Diamond:** 400 Credits

Alternatively, to earn Contest Credits without completing the requirements set out in 4(a)-(c) above, eligible Brand Ambassadors may print their full name, age, complete mailing address (including postal code), daytime telephone number (including area code), and valid email address on a plain piece of paper along with: (i) a minimum of 50-word unique and original handwritten essay describing *why you want to enter the Contest*, and (ii) a statement indicating whether the request is for Sign Up Credits, Retention Credits, or Leadership Credits (a "Mail-In Request") to: Plexus Canada LP 6500 Trans Canada Hwy, Suite 400, Pointe-Claire, QC H9R 0A5. Upon receipt of your eligible Mail-in Request in accordance with these Official Rules (as determined by the Sponsor in its sole and absolute discretion), you will receive twenty (20) Contest Credits in the Contest. Such Contest Credits will be allocated as the type of Contest Credits (i.e., Sign Up Credits, Retention Credits, or Leadership Credits) indicated within the Mail-In Request (note: if a Mail-In Request that is otherwise compliant with these Official Rules does not indicate the type of Contest Credits requested, or indicates more than one type of Contest Credits requested, such Mail-In Request will automatically be allocated as a request for Sign Up Credits). Sign Up Credits provided upon receipt of an eligible Mail-In Request will automatically be allocated by the Sponsor as Sign Up Credits associated with enrolments in the Canadian market. To be eligible, your Mail-in Request must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Mail-in Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received by July 7, 2023. The Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Mail-in Requests. Limit of twenty (20) Contest Credits per Mail-in Request. Limit of one (1) type of Contest Credits (i.e., Sign Up Credits, Retention Credits, or Leadership Credits) requested per Mail-In Request. Each Mail-in Request must be mailed in a separate envelope bearing sufficient postage.

Minimum Contest Credits: Eligible Brand Ambassadors must earn a minimum of 320 Sign Up Credits **AND** 1,000 total combined Contest Credits during the Contest Period to be eligible for a prize in the Contest (collectively, the "Minimum Contest Credits"). To be eligible, a minimum of 12 of the new enrolments associated with the Sign Up Credits received must be within the Canadian market (the remainder may be from international markets).

There is no limit of Contest Credits per person (regardless of the method of entry). If it is discovered by the Sponsor that any person has attempted to: (i) exceed any of the limits stated in these Official Rules, and/or (ii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

## 5. Prizes

There are (50) prizes available to be won, each consisting of a Bahamian cruise for two (2) (the earner and a guest) scheduled from December 7, 2023 through December 11, 2023 (each, a "Prize"). Each Prize includes roundtrip, economy airfare for two (2), four (4) nights' accommodations on the cruise, hotel accommodations for one (1) night prior to the cruise (single/double occupancy), ground transportation from hotel to the cruise line port on the day of the cruise and ground transportation from the cruise line port to the airport on the last day of the cruise for the earner and a guest. The top five (5) out of the fifty (50) earners (determined as set out below) will be upgraded to a Sky Suite and earners six (6) through

ten (10) (determined as set out below) will be upgraded to an Aqua Class Suite. For greater certainty and the avoidance of any doubt, each Prize consists solely of the details set out above and does not include drink packages, ground transportation at each destination, excursions, or any other expenses that may be incurred in order to attend the Bahamian cruise. Approximate retail value of each Prize is \$7761.45 CAD, based on a hypothetical Vancouver, British Columbia departure point example.

Each entrant may win only one (1) Prize. Prize does not include any other item or expense not specifically described in these Official Rules, and any such additional expenses are the sole responsibility of earner. Prizes may not be transferred or assigned. Only listed prizes will be awarded and no other prizing or substitutions will be made except at the sole discretion of Sponsor. The Sponsor reserves the right to substitute a Prize in whole or in part in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award. Earners agree to accept the Prize "as is", and entrants hereby acknowledge that Sponsor has neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including express warranties (if any) provided exclusively by a Prize supplier that are sent along with the Prize. Any valuation of the Prizes stated above is based on available information provided to Sponsor and the value of any Prize awarded to a earner may be reported for tax purposes as required by law. Each earner is solely responsible for reporting and paying any and all applicable taxes, if any. Each earner may be required to provide Sponsor with a valid taxpayer identification number before any Prize will be awarded. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. Each Prize is subject to all applicable ticket terms, conditions and venue policies. The Released Parties (defined below) will not be in any way responsible (and for greater certainty, are not obligated to offer any substitute prizing) in the event that any part of the Bahamian cruise is delayed, postponed, re-scheduled or cancelled for any reason whatsoever (including, without limitation, due to illness or health risks, or any governmental or health authority orders, measures, directives or guidance, such as, without limitation, those that may be implemented to mitigate COVID-19 transmission, or due to any other cause of any kind or nature whatsoever).

Without limiting any of the foregoing, the following general conditions apply to each Prize: (i) all travel related to the trip must be completed on or by the date(s) specified by Sponsor in its sole and absolute discretion (in the event that the confirmed earner is unable to claim the Prize or any portion thereof during such time, the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, the Sponsor is not obligated to offer any substitute prizing in its place); (ii) the confirmed earner and his/her guest must: (a) travel on same itinerary; (b) have all necessary documentation to permit travel and participate in the Prize (including all required COVID-19 documentation (including, without limitation, any required proof of vaccine documentation, proof of valid vaccine exemption documentation, and/or proof of negative COVID-19 test documentation); and (c) must not have any legal barrier to travel to, and return from, the trip destination point(s); (iii) if the confirmed earner and his/her guests do not utilize any part(s) of the Prize for any reason, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (iv) all travel arrangements relating to the Prize must be made through the Sponsor or its designated agents; (v) by accepting the Prize, the confirmed earner and his/her guests agree to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part; (vi) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets; (vii) the confirmed earner's guest must: (a) be a Canadian resident that has reached the legal age of majority in their province/territory of

residence; and (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Prize (including, without limitation, any travel related thereto); (viii) any difference between the actual value of the Prize and its stated approximate retail value will not be awarded; (ix) once booked, travel arrangements may not be changed by the Prize earner and/or guest; (x) further restrictions may apply; (xi) the Sponsor reserves the right to change any of the Prize dates and/or Prize description at its sole and absolute discretion; and, (xii) by participating in the Prize, the earner and his/her guests each: (a) signifies that he/she understands, acknowledges and accepts that participation in the Prize may involve danger and/or exposure to risks and hazards (including without limitation as may be due to the inherent risks of travel and as may be due to possible COVID-19 exposure or infection), whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he/she may suffer damage to personal property, serious personal injury, illness or even death; (b) signifies that he/she acknowledges and agrees that the Released Parties have not made any warranties, guarantees or representations about his/her safety while participating in the Prize; and (c) warrants and represents that he/she has evaluated the nature, scope, and extent of the risks involved, and freely and voluntarily agree and assume any and all risks of personal injury, illness, death arising out of or connected with his/her participation in the Prize.

## **6. Selection and Verification of Potential Earners**

Each Brand Ambassador who obtains one (1) of the top fifty (50) total number of Contest Credits will be selected as a potential Prize earner. Each potential earner will be notified by email on or about August 15, 2023. Sponsor's decisions as to the administration and operation of the Contest and the selection of potential earners are final and binding in all matters related to the Contest. Sponsor reserves the right to disqualify any participant or earner and may refuse to award any Prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the Contest, or obtained earner status using fraudulent means.

In the event of a tie between two (2) or more Brand Ambassadors based on the total number of Contest Credits obtained, the Brand Ambassador – from amongst all such Brand Ambassadors that are tied – with the most Sign Up Credits (followed by the most Retention Credits, then by the most Leadership Credits, in the event of a further tie) will be deemed to have obtained the higher number of Contest Credits.

All participants and potential earners are subject to verification by Sponsor. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Potential earners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Before being declared a confirmed earner, each potential earner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release). Each potential earner will be notified by email and will have seventy-two (72) hours from the time and date the notice email was sent by Sponsor to respond and provide information as requested by Sponsor. Each potential Prize earner may be required to sign and return a declaration and release form as applicable (except where prohibited), which must be received by Sponsor within seventy-two (72) hours of the time notice or attempted notice is sent, in order to claim a Prize. If a potential earner of any Prize cannot be contacted, fails to correctly answer the skill-testing question, fails to sign and return the declaration and release form within the required time period (if applicable), declines the Prize or Prize is returned as undeliverable, such potential earner will be disqualified and forfeits the Prize. If a potential earner is

disqualified for any reason, Sponsor will attempt to award the corresponding Prize to the Brand Ambassador who achieved the next highest Contest Credits. All alternate potential earners are subject to all requirements set forth in these Official Rules. Only three (3) alternate earners will be selected, after which the applicable Prize will remain un-awarded. The odds of winning a Prize depend upon the total number of eligible participants who participated in this Contest and the number of Contest Credits obtained per eligible participant in accordance with these Official Rules.

## **7. Publicity**

Except where prohibited, participation in the Contest constitutes earner's consent to the Sponsor's use of earner's name, social media identity, likeness, photograph, voice, opinions, hometown and state/province/territory of residence for promotional purposes in connection with this Contest in any media, worldwide in perpetuity, without further payment or consideration.

## **8. Privacy**

By participating in this Contest, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted in the course of participating in this Contest for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://shop.plexusworldwide.com/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 his/her personal information.

## **9. General Conditions**

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The Contest Parties and each of their respective agents, representatives, employees, directors, officers, successors, and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible entries, Contest Credits, eligible purchases, Mail-in Requests, and/or any other Contest-related information (collectively, "Contest-Related Information"), all of which are void. All decisions of the Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of participants or any Contest-Related Information, are final and binding on all participants in all matters as they relate to this Contest without right of appeal.

No responsibility is assumed by the Released Parties for any Prize after it has been sent to a participant. By participating in the Contest (and, as applicable, accepting a Prize), each participant: (i) confirms compliance with these Official Rules; (ii) acknowledges acceptance of the Prize (as provided); (iii) agrees to release, discharge, indemnify and hold harmless the Released Parties from any liability or damages which may arise out of participation in the Contest and/or out of the acceptance, use, misuse or possession of any Prize or any portion thereof; and (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from his/her participation in the Contest. All Contest-Related Information becomes the property of the Sponsor. The Released Parties shall have no liability and will be released and held harmless from any claim, action, liability, loss, injury or damage, including, without limitation (but subject to operation of law), personal injury or damage to personal or real property due in whole or in part, directly or indirectly, by any reason, including the acceptance, possession, use or misuse of a Prize and/or participation in this Contest. Without limiting the foregoing, the Released Parties will not be liable for: (i) any failure of a website; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Contest-Related Information to be received, captured or

recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) costs associated with mobile device data use and service; and/or (vi) any combination of the above, and will be released and held harmless from any claim, action, liability, loss, injury or damage.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Québec, to amend, cancel, withdraw or suspend this Contest (or to amend these Official Rules) in any way without prior notice or obligation, in the event of any error of any kind, any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Rules or for any other reason whatsoever. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Official Rules, the Sponsor's website, point of sale, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with this Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein.

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.

#### **10. Earner's List**

To obtain a list of the names of earners of Prizes, mail your request and a self-addressed, stamped envelope, up to sixty (60) days after the close of the Contest, to Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona, 85258 USA, Attention: Sail-ebration Contest.