

# **Plexus 2023 Slim Down for Summer with Plexus Pivotal™ 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**

The 2023 Plexus Spring Into Summer Weight Loss Challenge with Plexus Pivotal Contest (the “Contest”) is open only to Brand Ambassadors and VIP Customers who are legal residents of the fifty (50) United States (and the District of Columbia and Puerto Rico) who are eighteen (18) years of age or older at the time of entry. Void where prohibited. Employees of Plexus Worldwide, LLC and its respective parents, affiliates, subsidiaries, distributors, sales representatives, and all other service agencies involved with the Contest 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 Contest 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 Contest.

## **2. Sponsor**

Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, USA.

## **3. Timing**

Contest begins on May 8, 2023 at 12:00am and ends on June 4, 2023 at 11:59pm (the “Contest Period”). The Contest is governed by these Official Rules and is subject to all applicable federal, state and local laws.

## **4. How to Enter**

The Contest is open to Brand Ambassadors and VIP Customers who are legal residents of the fifty (50) United States (and the District of Columbia and Puerto Rico) who are the age of majority as of the start of the Contest Period (the “Participant”) and meet the following criteria:

- (i) Participants must be in good standing with the Company. For purposes of this Contest, good standing shall mean the participants who: (a) executed the Company’s Brand Ambassador Agreement and Policies and Procedures; and (b) have their Plexus Annual Membership paid and current.
  - (ii) Participants must register for Plexus Pivotal by May 8, 2023. Their start date cannot be changed after their submission has been received.<sup>1</sup>
  - (iii) Participants must use one of the Company’s Qualifying Product Combos during the Contest Period (as described below).
  - (iv) Participants may not during the Contest Period use any other weight loss products or regimes (including those offered and/or sold by Plexus competitors) or undergo any weight loss or weight management procedures or regimes, as generally defined by the International Confederation of Dietetic Associations.
  - (v) Participant will have until June 11, 2023 to submit their final submission. All Participants must complete their Spring Into Summer 2023 Weight Loss Contest between June 4, 2023 through June 11, 2023.
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- (vi) At the end of the Contest Period will be deemed completed, and Participant must do the following to qualify for any prizes to be awarded:

Qualifying Product Combos:

- Gut Balance, Lean Body System  
Slim Hunger Control or Slim Microbiome Activation, Lean, ProBio 5, Bio Cleanse
- Triplex Plus Twin Pack  
Slim Hunger Control or Slim Microbiome Activation, Lean, ProBio 5, Bio Cleanse

All submissions become the property of the Sponsor and will not be returned. By entering this the Contest, 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. Contest 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 Contest or by any technical or human error which may occur in the processing of entries. Sponsor is not responsible for computer system, 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 or about the week of June 5, 2023, the Sponsor will select the winners for the prizes described below. POTENTIAL WINNERS WILL BE NOTIFIED BY DIRECT MESSAGE ON FACEBOOK FROM @PLEXUSWORLDWIDE 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. Odds of winning a Contest prize depend on the number of eligible entries received during the Contest Period. Limit of one prize per person.

**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 CONTEST.**

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

Potential winners may be required to complete and return an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") by the date specified by

Sponsor, or an alternate potential winner may be selected. In the event (a) potential winner cannot be reached for whatever reason after a reasonable effort has been exerted, or the potential winner notification or Affidavit is returned as undeliverable, (b) potential winner declines or cannot accept, receive or use the prize for any reason, (c) of noncompliance with these Official Rules or any of the aforesaid time periods, (d) potential winner is found to be ineligible to enter the Contest or receive the prize, or (e) potential winner fails to fulfill the Affidavit-related obligations, the potential winner shall be disqualified from the Contest and an alternate potential winner may be selected in a random drawing , from among the other eligible entries received, as described in Section 5 above. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate potential winner, if any.

#### **8. Prize**

Ten (10) prizes will be awarded. Prize winners will win a Plexus Pivotal prize pack that includes a Plexus Pivotal Water Bottle, Exercise bands and a Plexus Pivotal T-Shirt. Approximate retail value of prize is \$50.00.

For all Prizes: Prize is non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of equal or greater value for any reason. Winner (or parent / legal guardian if winner is a minor) is responsible for all taxes and fees associated with prize receipt and/or use. All federal, state, and local tax liabilities, as well as any other costs and expenses not specified herein as being awarded are the sole responsibility of the Winner. Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification). Prize will be awarded only if the potential prize winner fully complies with these Official Rules.

#### **9. Entry Conditions and Release**

Each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor which are binding and final in all matters relating to this Contest; (b) defend, indemnify, release and hold harmless the Sponsor, Facebook, Inc., Instagram, Inc and their respective parent, subsidiary, and affiliated companies, celebrities, and any other person and organization 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 but not limited to negligence and damages of any kind to persons and property, including but not limited to 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, possession, attendance at, defect in, delivery of, inability to use, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry. Winner acknowledges that the prize is awarded as-is without warranty of any kind.

#### **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 Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising,

trade and/or promotion 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 Contest 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 Contest 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 Contest, or with any Website promoting the Contest; (b) acting in violation of the Official Rules; or (c) entering or attempting to enter the Contest 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 Contest, Sponsor reserves the right to void the entries at issue, and/or terminate the relevant portion of the Contest, including the entire Contest, and/or modify the Contest 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 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 in the administration of the Contest 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 Contest 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 Contest. No more than the stated number of each prize will be awarded.

### **13. 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.

#### **14. Disputes**

Except where prohibited, by participating, entrants agree that all issues and questions concerning the construction, validity, interpretation, administration, and enforceability of the Official Rules, or the rights and obligations of an entrant and Sponsor shall be governed by and construed exclusively in accordance with the laws of the state of Arizona without giving effect to any principles of conflicts of law of any jurisdiction and that: (1) any and all disputes, claims, and causes of actions arising out of, or connected with the Contest, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating, but in no event attorney's fees; (3) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim 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. By entering the Contest, all entrants agree to be subject to jurisdiction in the Federal and State courts of Arizona and agree that all disputes relating in any way to this Contest must be resolved in the courts of Arizona. Entrants agree not to raise the defense of forum non convenience.

#### **15. Contest Results**

To obtain the prize winner list, send a self-addressed, stamped envelope to: Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258; Attn: Spring Into Summer 2023 Weight Loss Contest with Plexus Pivotal – Winner's List. Requests must be received within 60 days of the end of the Contest Entry Period.

*This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook.*