

# VERANO VICTORIOSO 2021

## Official Rules

### 1. Eligibility

The Verano Victorioso 2021 Contest (the "Contest") is open only to Plexus Ambassadors who are legal residents of Mexico 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, 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 Worldwide México, S. de R.L. de C.V., Ave. Jorge Alvarez del Castillo 1082-1, Mezquitán Country, Guadalajara, Jalisco, C.P. 44620, MEXICO

### 3. Timing

The Contest begins March 1, 2021 at 12:00 a.m. USA ET and ends June 30, 2021 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 this Contest and Qualifying Ambassadors must:

- i) Have their Annual Membership paid and current;
- ii) Have at least 100 PV in the current month or be qualified in the prior month, excluding Welcome Pack PV, through the monthly cycle end date. PV is defined as the volume received from each commissionable product that you or your customers purchase (excluding Welcome Packs) or must be qualified in the prior month;
- iii) Be commission qualified in order to qualify; and
- iv) Be in "Good Standing"<sup>1</sup>.

### 5. Winner Selection for the Prize

A total of 50 top achievers will be eligible to participate in the winner's selection. 25 top achievers are New Ambassador Enrollments: 5 in Tier 1, 10 in Tier 2, and 10 in Tier 3. 25 top achievers are Existing Ambassadors Enrollments: 5 in Tier 1, 10 in Tier 2, and 10 in Tier 3. Below are the qualifications for the Contest:

#### A. New Ambassador Enrollments<sup>2</sup> (Tier 1).

- i) Enroll four or more New Personally Sponsored Level 1 Ambassadors from March 1, 2021 through June 30, 2021 with any Welcome Pack within their first 30 days (upgrades will count).
- ii) Contest Participants must be Commission Qualified two out of the four months of the Contest Period. Commission will not apply.

**Personal Rank Advancement.** Rank to Gold within any of the three months during the Contest Period.

**Team Development.** Of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period, for every Level 1 Silver you develop, you will receive \$25 USD Cash Travel Money (maximum up to \$150 USD).<sup>3</sup>

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<sup>1</sup> "Good Standing" is defined that you have acknowledged and agreed to the Ambassador Terms and Conditions and Policies and Procedures and you are not in violation of the Company's Terms and Conditions and Policies and Procedures.

<sup>2</sup> "New Ambassador" is defined as an Ambassador who enrolled on or after February 1, 2021.

<sup>3</sup> If the New Ambassador does not achieve the Gold Rank during the Contest Period, they can still earn the Cash Travel Money up to \$100 USD.

**Plexus Points.** Accumulate Plexus Points during the Contest Period. The top 5 Ambassadors with the most Plexus Points will be eligible for the Tier 1 Prize.

**B. New Ambassador Enrollments<sup>4</sup> (Tier 2).**

- i) Enroll four or more New Personally Sponsored Level 1 Ambassadors from March 1, 2021 through June 30, 2021 with any Welcome Pack within their first 30 days.
- ii) Contest Participants must be Commission Qualified two out of the four months of the Contest Period.

**Personal Rank Advancement.** Rank to Gold within two out of the four months during the Contest Period.

**Team Development.** Of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period, for every Level 1 Silver you develop, you will receive \$50 USD Cash Travel Money (maximum up to \$250 USD).<sup>5</sup>

**Plexus Points.** Accumulate Plexus Points during the Contest Period. The top 10 Ambassadors with the most Plexus Points will be eligible for the Tier 2 Prize.

**C. New Ambassador Enrollments<sup>6</sup> (Tier 3).**

- i) Enroll four or more New Personally Sponsored Level 1 Ambassadors from March 1, 2021 through June 30, 2021 with any Welcome Pack within their first 30 days.
- ii) Contest Participants must be Commission Qualified two out of the four months of the Contest Period.

**Personal Rank Advancement.** Rank to Senior Gold within any of the four months during the Contest Period.

**Team Development.** Of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period, for every Level 1 Silver you develop, you will receive \$50 USD Cash Travel Money (maximum up to \$300 USD).<sup>7</sup>

**Plexus Points.** Accumulate Plexus Points during the Contest Period. The top 10 Ambassadors with the most Plexus Points will be eligible for the Tier 3 Prize.

**D. Existing Ambassador Enrollments<sup>8</sup> (Tier 1)**

- i) Enroll 4 or more New Personally Sponsored Level 1 Ambassadors during the Contest Period with any Welcome Pack within their first 30 days.
- ii) Contest Participants must be Commission Qualified two out of the four months of the Contest Period.

**Team Development.**

- i) You must develop at least one of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period to the Gold Rank.
- ii) Of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period, for every Level 1 Silver you develop, you will receive \$25 USD Cash Travel Money (maximum up to \$150 USD).<sup>9</sup>

**Plexus Points.** Accumulate Plexus Points during the Contest Period. The top 5 Ambassadors with the most Plexus Points will be eligible for the Tier 1 Prize.

**E. Existing Ambassador Enrollments<sup>10</sup> (Tier 2)**

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<sup>4</sup> "New Ambassador" is defined as an Ambassador who enrolled on or after February 1, 2021.

<sup>5</sup> If the New Ambassador does not achieve the Gold Rank two out of the four months during the Contest Period, they can still earn the Cash Travel Money up to \$100 USD.

<sup>6</sup> "New Ambassador" is defined as an Ambassador who enrolled on or after February 1, 2021.

<sup>7</sup> If the New Ambassador does not achieve the Senior Gold Rank two out of the four months during the Contest Period, they can still earn the Cash Travel Money up to \$100 USD.

<sup>8</sup> "Existing Ambassador" is defined as an Ambassador who enrolled before February 1, 2021.

<sup>9</sup> If the New Ambassador does not achieve the Gold Rank during the Contest Period, they can still earn the Cash Travel Money up to \$100 USD.

<sup>10</sup> "Existing Ambassador" is defined as an Ambassador who enrolled before February 1, 2021.

- i) Enroll 4 or more New Personally Sponsored Level 1 Ambassadors during the Contest Period with any Welcome Pack within their first 30 days.
- ii) Contest Participants must be Commission Qualified two out of the four months of the Contest Period.

**Team Development.**

- i) You must develop two out of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period to the Gold Rank.
- ii) Of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period, for every Level 1 Silver you help develop, you will receive \$50 USD Cash Travel Money (maximum up to \$250 USD).<sup>11</sup>

**Plexus Points.** Accumulate Plexus Points during the Contest Period. The top 10 Ambassadors with the most Plexus Points will be eligible for the Tier 2 Prize.

**F. Existing Ambassador Enrollments<sup>12</sup> (Tier 3)**

- i) Enroll 4 or more New Personally Sponsored Level 1 Ambassadors during the Contest Period with any Welcome Pack within their first 30 days.
- ii) Contest Participants must be Commission Qualified two out of the four months of the Contest Period.

**Team Development.**

- i) You must develop at least one of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period to the Senior Gold Rank.
- ii) Of the four or more New Personally Sponsored Level 1 Ambassadors you enrolled during the Contest Period, for every Level 1 Silver you help develop, you will receive \$50 USD Cash Travel Money (maximum up to \$300 USD).<sup>13</sup>

**Plexus Points.** Accumulate Plexus Points during the Contest Period. The top 10 Ambassadors with the most Plexus Points will be eligible for the Tier 3 Prize.

In the event of a tie, the Ambassador with the most Plexus Points at the end of the Contest Period will win.

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

## 6. Prize

**Tier 1 Prize Level:** This Prize Package includes for the winner and guest a 4-day/3-night stay in a 5-star hotel (room based single/double occupancy), meals (breakfast, lunch and/or dinner) during their stay, and the Cash Travel Money (depending on their qualifications). The Cash Travel Money, if applicable, will be deposited in the form of a cash payment to the Ambassador's Hyperwallet by August 9, 2021. Hotel accommodations will be made by the Plexus Mexico Home Office Team once the final winners are chosen.

**Tier 2 Prize Level:** This Prize Package includes for the winner and guest a 4-day/3-night stay in a 5-star hotel (room based single/double occupancy), meals, (breakfast, lunch and/or dinner during their stay) and the Cash Travel Money (depending on their qualifications). The Cash Travel Money, if applicable, will be deposited in the form of a cash payment to the Ambassador's Hyperwallet by August 9, 2021. Hotel accommodations will be made by the Plexus Mexico Home Office Team once the final winners are chosen.

**Tier 3 Prize Level:** This Prize Package includes for the winner and guest a 4-day/3-night stay in a 5-star hotel (room based single/double occupancy), meals (breakfast, lunch and/or dinner during their stay), the Cash Travel Money (depending on their

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<sup>11</sup> If two of the four or more New Ambassadors does not achieve the Gold Rank during the Contest Period, they can still earn the Cash Travel Money up to \$100 USD.

<sup>12</sup> "Existing Ambassador" is defined as an Ambassador who enrolled before February 1, 2021.

<sup>13</sup> If the New Ambassador does not achieve the Senior Gold Rank during the Contest Period, they can still earn the Cash Travel Money up to \$100 USD.

qualifications), and a VIP Dinner with Corporate Executives. The Cash Travel Money, if applicable, will be deposited in the form of a cash payment to the Ambassador's Hyperwallet by August 9, 2021. Hotel accommodations will be made by the Plexus Mexico Home Office Team once the final winners are chosen.

If a Qualified Ambassador is unable to attend, all prizes will be forfeited, and no alternative prize will be given, with the exception of the Cash Travel Money.

Approximate retail value of the Prize Package for each winner is \$800 USD. Total approximate retail value of all Contest Prizes is \$40,000 USD

#### **Winner Notification and Acceptance**

The winners will be notified by email and/or telephone number on file on or about July 25, 2021. Inability to reach winner by email and/or telephone 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 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. 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. 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.

#### **6. 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.**

#### **7. Entry 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 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, 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 Entrants' 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 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 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. If for any reason an entrant's Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Contest, provided that if it is not possible to award another Entry due to discontinuance of the Contest, or any part of it, for any reason, the Sponsor, at its discretion, may elect to hold a random drawing from among all eligible Entries received up to the date of discontinuance for any or all of the prizes offered herein.

## **13. Disputes**

Each entrant agrees that: (a) 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; (b) 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 the appropriate United States District Court in Arizona, USA or the appropriate Arizona State Court located in Maricopa County, Arizona, USA; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 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. Entrant's Personal Information collected from Participants is subject to the Sponsor's Privacy Policy, which is available at <https://shop.plexusworldwide.com.mx/privacy-center-full-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—Verano Victorioso 2021, PLEXUS WORLDWIDE MEXICO S DE RL DE CV, Ave. CvIn Jorge Alvarez del Castillo 1082-1 Mezquitan Country, Guadalajara JAL 44620 by July 9, 2021.