



# Official Rules

United States & Canada

## Qualification Requirements

The Silver Star Program (the “Contest”) is open to Brand Ambassadors of Plexus residing in the US, Canada. Employees of Plexus Worldwide, LLC, Plexus Canada Limited Partnership (collectively referred to as the “Company” or “Plexus”) and its respective subsidiaries, affiliates, and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person, are not eligible. The Contest is subject to all applicable federal, provincial and local laws and regulations and is void where prohibited by law. Contest participants are referred to as “you” or “your.”

The qualifying period for the Contest begins the first day of each month and ends on the last day of each month. Winners are not official until the monthly commission processing is finalized, which is typically the end of the first week of the following month. For example, for the month of January 2023 the qualifying period is January 1st to January 31st; the winners will be finalized around February 8th-10th. Please note that this finalization is internal to the Company and may not be released to the field until a later date (typically no later than the end

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of the month following the qualifying month; in this example February 28th). The notification will go out via electronic mail as an announcement from Plexus to the field and employees of Plexus. Winners will be notified via phone by a member of the Recognition Department or email from **plexusrecognition@plexusworldwide.com**.

To be eligible to participate in this Contest, you must be a “Qualified Brand Ambassador” in “Good Standing” in accordance with Plexus Brand Ambassador Agreement and Policies and Procedures throughout the qualifying period and until the prize is awarded. “Qualified Brand Ambassador” is defined as:

- (i) Having your Plexus Annual Membership paid and current; and
- (ii) Having at least 100 in Personal Volume (PV)<sup>1</sup>, excluding Welcome Pack PV, through the monthly cycle end date.

“Good Standing” is defined to mean the following:

- (i) 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.

Your Highest Achieved Rank must be one of the following<sup>2</sup>:

- Brand Ambassador
- Senior Brand Ambassador
- Silver Brand Ambassador
- Senior Silver Brand Ambassador
- Gold Brand Ambassador
- Senior Gold Brand Ambassador
- Ruby Brand Ambassador

There are up to three Silver Star Winners each month.

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<sup>1</sup>Personal Volume (PV) is defined as the volume received from each commissionable product that you or your customers purchase.

<sup>2</sup>Diamond Re-entry accounts are not eligible to participate in Silver Stars.

The three eligible Qualified Brand Ambassadors, as defined above, with the most first time Rank Advancements (including a minimum of four Silvers) – within the first three levels of their organization – during the qualifying month will be chosen to earn the program for that qualifying month. The Brand Ambassadors must have:

- Minimum of 2+ (personally sponsored) Silver Brand Ambassadors AND
- Minimum of 2+ Silver Brand Ambassadors on levels 2-3

· In addition to the above minimum requirements, achievers will also gain credit for ANY new rank advancement (Silver – Ruby) on their first 3 levels

Level 1	Silver	Silver	Sr Silver	
Level 2	Silver	Gold		
Level 3	Silver	Silver		

· In the example above, the Ambassador has reached the min requirement of 2+ Silvers personally sponsored (Level 1). AND minimum requirement of 2+ Silvers on levels 2-3. After the minimum requirements were met, all other First-time achievers (Silver – Ruby) were also credited to the number of qualifying rank ups. In this above example, the Ambassador received credit for 7 qualifying rank ups.

Level 1	Silver	Gold (ranked Silver in previous month)		
Level 2	Silver	Silver		
Level 3	Silver	Silver	Sr Silver	Gold

· In the example above, the minimum requirements of 2+ Silvers personally sponsored (Level 1) AND minimum requirement of 2+ Silvers on levels 2-3 was not met. In the above example, the Ambassador did NOT qualify to achieve this event.

Level 1	Silver	Gold (ranked Silver and Gold in same month)		
Level 2	Silver	Silver		
Level 3	Silver	Silver	Sr Silver	Gold

· In the example above, they DID achieve

To reach the rank of Silver, you must be a Qualified Brand Ambassador and have at least three personally sponsored Qualified Brand Ambassadors that have at least 100 in commissionable product that you or your customers purchase.

You cannot be a Silver Star twice.

In the event of a tie, the Brand Ambassador with the highest number of promoted to Silver – Ruby in the qualifying month will win, followed by the newest personally sponsored Retail Customers with the most product purchases

### **Prize Details<sup>1</sup>**

The Silver Stars will earn a trip to Scottsdale, Arizona for themselves and one guest to visit the One Plexus Headquarters. This trip is typically held quarterly includes the following:

- Round-trip coach airfare from a major airport near winner's hometown to and from Phoenix Sky Harbor International Airport for the winner and their guest (Coach class; no upgrades)
- 2-night stay in a five-star Hotel (room and tax only) in a (1) Deluxe Room – Single or Double Occupancy
- Tour of One Plexus Headquarters
- Lunch with a Plexus Executive
- Dinner with a Plexus Executive
- Resort spa treatment – Classic Massage for winner and one guest
- Crystal recognition Award & Certificate

Winners will be responsible for providing a personal credit card at time of check-in to cover all incidentals as well as any additional charges made during your stay not covered by Plexus.

The following items will be charged directly to the winner and/or guest:

- Room upgrades
- Spa upgrades or purchases
- Food and beverages
- Gift shop purchases
- Excursions or resort activities not included in prize.

The approximate retail value of the Prize is 3,000 USD\*. The Winners each month must schedule and complete their trip within the next two scheduled trips following the notification date, based on corporate availability. In the event that air and/or other travel or access to One Plexus Headquarters is restricted for reasons beyond the reasonable control of Plexus may

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postpone dates for fulfillment of prize trips or substitute alternative prizes of equal or greater retail value.

No transfer, substitution, or cash equivalent for the prize is permitted. Each prize winner is responsible for all federal, state, provisional and local taxes and fees associated with prize receipt and/or use. The participation of any individual in this Contest is solely at his/her own risk and responsibility. By participating, you agree that Plexus may, in its discretion, change these rules or any aspect of the Silver Stars Program. If any change to these rules is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. Participant's continued participation after Plexus changes these rules constitutes Participant's acceptance of the changes. If a Participant does not agree to any changes, the Participant must cancel participation in the Program.

### **Official Notification**

Winners will be notified via phone and email at the phone number and email address listed on the file with the Company. Winners must register themselves and their guest on the C-Vent link that is sent to them in the notification email. All travel arrangements are made at the discretion of the Plexus Events Team. The winner's guest must be 18 or over.

Once airline tickets have been purchased for a guest no transfers or name changes will be approved. The qualifier may bring a new guest, but the qualifier will be responsible for purchasing airfare. Plexus will not be responsible for any additional travel costs incurred because of this change. Once the airline tickets have been purchased there will be no credit or re-issuance of airfare for future trips or dates. Cancellation fees may apply to canceled reservations. Each traveler is responsible for flight check-in as well as arrival and departure tracking of flights. Plexus will not be responsible for providing flight change notifications.

We have no special knowledge regarding foreign entry requirements, unsafe conditions, health hazards, weather hazards, supplier bankruptcies, or the suitability for a disabled person of any type of travel. For foreign entry requirements for U.S. citizens and State Department travel advisories, go to <http://travel.state.gov>. If you are not a U.S. Citizen, go to your country's website to find out the requirements for entry into your destination country.

US Citizens can check for foreign health requirements and dangers, by going to <http://www.cdc.gov>. Citizens of other countries should seek information in your own country. You assume full and complete responsibility for checking and verifying any and all passport,

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visa, vaccination, or other entry requirements of your destination(s) and your connecting points, and all conditions regarding health, safety, security, political stability, and labor or civil unrest at such destination(s). You hereby release us from any claims resulting in whole or in part from any problem covered in this paragraph and any other causes not within our control, and to submit all other claims against us within 30 days after the return of your trip.

### **Corporate Headquarters Tour**

Closed-toed shoes must be worn on the warehouse tour. No cell phones are permitted around desks in the One Plexus Headquarters or in the warehouse.

Brand Ambassadors will have photos and videos taken of them while participating in the trip and related events for marketing and testimonials purposes and will be asked to sign a photo and video release for the use of images.

### **Agreements / Responsibilities**

By participating in this Contest, Participants agree to be bound by these Official Rules and the decisions of the Company, which shall be final and binding in all respects.

You expressly agree and consent to the Company's use of your name, likenesses, testimonials, gender, location, and all other information provided to the Company, for any and all purposes, including, but not limited to, advertising, trade, and/or promotion on behalf of the Company, without further limitation, restriction or compensation, unless prohibited by law. This includes permission for the Company to publish all aspects of your participation in this Contest, including in any and all media worldwide, known or unknown, without limitation or additional compensation to you, and to use the submitted information, including for purposes of marketing and promotion, subject to the Company's privacy policies and to the extent permitted by law.

By participating in this Contest, Participants agree to release, hold harmless, and agree to not institute any claim (including a class action claim) against the Company, and all co-sponsors of the Contest and each of their respective parent companies, affiliates, subsidiaries, and their respective officers, directors, employees, agents, and representatives (collectively "Released Parties") from any and all liability whatsoever for any injuries, losses or damages of any kind from or in connection with, either directly or indirectly, (i) the awarding, acceptance, receipt, possession, use and/or misuse, of any prize awarded herein; and/or (ii) by participation in the

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Contest. To extent permitted by law, in no event will Plexus, its affiliates, subsidiaries and related companies, its advertising and promotional agencies, or its directors, officers, members, partners, employees, attorneys, agents and representatives, be responsible or liable for any damages or losses of any kind, whether in contract, tort or otherwise and including indirect, incidental, consequential, special or exemplary damages (even if such damages are foreseeable, and whether or not the indemnified party has been advised of the possibility of such damages) arising from this Contest. Some jurisdictions may not allow limitations or exclusions of liability, incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you.

If the Contest is not capable of running as planned due to tampering, unauthorized intervention, fraud, technical limitations or failures, any force, major event or any other cause which, in the sole opinion of the Company, could corrupt, compromise, undermine or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Contest, the Company reserves the right, in its sole and absolute discretion, to modify these official Rules to change or substitute prizes in whole or in part and/or to cancel, terminate, modify or suspend all or any part of the Contest, and to select a winner from among all eligible Participants. In addition, the Company has the right to take all steps necessary to prevent and/or alleviate potential or actual gaming of the contest, including, but not limited to, suspending or terminating Participants found guilty of such activities, and disqualifying them from participating in the Contest.

In addition, the performance of this contest is subject to cancellation without liability to the Company for any reason, including but not limited to the occurrence of any unforeseen circumstances beyond the control of the Company which would make hosting the Contest illegal, impossible, against any federal, state, local or municipal advisory or commercially impracticable.

For a copy of Official Rules, send a self-addressed, stamped envelope to the address below for your country of residence:

Plexus Worldwide, LLC, Attn: Silver Stars Contest, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, USA.

Plexus Canada Limited Partnership, 260 Centrum Blvd., Suite 201, Orleans, ON, Canada, K1E 3P4.

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These Rules can also be accessed online at:

<https://recognition.plexusworldwide.com/rewards/incentive-trips/silver-stars>.

For US residents:

You have previously consented to Plexus sending you commercial electronic messages. Your personal information will be retained by the Company in the United States, and you understand that the United States governments, courts or law enforcement or regulatory agencies will be able to obtain disclosure of your personal information through the laws of the United States. To opt-out of receiving such communications from Plexus, you must notify Plexus at [privacy@plexusworldwide.com](mailto:privacy@plexusworldwide.com).

The Company reserves the right, in its sole discretion, to temporarily or permanently terminate, close, suspend, reinstate, modify or amend, in whole or in part, the Contest at any time with or without prior notice for any reason whatsoever. The decision of the Company in all matters under its control is final and binding, and no correspondence will be entered into regarding same.

All issues and questions regarding the construction, validity, interpretation, and enforceability of these Rules, or the rights and obligations of Participants and Company in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of Arizona without regard to conflicts of laws principles. The Participant agrees that all disputes in connection with this Contest shall be resolved individually, without resort to any form of class action, and exclusively before a court of competent jurisdiction located in Phoenix, Arizona, and Participant hereby agrees to personal jurisdiction of that court.

For residents of Canada:

Privacy. During this Contest you may be sharing personal information with the Company.

Personal information collected by the Company will be used for administering the Contest and for awarding Offers. In addition, you agree to the Company using your personal information as described in the Privacy Policy found at the following website:

<https://www.plexusworldwide.ca/privacy-policy>. Please refer to the said Privacy Policy for important information regarding the collection, use and disclosure of personal information by the Company. The Company is not responsible for disclosures made by any third party. You may subsequently opt-out of receiving further emails as set forth in the Privacy Policy. PARTICIPANTS

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IN THIS CONTEST ACKNOWLEDGE AND AGREE THAT THEY HAVE READ AND CONSENT TO THE COMPANYS' PRIVACY POLICY AND TERMS OF SERVICE.

This Contest is subject to all applicable federal, provincial, territorial and municipal laws of Canada and is void outside Canada or where prohibited by law.

Any and all disputes, claims and causes of action arising out of or connected with the Contest or any Offers to be awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the courts in York County, Ontario Canada; and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Contest but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or your rights and obligations and those of the Company and their agents in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ontario, Canada, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Ontario, Canada.

If any provision of these Rules or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of these Rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of these Rules shall be valid and enforced to the fullest extent permitted by law and be independent of every other provision of these Rules.

Plexus makes no guarantees on income. Personal earnings will vary. Your success depends on your effort, commitment, skill and leadership abilities. In 2018, a typical Canadian participant in the plan earned up to 500.00 CAD or less. Please see the Plexus Annual Income Disclosure Statement. WITH Plexus makes no guarantees on income. Personal earnings will vary. Your success depends on your effort, commitment, skill and leadership abilities. In 2020, the average annual earnings of all Brand Ambassadors were 597 USD. Please see the Plexus Annual Income Disclosure Statement.

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