

## **PLEXUS Charitable Fundraising Auction Promotion – Sponsored Plexus Wellness Bar Experience**

### **TERMS AND CONDITIONS**

**IMPORTANT NOTICE : This Promotion is open only to eligible individuals who are physically present at the 2026 Plexus Elevate Convention in Columbus, Ohio during the live donation period designated by Plexus Worldwide, LLC. Eligibility requirements are further detailed in Section 4 below. If these Terms and Conditions are accessed from a jurisdiction in which the Promotion is not available, they are provided for informational purposes only and do not constitute an offer or invitation to participate.**

#### **1. Sponsor**

The sponsor of this charitable fundraising donation promotion (the “Promotion”) is Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258 (“Sponsor”).

#### **2. Charitable Beneficiary**

Donations made during the Promotion are direct charitable donations from the donor to Mid-Ohio Food Collective (the “Charitable Organization”). No donation proceeds flow to or through Sponsor, and Sponsor shall not collect, receive, or transmit any donation on behalf of the donor.

All donations made in connection with the Promotion are direct donations to be made by you, the donor, to the Charitable Organization. Sponsor is independently sponsoring and administratively supporting the Plexus Wellness Bar Experience described herein, including operational, staffing, logistical, transportation, fuel, branding, promotional, and related costs associated with fulfillment of the experience.

The Charitable Organization, and not Sponsor, shall be solely responsible for issuance of any charitable donation receipt, if applicable.

#### **3. Promotion Structure**

This Promotion is a live charitable donation event. The qualified, participating individual who makes the highest qualifying direct donation to the Charitable Organization as a result of and during the live donation period designated by Sponsor at the 2026 Plexus Elevate Convention in Columbus, Ohio (the “Winner”) shall receive the sponsored PLEXUS-branded Plexus Wellness Bar Experience (described herein). The live donation period shall be on or about June 13, 2026, at the 2026 Plexus Elevate Convention in Columbus, Ohio, at the time designated by Sponsor and at Sponsor’s discretion.

This Promotion is not a sweepstakes, lottery, raffle, or game of chance. The winner is determined solely by highest qualifying donation during the live donation period designated by Sponsor.

The Winner must complete and confirm the winning donation directly to the Charitable Organization within seventy-two (72) hours following the close of the live donation period (the "Donation Deadline"). If the Winner fails to complete the donation by the Donation Deadline, the Winner shall forfeit all rights to the Experience, and Sponsor may, in its sole discretion, cancel the Experience in its entirety without obligation to offer the Experience to any other participant or to provide any substitute or compensation of any kind. Sponsor may, in its sole discretion, grant a reasonable extension of the Donation Deadline upon written request by the Winner. For the avoidance of doubt, no rights to the Experience shall vest until the Charitable Organization has confirmed receipt of the winning donation in full.

Sponsor reserves the right to reject donations, disqualify participants, modify Promotion procedures, or cancel the Promotion where necessary for operational, legal, safety, or compliance reasons.

#### **4. Eligibility**

Participants must:

- be physically present at the Promotion event during the live donation period designated by Sponsor;
- be at least twenty-one (21) years of age;
- comply with all applicable laws and regulations;
- execute all required documentation prior to redemption of the Experience, including but not limited to a separate participation agreement, liability waiver and release, and indemnification agreement in forms provided by Sponsor. Failure to execute such documentation within a reasonable time after being provided such by Sponsor may constitute forfeiture of the Experience.

Sponsor reserves the right to deny eligibility to any participant at its sole discretion.

#### **5. Prize Description**

The prize consists of a PLEXUS-sponsored branded mobile trailer/bar (the "Plexus Wellness Bar") experience operated and controlled by Sponsor (the "Experience"), as further described in these Terms and Conditions.

Sponsor shall retain sole ownership, possession, custody, and operational control of the Plexus Wellness Bar at all times.

In the event that the Plexus Wellness Bar is unavailable, inoperable, or cannot reasonably be transported to the Host Event location due to mechanical failure, damage, distance, logistics, regulatory restrictions, or any other reason determined by Sponsor, including where the Winner resides outside of the continental United States and wishes for the Experience to take place in the country they reside, Sponsor may, in its sole discretion, provide a like, similar, or equivalent mobile bar unit or alternative experiential event of equal value in substitution. Any such substitute shall be deemed to satisfy Sponsor's obligations under these Terms and Conditions in full, and the winning donor shall have no

claim for any difference in value, appearance, or specifications between the Plexus Wellness Bar and the substitute provided.

The Experience may be redeemed beginning August 1, 2026. Winner shall have twelve (12) months from such date to request and schedule the Experience with Sponsor.

Winner shall serve as the “host” of the event at which the Experience takes place ("Host Event") and may propose a requested destination and event location; however, all scheduling, duration, routing, fulfillment, operational logistics, and final approval decisions remain solely within Sponsor’s discretion. Winner, as host, shall be responsible for all Host Event obligations, including compliance with venue requirements, local permitting, and coordination with event attendees. Sponsor shall underwrite the Experience by paying vendors and service providers directly; under no circumstances shall Sponsor make any payment to Winner.

Sponsor reserves the right to:

- approve or deny requested locations;
- modify routing and logistics;
- impose operational restrictions;
- reschedule dates;
- deny destinations presenting safety, regulatory, insurance, customs, operational, reputational, or legal concerns.

Blackout dates apply, including major holidays and other dates designated by Sponsor.

The amount, scope, and nature of expenditures incurred by Sponsor in connection with the Experience shall be determined by Sponsor in its sole and absolute discretion.

## **6. Geographic Restrictions**

The Experience is intended for destinations located within the continental United States.

If Winner resides outside of the continental United States or in Canada, Mexico, or Australia and requests the Experience to be held outside of the continental United States (i.e., Hawaii or Alaska) or Canada or Mexico, fulfillment shall be contingent upon Sponsor approval and subject to:

- customs and import requirements;
- insurance availability;
- operational feasibility;
- local permitting requirements;
- border restrictions;
- applicable laws and regulations.

The Plexus Wellness Bar is based within the continental United States. Whether a like, similar, or equivalent vehicle or experiential activation is made available for destinations outside the continental United States shall be at Sponsor's sole discretion. No guarantee is made that the Plexus Wellness Bar, or any substitute, will be available for use in any jurisdiction outside the continental United States. If the Winner resides outside of the continental United States, Sponsor may, in its sole discretion, provide an alternative experience of equal value in lieu of the Plexus Wellness Bar Experience.

Sponsor reserves the right to prohibit or terminate cross-border fulfillment at any time.

### **7. Plexus Wellness Bar Operations**

Sponsor, Sponsor staff, and/or Sponsor-designated representatives shall exclusively operate, transport, and manage the Plexus Wellness Bar during the Experience.

Sponsor personnel or authorized representatives shall remain present throughout the Experience.

Sponsor shall be responsible for:

- Plexus Wellness Bar transportation;
- fuel costs;
- mileage costs;
- standard operational costs;
- customs and import fees, if applicable and approved by Sponsor.

Winner shall have no ownership rights in the Plexus Wellness Bar.

Under no circumstances may Winner or any unauthorized third party operate the Plexus Wellness Bar unless expressly authorized in writing by Sponsor.

If Sponsor authorizes any non-Sponsor individual to operate the Plexus Wellness Bar, such operation shall remain subject to:

- valid licensing requirements;
- applicable insurance requirements;
- operational approvals;
- cross-border legal compliance;
- additional waivers and indemnification obligations.

Sponsor makes no representation regarding:

- cross-border driver licensing validity;
- foreign vehicle operation laws;
- customs admissibility;
- insurance sufficiency outside the United States;
- local, state, provincial, or foreign food safety, health department, or mobile vending permit requirements;

- the availability, suitability, or safety of any venue or event location proposed by Winner;
- the tax treatment, deductibility, or tax consequences of any donation or of acceptance or use of the Experience;
- compliance with any local, state, provincial, or foreign promotional contest, advertising, or consumer protection laws applicable to Winner or the Host Event;
- the fitness, mechanical condition, or operational readiness of the Plexus Wellness Bar or any substitute unit at the time of the Experience.

## **8. Product Sampling & Promotional Activities**

The primary purpose of the Experience is to promote Sponsor's brand and may include product sampling activities relating to Sponsor's designated products, at Sponsor's discretion.

Sampling activities are subject to:

- applicable food safety laws;
- health department regulations;
- food handling requirements;
- mobile vending laws;
- permitting requirements;
- local, state, provincial, and national regulations.

Sponsor reserves sole discretion regarding:

- where sampling may occur;
- what products may be distributed;
- operational procedures;
- staffing requirements;
- permitting compliance.

Sponsor reserves the right to modify, limit, or cancel sampling activities where required for legal, regulatory, or safety reasons.

## **9. No Retail Value Representation**

The Experience is promotional and experiential in nature. Sponsor makes no representation regarding any fixed, approximate, or estimated retail value.

The amount, scope, and nature of expenditures incurred by Sponsor in connection with the Experience shall be determined by Sponsor in its sole and absolute discretion.

No cash alternative or substitution shall be provided except at Sponsor's sole discretion.

## **10. Insurance Requirements**

Sponsor shall maintain insurance coverage deemed appropriate by Sponsor for operation of the Plexus Wellness Bar, which may include commercial automobile liability coverage and general liability coverage.

Sponsor may add Winner as an additional insured under applicable Sponsor policies where permitted.

Winner shall, at Winner's sole cost and expense, and in Winner's capacity as host of the Host Event:

- obtain and maintain commercial general liability insurance for the Host Event, with minimum coverage limits specified by Sponsor, and any other insurance required by Sponsor, the venue, or applicable law;
- provide proof of insurance acceptable to Sponsor;
- name Sponsor as an additional insured under Winner's applicable policies.

Sponsor reserves the right to impose additional insurance requirements depending on:

- location;
- attendance;
- jurisdiction;
- nature of event activities;
- cross-border operations.

#### **11. Liability, Assumption of Risk & Damages**

Winner acknowledges that the Experience involves inherent risks, including but not limited to:

- vehicle operation risks;
- travel risks;
- crowd-related risks;
- food and beverage service risks;
- property damage risks;
- personal injury risks;
- cross-border operational risks.

Winner assumes all risks associated with participation in the Experience.

Winner shall be solely responsible for:

- damages to the Plexus Wellness Bar;
- property damage;
- personal injury claims arising from Winner's conduct;
- acts or omissions of Winner's guests, invitees, vendors, contractors, or attendees;
- unauthorized activities occurring during the Experience.

Winner agrees to indemnify, defend, and hold harmless Sponsor, the Charitable Organization, and their affiliates, officers, directors, employees, representatives, and

agents from and against any claims, liabilities, losses, damages, costs, or expenses arising from:

- Winner's conduct;
- misuse of the Experience;
- event activities;
- violations of law;
- negligence or misconduct.

## **12. Taxes**

Sponsor shall be responsible for:

- customs duties;
- import/export fees;
- tolls;
- permits;
- venue costs;
- staffing costs, including lodging for Sponsor's employees and/or representatives;
- or local event fees.

Winner shall be solely responsible for:

- all federal, state, local, provincial, territorial, and foreign taxes arising from or relating to the Experience, including any income tax obligations associated with acceptance or use of the Experience.

No representation is made regarding:

- the tax treatment, deductibility, or tax consequences of any donation or of acceptance or use of the Experience
- or foreign tax consequences.

Any charitable tax receipt shall be issued, if at all, solely by the Charitable Organization. Participants residing outside of the United States acknowledge that the Charitable Organization may not be recognized as a qualified or authorized charitable entity (or equivalent status) under the laws of their jurisdiction of residence, and that donations made to the Charitable Organization may not be deductible for income tax or other tax purposes in such jurisdiction. Each participant is solely responsible for determining the tax treatment and deductibility of any donation under the laws of their jurisdiction of residence.

## **13. International Participation & Consumer Laws**

This Promotion is conducted in the United States and governed by Arizona law. For participants residing outside of the United States: this Promotion is conducted exclusively in the United States, the winning determination occurs in the United States, and the Experience is fulfilled within the United States. No aspect of this Promotion is directed at or conducted within any foreign jurisdiction.

Participants are solely responsible for compliance with laws applicable in their jurisdiction.

#### **14. Arbitration & Governing Law**

These Terms and Conditions shall be governed by and construed under the laws of the State of Arizona, without regard to conflict of law principles. Any dispute arising out of or relating to the Promotion or Experience shall be resolved exclusively through binding arbitration in Arizona administered pursuant to applicable arbitration rules selected by Sponsor.

Participants waive any right to:

- jury trial;
- class action participation;
- consolidated proceedings.

If any provision of these Terms and Conditions is deemed unenforceable, the remaining provisions shall remain in full force and effect.

#### **15. Sponsor Discretion**

Sponsor reserves the absolute right, in its sole discretion, to:

- interpret these Terms and Conditions;
- modify scheduling and logistics;
- deny redemption requests;
- substitute operational components;
- limit destinations;
- cancel portions of the Experience;
- terminate the Experience for safety, legal, reputational, insurance, operational, or regulatory reasons.

Sponsor's decisions shall be final and binding.

#### **16. Force Majeure**

Sponsor shall not be liable for any failure, delay, or inability to fulfill the Experience, in whole or in part, caused by or resulting from events beyond Sponsor's reasonable control, including but not limited to: acts of God; natural disasters; pandemics or public health emergencies; government orders, restrictions, or regulations; war, terrorism, or civil unrest; labor disputes or shortages; supply chain disruptions; border closures or travel restrictions; power or telecommunications failures; or any other event of similar nature or effect. In the event of a force majeure occurrence, Sponsor may, in its sole discretion, reschedule, modify, or cancel the Experience without liability or obligation to provide a substitute or compensation of any kind. Sponsor shall use commercially reasonable efforts to notify Winner of any such delay or cancellation.

#### **17. Acceptance of Terms**

Participation in the Promotion constitutes full and unconditional agreement to these Terms and Conditions.