



**Official Rules**  
**Plexus® Get Active Social Media Challenge**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.**

**Sponsor**

The Plexus Get Active Challenge (“Challenge”) is sponsored by Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258 (the “Company” or “Plexus”). The Challenge is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc and agree to release Facebook from any liability relating to this Challenge. You understand that you are providing your information to the Company and not to Facebook.

**Eligibility Requirements**

The Challenge is open to Ambassadors, Preferred Customers, Retail Customers in the United States who are the age of majority as of the Challenge start date (the “Participant”) and meet the following criteria:

- (i) Participants who are Plexus Ambassadors and Preferred Customers must be in good standing with the Company. For purposes of this Challenge, good standing shall mean the Plexus Ambassadors and Preferred Customers:
  - a. Must agree to the terms of the Ambassador Terms and Conditions and Plexus’ Policies and Procedures;
  - b. Plexus Ambassadors must not be in violation of the Company’s Ambassador Agreement and Policies and Procedures; and
  - c. Plexus Preferred Customers must have their Plexus account in an active status.

Employees of 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 Challenge is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Challenge participants are referred to as “you” or “your.”

**Challenge Period**

Challenge begins at 5:00 p.m. PT on June 18, 2019 and ends at 11:59 p.m. PT on July 31, 2019 (the “Challenge Period”).

**How to Enter**

- A. Record a video or snap a photo with Plexus Active showing us how you get Active.
- B. Post the video or photo to your own social media using the hashtag #PlexusGetActive and tag Plexus Worldwide.



- C. You must ensure all posts are publicly available to qualify. All posts (i) must be the original and sole creation of the submitting entrant, and all right, title and interest including, but not limited to, the copyright in any Entry, must be owned solely by the submitting Participant; (ii) may have not been submitted in any other competition, (iii) may not have been published; (iv) may not infringe upon any third party's rights, including but not limited to, copyright, patent or trademark, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray or depict any person, product or entity in a false light; (v) may not violate any law, rule or regulation; (vi) may not contain any virus, bugs, or other deleterious material; and (vii) may not contain inappropriate content, for example but not limited to, profanity, defamatory statements, words or symbols widely considered offensive to individuals of any certain race, ethnicity, religious, sexual orientation or socioeconomic groups, threats to any person, place, business, or group. Each entrant warrants and represents that his/her Entry complies with all of those conditions. Any non-complying Entry will subject the entrant to disqualification in Company's sole discretion.

### **Winner Selection and Notification**

Ten finalists will be selected by the Plexus Social Media Team to be in the running for the general public to vote for three Grand Prize Winners. Voting period will begin at 8:00 a.m. PT on August 5, 2019 and ends at 11:59 PT on August 12, 2019 (the "Voting Period"). To place a vote, the public will visit the given landing page through Woobox. Participants with the most votes at the end of the Challenge Voting Period will win! In the event of a tie, the Company shall select a panel of unbiased executives to judge the tied entries. That same panel will then select the winning video or photo. The winners will be announced and notified by a member of the Plexus Social Media team via direct (private) message on Friday, August 16, 2019 via social media.

***Please note: All decisions made by the panel are final and binding.***

The winners must contact the Company by Wednesday, October 16, 2019 to claim their prize(s). If the winner cannot be contacted or does not claim their prize for any reason within the designated timeframe, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion or not to award that winner's prize, in its sole discretion. In the event: (a) a potential winner declines the prize in writing, (b) the required verification documents are not returned within the time period stated in the prize notification, (c) prize or prize notification is returned as undeliverable, (d) the Company is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited. "Authorized Account Holder" is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute as to any e-mail entry submitted, e-mail entries submitted will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. Proof of being the authorized account holder may be required.

### **Prizes**



Three Grand Prize winners will receive a one-year supply (12 bags) of the Plexus Active product and a Plexus-branded beach cruiser bicycle. Approximate retail value of the Grand Prize is: \$630.00

Seven runner-up winners will receive one bag of the Plexus Active product. Approximate retail value of the prize is \$35.95.

Prizes will be shipped to the winners at the address provided when contacted directly by Company on or before December 31, 2019. One-year supply (12 bags) of Active will be included in this single prize delivery.

### **Additional Challenge Rules**

Each of the potential winners may, if Company requests, be required to sign and return to the Company, an Affidavit of Eligibility, Liability and Publicity Release (and any other documentation required by the Company in its sole discretion) in order to claim his/her prize. 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 challenge is solely at his/her own risk and responsibility. By participating, you agree that RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO YOU.

Odds of winning depend on the total number of eligible entries received by the submission deadline

By submitting an entry, the Participants expressly agree and consent to the Company's use of the Participant's name, photos or other likenesses, testimonials, location, and all other information provided to Plexus, for any and all purposes, including, but not limited to advertising, trade and/or promotion on behalf of Plexus, without further limitation, restriction or compensation, unless prohibited by law. This includes permission for Plexus to publish all aspects of the Participant's submissions and participation in any and all media worldwide, known or unknown, without limitation or additional compensation to the Participant, 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. Participants agree to voluntarily transfer to Plexus all right, title and interest, including copyright to any submitted materials, including videos/photos submitted to or taken by Plexus, and hereby waive any and all privacy rights in and to their identifying information as may be provided under health privacy acts or ordinances and any other local, state or federal laws, unless otherwise applicable.

By participating in this Challenge, Participants agree to release, hold harmless, and agree to not institute any claim (including a class action claim) against the Company, Facebook, Inc. and all co-sponsors of the Challenge 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) participation in the Challenge. IN NO EVENT WILL PLEXUS, ITS AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, ITS ADVERTISING AND PROMOTIONAL AGENCIES, OR ITS DIRECTORS, OFFICERS, 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 CHALLENGE. BY PARTICIPATING THE PARTICIPANT AGREES THAT THESE RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO THE PARTICIPANT.

All issues and questions regarding the construction, validity, interpretation, and enforceability of these Challenge rules, or the rights and obligations of Participants and Company in connection with the Challenge, 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 Challenge shall be resolved exclusively before a court of competent jurisdiction located in Phoenix, Arizona, and Participant hereby agrees to personal jurisdiction of that court. Except where prohibited, by participating in this Challenge, each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant 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. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Plexus on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to your or any other person's computer related to or resulting from participating in this Challenge. By participating in this Challenge, you (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Plexus, which are final and binding in all matters relating to this Challenge. Failure to comply with these Official Rules may result in disqualification from this Challenge.

By entering this Challenge, you agree to receive commercial electronic messages from the Company. If you want to opt-out of receiving such communications from Plexus, make your request to [privacy@plexusworldwide.com](mailto:privacy@plexusworldwide.com).

### **Winner List**

For a list of winners or a copy of Official Rules, send a self-addressed, stamped envelope for receipt by December 31, 2019 to: Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, USA, Attn: Plexus Get Active Challenge, Winners List.