

# 2020 CONSISTENCY CLUB PROGRAM

## AUSTRALIA OFFICIAL RULES



The Consistency Club Program (“**Program**”) was designed to promote overall business balance between selling and enrolling new Customers and new Ambassadors. By focusing on both selling and enrolling consistently you will build a strong foundation and a lasting business.

### Eligibility

#### Who can enter?

The Program is open to all Ambassadors (new or existing) residing in Australia. Employees of Plexus Worldwide, LLC (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 Program is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Program participants are referred to as “**you**” or “**your**.”

#### Timeframe and good standing

The Program period begins on 1 January 2020 at 12:00 am American EST through to 31 December 2020 at 11:59 pm American EST (the “**Contest Period**”). The Contest Period will be split into four contest quarters:

- Quarter 1 (1 January 2020 through to 31 March 2020);
- Quarter 2 (1 April 2020 through to 30 June 2020);
- Quarter 3 (1 July 2020 through to 30 September 2020); and
- Quarter 4 (1 October 2020 through to 31 December 2020)

(collectively referred to as the “**Contest Quarters**”).

To be eligible for this Program, Ambassadors must be in “Good Standing” in accordance with Plexus’ Ambassador Agreement and Policies and Procedures throughout the Contest Period. “**Good Standing**” shall be defined to mean the following:

- i) You have acknowledged and agreed to the Ambassador Agreement (and any addendums thereto) and the Company’s Policies and Procedures (“[Plexus Policies and Procedures](#)”) available; and
- ii) You are not in violation of the Company’s Terms and Conditions and Policies and Procedures.

Random audits to check that Ambassadors are in Good Standing may be conducted at any time and at the discretion of Plexus.

#### Program eligibility and prize determination

Eligibility for the Program is based on Ambassadors maintaining their Qualified Paid Rank (ie. Silver, Gold, Senior Gold, Ruby or Senior Ruby) throughout each Contest Quarter. Maintenance of a Qualified Paid Rank will be assessed at the end of each Contest Quarter and Contest Quarter prizes will be awarded based on the Qualified Paid Rank maintained for that Contest Quarter. Ambassadors who maintain their Qualified Paid Rank consistently throughout the whole Contest Period will be eligible to earn an Annual Prize for their Qualified Paid Rank level, awarded at the conclusion of the Contest Period and provided in lieu of any earned Quarter 4 prize.

The “Qualified Paid Rank” of a particular Ambassador at the start of any Contest Quarter will be determined as follows:

- If you are an existing Ambassador prior to 1 January 2020 (“**Existing Ambassadors**”) either:
  - your Paid Rank from December 2019; or
  - your last Commission Qualified Paid Rank in 2019 if not Commission Qualified in December 2019.
- If you became an Ambassador after 1 January 2020 (“**New Ambassadors**”)
  - your last Commission Qualified Paid Rank in 2020.

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New Ambassadors will therefore be eligible for Program prizes at the next full Contest Quarter following their enrollment, so that they may have the opportunity to maintain their Qualified Paid Rank for a full Contest Quarter.

At any time throughout the Contest Period, if an Ambassador's Qualified Paid Rank advances (ie. Senior Gold to Ruby), the Ambassador must maintain their new Paid Rank for the relevant Contest Quarter and the rest of the Contest Period to be eligible for that Contest Quarter's prizes and the Annual prizes.

Re-entry accounts and upgrades will also be eligible for this Program, however only Ambassadors that are more than 6 months beyond their conversion date from Ambassador to Customer will be eligible for the Program.

Based on an Ambassador's starting Qualified Paid Rank, they need to meet the following requirements to earn prizes for their respective Qualified Paid Rank level ("**Club Level**"):

### Qualification for Club Silver, Club Gold/Senior Gold, Club Ruby/Senior Ruby

In order to qualify for Club Silver, Gold/Senior Gold, Ruby/Senior Ruby prizes, an Ambassador must maintain their Qualified Paid Rank or rank up to those ranks throughout the Quarter, without dropping below any newly achieved ranks in each Quarter. Ambassadors qualify for this Program only by maintaining and/or moving up in Rank, but never dropping below their Paid as Rank or newly achieved Rank at the end of each quarter, will indicate which Club Level prize the Ambassador is qualified for. Please refer to the Plexus Compensation Plan for further details. [[AUS Comp Plan](#)]

This Program is a game of skill. Chance plays no part in determining the prize winners. All Ambassador efforts will be judged individually on their merits based on whether the relevant Qualified Paid Rank is successfully maintained during a Contest Quarter and overall throughout the Contest Period.

Program Period Prizes for the Consistency CLUB SILVER, CLUB GOLD/SENIOR GOLD, and CLUB RUBY/SENIOR RUBY Program:

### **Consistency Club 2020 Program Quarterly Prize Choices:**

- CLUB SILVER -- Choice of:
  - Double Plexus Perks Credits (Retail Value 10.00 USD)
  - Plexus Branded Hat (Retail Value 20.00 USD)
- CLUB GOLD/SENIOR GOLD -- Choice of:
  - Yeti Rambler Tumbler, 30 oz. (Retail Value 34.99 USD)
  - Bluetooth Body Fat Digital Bathroom Wireless Weight Scale (Retail Value 28.00 USD)
  - Mini Backpack (Retail Value 32.80 USD)
  - Coffee Mug Warmer (Retail Value 39.99 USD)
  - FlipBelt Level Terrain Classic Edition (Retail Value 29.99 USD)
  - Tri-Fold Lighted Vanity Makeup Mirror (Retail Value 22.98 USD)
  - Cam Pan 1080p Pan/Tilt/Zoom Wi-Fi Indoor Smart Home Camera with Night Vision (Retail Value 37.98 USD)
  - Hot Mist Moisturizing Facial Steamer Portable Home Sauna (Retail Value 29.00 USD)
- CLUB RUBY/SENIOR RUBY -- Choice of:
  - Fire 7 Tablet (Retail Value 49.99 USD)
  - Keurig K-Mini Coffee Maker, Single Serve K-Cup Pod Coffee Brewer (Retail Value 68.50 USD)
  - NutriBullet (Retail Value 57.20 USD)
  - Kodak PRINTOMATIC Digital Instant Print Camera (Retail Value 79.99 USD)
  - Robot Vacuum Cleaner with Slim Design (Retail Value 59.99 USD)
  - Amazon Echo Dot, 3rd Generation Smart Speaker with Alexa (Retail Value 48.00 USD)

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- Power Disk Wireless Charging Pad (Retail Value 47.75 USD)
- Smart Insulated Travel Tumblers (Retail Value 38.96 USD)

### Consistency Club 2020 Program Annual Prize Choices:

- CLUB SILVER -- Choice of:
  - Self-Cleaning Water Bottle and Water Purification System (Retail Value 95.00 USD)
  - Choice of 100 USD Amazon Gift Card, LuLuLemon Gift Card, or Visa Gift Card (Retail Value 100.00 USD)
- CLUB GOLD/SENIOR GOLD -- Choice of:
  - Fitbit Charge 2 Heart Rate + Fitness Wristband (Retail Value 150.00 USD)
  - Apple TV, 4K (Retail Value 178.00 USD)
  - Choice of 200 USD Amazon Gift Card, LuLuLemon Gift Card, or Visa Gift Card (Retail Value 200.00 USD)
- CLUB RUBY/SENIOR RUBY -- Choice of:
  - Yeti Tundra 35 Cooler (Retail Value 246.00 USD)
  - Tory Burch Convertible Crossbody Tote (Retail Value 298.00 USD)
  - Choice of 300 USD Amazon Gift Card, LuLuLemon Gift Card, or Visa Gift Card (Retail Value 300.00 USD)

\*Qualifying Ambassadors who maintain their Qualified Paid Rank consistently throughout the whole Contest Period and are therefore eligible for an Annual Prize at their relevant Club Level, will be awarded the Annual Prize in lieu of any earned Quarter 4 prize.

If any prize or any element of a prize becomes unavailable or is otherwise unable to be provided, Plexus may substitute a prize or element of a prize of equal or greater value at Plexus' sole discretion. Qualifying Ambassadors will not be entitled to any additional compensation in the event that the prize or element of a prize has been substituted at equal or greater value

Each prize recipient is responsible for all federal, state and local taxes and fees associated with prize receipt and/or use.

### **Notifying prize winners**

Qualifying Ambassadors for Club Silver, Club Gold / Senior Gold and Club Ruby / Senior Ruby for each Contest Quarter will be notified of their qualification achievement via email. After each of the Contest Quarters each Qualifying Ambassador will receive a congratulatory email with a link to the prize earned during the relevant Contest Quarter or Contest Period. Qualifying Ambassadors will be able to choose the prize based on the Club Level they achieved during that Contest Quarter or overall Contest Period. Qualifying Ambassadors must provide their name and mailing address within the allotted timeframe in the email notification. In the event of product returns and/or chargebacks after the Ambassadors are recognized as Qualifying Ambassadors, Plexus reserves the right to review and adjust the awarded prizes. In addition, you further affirm and represent that you have not committed any fraud, deception or manipulation by participating in this Program or in claiming any prize.

### **Limitation of Liability**

By participating in this Program, you agree, to the maximum extent permitted by law, to release Plexus and its subsidiary and affiliated entities and their respective Ambassadors, partners, members, employees, officers, directors, agents, and all others associated with the development and execution of this Program (collectively "**Released Parties**"), from any and against any and all injury, loss or damage caused or claimed to be caused by your participation in this Program, except where such liability is caused by the gross negligence, fraud or wilful misconduct of the Released Parties. You also agree that the Released Parties are to the maximum extent permitted by law, not responsible for any warranty, representation, or guarantee, express or implied, in fact or in law, relating to the Program.

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Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Australian *Competition and Consumer Act 2010* (Cth).

Program eligibility 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, postage due or illegible entries; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of eligibility materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive eligibility 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 Program.

### **Miscellaneous**

The participation of any individual in this Program is solely at his/her own risk and responsibility. By participating in this Program, 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 Program. Failure to comply with these Official Rules may result in disqualification from the Program. By participating, you agree that these Official Rules are subject to change before the start of each Contest Quarter on 30 days prior notice to you.

By entering, you further agree that (i) any and all disputes, claims, and causes of action arising out of or in connection with this Program shall be resolved in accordance with the governing law, arbitration and injunctive relief policy in the Plexus Policies and Procedures.

All credit card payments for Ambassadors and customers must be in their own name and not that of the sponsor or upline. Any returns, refunds and declined eCheck payments will not count towards an Ambassador achieving the maintenance of their Qualified Paid Rank for a particular Contest Quarter or Contest Period.

Plexus makes no guarantees on income. Your success depends on your effort, commitment, skill and leadership abilities. Please see the Plexus Annual Income Disclosure Statement. <https://d2xz00m0afizja.cloudfront.net/cdn/2018-income-disclosure-statement-pg1-enus.pdf>.

### **Privacy**

As an Ambassador, the participant has previously agreed to receiving commercial electronic messages from Plexus. You can opt-out of receiving such communications from Plexus at any time, by sending your request to Plexus at [privacy@plexusworldwide.com](mailto:privacy@plexusworldwide.com).

This Program may include the collection of personal information which may be used by Plexus in accordance with its Privacy Policy which can be viewed at <https://plexusworldwide.com/privacy-policy>. By participating in this Program, entrants consent to the collection and use of their information as described in the Plexus' Privacy Policy and for the purpose of conducting this promotion, and also agree that Plexus may use this information, or disclose it to other organisations that may use it in any media for future promotional, marketing and publicity purposes without any further reference or payment to the entrant. If Plexus does not collect your information you may not be able to participate in this promotion. This notice should be read in conjunction with our Privacy Policy, which contains information about how we handle your personal information (including personal information collected via our website) and how to contact us if you have any questions about our management of personal information. You have rights of access to and correction of your personal information under applicable privacy laws. Plexus' Privacy Policy contains information about how entrants may opt out, access, update or correct their personal information, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. You can contact us at [privacy@plexusworldwide.com](mailto:privacy@plexusworldwide.com) or by writing to us at Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale,

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Arizona 85258, Attn: Legal Department, if you have any questions. Plexus may disclose entrant's personal information to entities which operate outside of Australia and New Zealand, including in countries such as United States.

### **Sponsor**

The Plexus Consistency Club Program is sponsored by Plexus Worldwide, LLC, 9145 E. Pima Center Parkway, Scottsdale, Arizona 85258, USA.