



### PROGRAM DESCRIPTION:

The ACTIVZ Car Club is an incentive reward program offered to distributors who achieve and maintain the position of A12, A13, A14, A15, or A16 in the ACTIVZ Compensation Plan. Distributors who qualify for this program will receive a monthly bonus that corresponds to their qualifying rank, provided that each such distributor acquires a car that, within the terms and conditions of the ACTIVZ Car Club program, complies with the brand, color and year, by either lease or purchase, and properly documents and communicates to ACTIVZ the requisite information relative to the lease or purchase of the vehicle. The ACTIVZ Car Club is designed to reward distributors for their continued efforts with a luxury car that also serves as a great tool for promoting the ACTIVZ brand. Launching in January 2020, those distributors that are paid-as A12 or above for two consecutive months will qualify for club membership. Those distributors that qualify during the months of January and February 2020 will be the founding members of the ACTIVZ Car Club and will start to be paid the corresponding monthly bonus by March 15, 2020.

Starting with the rank of A12, you can earn the following rewards each month as you qualify and maintain your paid-as A12 or above rank. You must maintain a paid-as rank of A12 or above to receive the reward that corresponds to each qualifying rank. If you drop below the minimum threshold of paid-as A12 during any month, no reward will be issued for that month. However, once you have qualified for membership in the ACTIVZ Car Club, you do not need to requalify for membership. If you have fallen below the minimum threshold paid-as A12 rank, you can restore the rewards by regaining a qualifying paid-as rank during any subsequent month. This reward must be used to pay for a new (to you) car. You have the option of either leasing or purchasing a vehicle, but no payment will be issued without approval of a new (to you) car purchase or lease.

- Purchasing your car will make you eligible for the ACTIVZ Car Club monthly bonus provided you hit and maintain the rank of A12 or above as outlined in this document, and provided you maintain ownership of the vehicle.
- Leases will make you eligible for the ACTIVZ Car Club monthly bonus only for the length of your lease. There is no minimum or maximum leasing period required. However, if your lease expires and you do not purchase your car or lease/purchase another qualifying car, you will no longer be eligible for the ACTIVZ Car Club monthly bonus.

### Rewards:



### Qualifying cars are as follows:

- Any model from any of the brands below provided that the car is: - 5 years old or newer - Black, Grey, Silver or Orange exterior color - ACTIVZ branded
- > Suggested Models: - BMW - Audi - Mercedes-Benz - Tesla - Lexus - Porsche - Cadillac - Lincoln - Land Rover - Infiniti - Jaguar.
- Special exceptions may be made for vintage/classic cars. We recommend a newer model to maximize your enjoyment, reliability and the ACTIVZ lifestyle.

### Marketing & Testimonies:

Once you receive your car, we need you to provide a picture and testimony so that we may feature you in upcoming ACTIVZ print, web and marketing pieces. Please provide the following.

- Digital picture of you with your car
- Digital picture with you and your "Before" car if possible is great too!
- Short testimony about how it feels to get your new car
- Name, position, city, state #ACTIVZ Also be sure to post your pictures and videos on Social Media to share within the ACTIVZ community
- Please place Your ACTIVZ car decal on the rear or side window of your new vehicle

### **Credit & Financial Responsibility:**

The decision to acquire a new or used vehicle is solely the responsibility of the distributor in consultation with his/her dealer or lessor. Any contract signed by the distributor is exclusively between said distributor and his/her seller/dealer. ACTIVZ will not guarantee any purchase or lease payments and will not make any representations with respect to a distributor's ability to finance said vehicle.

### **Proof of Possession Renewal Once per year:**

On the anniversary of your first bonus payment, you will be required to provide to ACTIVZ proof of possession of your car as outlined below.

#### **WHAT IS REQUIRED?**

- Title or Deed in your name
- Updated Registration in your name
- Recent photograph of you with your car

### **Please be aware of the following important points regarding your participation in this program.**

The contract you execute will be between you and the seller/dealership. ACTIVZ' obligation is to award your monthly bonuses to you based on program rules, when you take delivery of your car and sign and return the attached signature page, fully executed. ACTIVZ will not offer advice to you regarding your ability to comply with the terms and conditions of any lease or purchase agreement. This agreement is strictly between you and the seller/lessor. ACTIVZ urges you NOT to enter a lease or purchase agreement with which you are not fully comfortable, financially or otherwise. We want you and your family to be completely prepared for the responsibility of the care and payments required before entering any such agreement.

### **Terms and Conditions:**

- This promotion is exclusive to the United States, Mexico, Peru and Japan and is offered as a separate promotion in each market.
- Qualifiers are subject to verification, including name, age, address, phone number, and appropriate personal identification information. No entries from individuals under the age of 18 will be accepted. If a winner is disqualified, ACTIVZ reserves the right to determine an alternate winner or to not award that winner's reward at all. If the qualifier does not respond or redeem a reward within the designated timeframe, or rejects the reward, ACTIVZ will have the right to terminate the reward. Rewards cannot be redeemed for cash or substituted for any other items by any winner. Rewards are non-assignable, non-transferrable and cannot be combined (i.e., combining of bonus payments towards the lease or purchase of a vehicle will not be permitted). ACTIVZ reserves the right to substitute a comparable reward of like or greater value, including cash, for any reward, for any reason.
- All costs and expenses not explicitly set forth herein, including all taxes, fees, and costs of vehicle registration, licensing, and car insurance, shall be the sole responsibility of the winner.
- SUBJECT TO APPLICABLE LAW, ALL REWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.
- All promotions of ACTIVZ may be suspended, canceled or modified, in whole or in part, at any time in its sole discretion, without prior notice and without any claim by the participants. ACTIVZ is the unappealable authority that will interpret all the questions that arise in relation to this promotion and the bases and conditions of the promotion.
- By participating in the promotion, each entrant acknowledges that his/her entry in the promotion constitutes that entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television or offline promotions), each winner's name, voice, likeness, and any portion thereof, each extending throughout the universe and in perpetuity without further compensation, credit or right of review or approval, except where prohibited by law.
- Any violation of these terms and conditions or the misconduct of any reward qualifier will, at the sole discretion of ACTIVZ, result in the revocation of the winner's reward and designation as a reward winner, and all privileges related to her or his character as winner will be terminated with immediate effect. The receipt of any of the components of the reward of this promotion by the qualifier is conditioned upon prior compliance with each of the applicable requirements and in accordance with the provisions of applicable law.
- By participating, each entrant agrees to indemnify, defend, and hold ACTIVZ, its members, officers, employees, agents, and affiliates, and all other persons and entities involved in the development, production, and/or administration of the promotion (collectively, the "Released Parties"), harmless from any and all liability for losses, harm, damage, injury, costs, fees, and expenses, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from participating in the promotion, any reward-related activity, and/or acceptance, receipt, possession or use/misuse of any reward, and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy.
- The Released Parties are not responsible or liable for any incorrect or inaccurate entry information or other errors in the printing, offering or administration of the promotion or in the announcement of the reward(s) and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, calling service, interrupted or unavailable network, server or other conditions, (ii) failure of any entry to be received by one or more of the Released Parties due to technical problems, telephone service problems, human error, or calling service, (iii) communication line, hardware and/or software failures, malfunction of phones (including wireless phones/handsets), phone lines, other communications malfunctions, unavailable network connections, cellular equipment towers, telephone systems or wireless service, (iv) damage to any computer (software or hardware) resulting from participation in the promotion, or damage to mobile phone or other PDA device, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible (or any combination thereof). Any expenses incurred by the entrant during the application process are the sole responsibility of each entrant and none of the Released Parties will issue reimbursement for any expenses.
- UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, ATTORNEYS' FEES, OR ANY OTHER DAMAGES.