



## **<sup>1</sup>"Parliament Program" Terms & Conditions**

The 'Parliament Program' (hereinafter "Program") is available to all Origami Owl, LLC or Origami Owl, ULC (hereinafter "O2") Independent Designers (hereinafter "IDs" or "Earner(s)") on the terms and conditions noted below. O2 reserves the right to discontinue or alter the terms of this Program without notice.

### **PROGRAM OVERVIEW**

- This Program runs from 12:00 a.m. CT on July 1, 2017 through 11:59 p.m. CT on June 30, 2018 ("Program Period").
- All IDs in good standing as of 12 a.m. CT on July 1, 2017 shall be automatically enrolled in Program. To be in good standing, IDs must be in compliance with the Independent Designer Agreement Terms & Conditions and Policies and Procedures.
- All IDs who achieve Parliament, Diamond Parliament or Diamond Designer of the Year status during Program Period will hold such status from the date O2's Convention occurs in 2018 through the date O2's Convention occurs in 2019.

### **PARLIAMENT**

- In order to achieve Parliament Status, an ID must be 'Paid-As an Senior Team Manager or above during the commission run which includes Personal Volume (PV) records from June 30, 2018 and earn a minimum of one hundred (100) Parliament Points.

### **DIAMOND PARLIAMENT**

- In order to achieve Diamond Parliament status and earn the trip in connection with this Program, an ID must be one of the top ten (10) Parliament Point earners during the Program Period; must personally earn Owlchiever for a minimum of six (6) months during Program Period; and must earn Parliament points from each category as follows:
  - Twenty (20) Cultivating Owlchievers points.
  - Ten (10) Growing Team Volume points;
  - Five (5) Mentoring Leaders points; and
- If an ID earns the Program trip and is unable to participate, an ID who has achieved the next highest Parliament points may be invited to attend the Program Trip at O2's sole discretion.

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<sup>1</sup> 'Parliament Program' Terms & Conditions were amended as of February 1, 2018. Please visit <http://faq.origamiowl.com/faq-category/parliament-faqs-2/> for a detailed summary of the amendments.

- A limit of ten (10) IDs may earn Diamond Parliament status. In the event of a tie for 'Diamond Parliament' status, the ID who earned the most Owlchiever Points and then Personal Sales ("PV" during the Program Period) will be selected.
- If an ID who has achieved Diamond Parliament status cancels, is terminated or is not in good standing, another ID will NOT advance to Diamond Parliament status during Program Period.

#### **DIAMOND DESIGNER OF THE YEAR STATUS**

- The ID who achieves Diamond Parliament status and who earns the most Parliament Points will be named 'Diamond Designer of the Year' and will earn an O2 custom Jeep (the "Prize") (or such other Prize of equivalent value as may be determined in the sole discretion of O2) at Convention 2018.
- In the event of a tie for 'Diamond Designer of the Year' status, the ID who earned the most Owlchiever Points from personal sponsoring, and then PV during the Program Period will be selected.
- In the event an ID who is named the 'Diamond Designer of the Year' cancels, is terminated or is not in good standing, another ID will NOT advance and be named the 'Diamond Designer of the Year' during Program Period and any and all Prizes will be forfeited.

#### **CULTIVATING OWLCHIEVERS ("CO") POINTS**

- An ID will earn one (1) Parliament Point each calendar month any person in the ID's Level 1 achieves Owlchiever.
- An ID will earn one (1) Parliament Point each calendar month ID personally achieves Owlchiever.
- An ID will earn double "Cultivating Owlchievers" Parliament Points upon ID achieving Owlchiever in the same calendar month as any person in the ID's Level 1 achieving Owlchiever and/or the ID personally achieving Owlchiever.
- An ID will earn Cultivating Owlchiever points for IDs who roll up to their Level 1. CO points for roll-ups will be earned in the same month that the roll-up occurs. Cultivating Owlchiever points earned by the previous Mentor will not roll-up to the new Mentor.

#### **GROWING TEAM VOLUME ("TV") POINTS**

- An ID will earn one (1) Parliament Point for every 5,000 Incremental Monthly Team Volume ("TV") units ("Incremental Monthly TV" is defined as any monthly TV generated above the ID's previous year's baseline TV for any given month) (including ID's Personal PV and Commission Volume generated from the Levels 1-4 of ID's team) earned and tracked by an ID and their team each month during the Program period.
- TV is defined as Level 0 (the ID's PV) and Level 1-4 commissionable volume generated by an ID and their team.
- An ID's Team which will determine ID's TV Baseline for Program Period is defined as all active IDs from Levels 0-4 as of rollups in July, including any IDs who are added to Levels 1-4 via enrollment or roll-up as of (approximately) July 11, 2016.

- An ID's Team may increase on a monthly basis if any IDs are added to Levels 1-4 via enrollment or roll-up throughout Program Period.
- An ID's monthly TV Baseline will be determined during Program Period shortly after the date of O2's commission run each calendar month. An ID's TV Baseline will be calculated on a monthly basis by taking the total PV of the ID and their Team during the same month the previous year. If an ID rolls-up into Levels 1-4, their previous year's PV (if any) for the relevant month will be added to the ID's baseline from their roll-up month.
- TV growth will be calculated as follows: at the end of each calendar month, an ID's TV will be compared to their TV Baseline. If this year's monthly TV is greater than their TV Baseline, growth will be reflected and the ID will be eligible to earn Parliament Points for Growing Team Volume that month. If this year's monthly TV is less than last year's monthly TV, growth will NOT be reflected and the ID will not earn Parliament Points for Growing Team Volume that month.
- Full and Partial Growing Team Volume points will be awarded by dividing total monthly TV growth by 5,000 (i.e. a growth of 2,500 TV will generate .5 Parliament Points in one month; a growth of 1,100 TV points will generate .22 Parliament Points in one month, etc.).
- No negative Growing Team Volume points will be attributed.

#### **MENTORING LEADERS ("ML") ("Developing Leaders") POINTS**

- An ID will earn one (1) Parliament Point when they personally promote up to a new Career/Achieved Title of Team Leader or above for the first time. If an ID personally promotes up multiple Levels above Team Leader during one month, they will earn one (1) Parliament Point for each new Career/Achieved Title.
- An ID is eligible to earn one (1) Parliament Point as a Mentor for Mentoring Leaders each time a Designer on their Level 1 promotes up to a new Career/Achieved Title of Team Leader or above for the first time.
- A Mentor will earn one (1) Parliament Point if a Designer rolls-up to their Level 1. Points may be earned in the same month that the roll-up occurs. Mentoring Leaders points earned by the previous Mentor will not roll-up to the new Mentor.
- In order to earn Parliament Points for Mentoring Leaders, a Mentor's Paid-As Title must be equivalent to or exceed that of the Level 1 ID's new Career/Achieved Title.
- If the Level 1 ID promotes up multiple Career/Achieved Titles in one month, Parliament Points for Mentoring Leaders may be earned for each new Career/Achieved Title following the same rules.
- After the close of a calendar month, all advancements are considered final.
- Mentoring Leaders points will be earned in the month in which an ID advances to a new Career / Achieved Title for the first time.
- If an ID advances to a new Career / Achieved Title for the first time and is deactivated or terminated, the Mentor will keep one (1) Mentoring Leaders point earned as long as the ID was in good standing when the points were earned.

- If an ID advances to a new Career / Achieved Title for the first time and is deactivated or terminated because the ID was not in good standing and was not in compliance with the Designer Agreement when the Mentoring Leaders points were earned, O2 reserves the right to make adjustments to the Mentor's Mentoring Leaders points.

## GENERAL TERMS & CONDITIONS

- Any unclaimed rewards or Prizes will be forfeited. Earners grant Company the right to use and publish their legal name, business name (if applicable), photographs or videos containing Earner's name and likeness, and Earner's city or state of residence online and in print, or any other media, in connection with the Program.
- Rewards and Prizes are non-transferrable. No substitutions. Reward has no monetary value if Earner is not able to attend Program trip and the recipient cannot exchange Program trip for a cash refund.
- By participating in Program, IDs agree to be bound by these official terms & conditions, which shall be final and binding in all respects.
- Non-compliance with these terms & conditions may result in disqualification or forfeiture of Program.
- Force Majeure: Should events beyond the reasonable control of O2 and ID occur, including but not limited to (1) acts of God or government authorities; (2) natural disasters; (3) insolvency of any vendor participating in providing any Program rewards; (4) inability of O2 to fulfill its Program commitments for any reason; or (5) other emergencies beyond the parties' reasonable control make it illegal or impossible for such party to perform its obligations regarding this Program, such party may terminate their obligations regarding this Program upon written notice to the other party without liability. In such case, O2 will not pay a cash refund to ID.
- All federal, state and local laws and regulations apply, including those with respect to taxation of any Program prize. O2 shall only be responsible for rewarding IDs who earn Program. O2 expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of Program reward, including all travel as part of the Program. O2 makes no representation or warranties concerning the appearance, safety or performance of any prize awarded.
- O2 reserves the right to deny a guest the right to participate in Program trip in O2's sole and absolute discretion. O2 reserves the right to: (1) audit ID accounts to verify eligibility; (2) review product returns or exchanges to verify if such activity impacts Program qualification in any way.
- This Program is void where prohibited and is subject to change, suspension, modification or termination by O2 at any time during or after the Program period. All decisions made by O2 concerning this Program are made in the sole and absolute discretion of O2 and are final when made.
- This Program is not open to the public and is only open to IDs who have enrolled with O2 prior to the start of this Program, who are legal residents of the U.S. or Canada and who are at least the age of majority in their jurisdiction.

- Selection of winners and distribution of Prizes in connection with this Program is made on the basis of skill; winners are not chosen at random.
- The laws of the State of Arizona shall govern this Program and any and all actions arising out of or related to this Program shall be brought in the State of Arizona in Maricopa County.
- The Program sponsor is Origami Owl, LLC, 450 North 54<sup>th</sup> Street, Chandler, AZ 85226