

### 2018-2019 "Parliament Program"

#### **Terms & Conditions**

The 2018-2019 'Parliament Program' (hereinafter "Program") is available to all Origami Owl, LLC or Origami Owl, ULC (hereinafter "02") 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, 2018 through 11:59 p.m. CT on June 30, 2019 ("Program Period").
- All IDs in good standing as of 12:00 a.m. CT on July 1, 2018 shall be automatically enrolled in this 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 the Program Period will hold such status from the date O2's Annual Convention occurs in 2019 through the date O2's Annual Convention occurs in 2020.

#### **PARLIAMENT STATUS**

- In order to achieve Parliament Status, an ID must hold the title of 'Paid-As a Senior Team Manager' or above during the commission run that includes Personal Volume (PV) records from June 30, 2019, and must generate a minimum of eighty (80) Parliament Points.
- An ID may generate a maximum of seventy (70) Parliament Points from the Level 1 Sponsoring Points category.
- ¹An ID who achieves Parliament Status will earn a spot on the Parliament Trip.
- All IDs who achieve Parliament Status (including Diamond Parliament and Diamond Designer
  of the Year) will earn an exclusive Parliament jacket, VIP seating at O2's annual Convention
  and an exclusive Look, assembled in O2's sole discretion.

<sup>&</sup>lt;sup>1</sup> An eligible ID may only attend the Parliament Trip *or* the Diamond Parliament Trip. IDs may not attend both trips.

#### **DIAMOND PARLIAMENT STATUS**

- In order to achieve Diamond Parliament status and earn the Diamond Parliament Trip in connection with this Program, an ID must: (1) generate a minimum of one hundred (100) Parliament Points during the Program; (2) be one of the top ten (10) Parliament Point earners during the Program Period; and (3) hold the title of 'Paid-As a Senior Team Manager' or above during the commission run that includes PV records from June 30, 2019.
- An ID must generate a *minimum* number of Parliament points towards this Program from each category as follows:
  - A minimum of five (5) Parliament Points must be generated from Growing Team Volume Points ("GTV Points");
  - A minimum of five (5) Parliament Points must be generated from Mentoring Leaders Points ("ML Points"); and
  - o A minimum of twenty-four (24) Parliament Points must be generated from Personal Sponsoring PS Points ("PS Points").
- An ID may generate a maximum of seventy (70) Parliament Points towards this Program from the Level 1 Sponsoring Points category.
- A limit of ten (10) IDs may earn Diamond Parliament status. In the event of a tie for 'Diamond Parliament' status, the ID who generates the most PS Points during the Program Period will be selected as between those IDs tied for 'Diamond Parliament' status. If PS Points are tied, the ID who generates the most PV during the Program Period will be selected as between those IDs tied for 'Diamond Parliament' status.
- <sup>2</sup>An ID who achieves Diamond Parliament Status will earn a spot on the Diamond Parliament Trip (details of the Diamond Parliament Trip will be announced at O2's 2018 annual Convention.)
- If an ID who has achieved Diamond Parliament status cancels her or his O2 account, is terminated or is not in good standing, another ID will NOT advance to Diamond Parliament status during the Program Period.

#### DIAMOND DESIGNER OF THE YEAR STATUS

• The ID who generates the most Parliament Points during the Program Period will be named 'Diamond Designer of the Year' and will earn an O2 custom Jeep (the "Prize") in connection with the achievement of such status (or such other Prize of equivalent value as may be determined in the sole discretion of O2).

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<sup>&</sup>lt;sup>2</sup> An eligible ID may only attend the Parliament Trip *or* the Diamond Parliament Trip. IDs may not attend both trips.

- The ID who achieves Diamond Designer of the Year Status will also earn a spot on the Diamond Parliament Trip (details of the Diamond Parliament Trip will be announced at O2's 2018 annual Convention.)
- In the event of a tie for 'Diamond Designer of the Year' status, the ID who generates the most PS Points during the Program Period will be selected as between those IDs tied for 'Diamond Designer of the Year' status. If PS Points are tied, the ID who generates the most PV during the Program Period will be selected as between those IDs tied for 'Diamond Designer of the Year' status.
- In the event an ID who is named the 'Diamond Designer of the Year' cancels her or his O2 account, is terminated or is not in good standing, another ID will NOT advance and be named the 'Diamond Designer of the Year' during the Program Period and any and all Prizes will be forfeited.

#### **PARLIAMENT POINT CATEGORIES**

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

- An ID will earn one (1) GTV Point for every 2,500 Incremental Monthly Team Volume ("TV") units ("Incremental Monthly TV" is defined as any monthly TV generated above the ID'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 the cumulative PV for an ID and such ID's downline through their Level 4.
- 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 the Program Period.
- An ID's monthly TV Baseline will be determined during the 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 close of each business month after roll-ups are completed. An ID's TV will be compared to their TV Baseline. If the ID's monthly TV is greater than their TV Baseline, growth will be reflected and the ID will be eligible to earn GTV Points for that month.
- Full and Partial GTV Points will be awarded by dividing total monthly TV growth by 2,500 (i.e. a growth of 1,250 TV will generate .5 Parliament Point; a growth of 2,500 TV will generate 1 GTV Point).
- No negative GTV Points will be attributed.

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

- An ID will earn one (1) ML Point if they personally promote up to a new Achieved Title of Team Leader or above for the first time. If an ID personally promotes up multiple Levels above Team Leader for the first time during one month, they will earn one (1) ML Point for each new Achieved Title.
- An ID is eligible to earn one (1) ML Point each time an ID on their Level 1 promotes up to a new Achieved Title of Team Leader or above for the first time.
- In order to earn ML Points, a Mentor's Paid-As Title must be equivalent to or exceed that of the Level 1 ID's new Achieved Title of Team Leader or above during the same month that the first-time rank advancement occurs.
- A Mentor will earn one (1) ML Point if an ID 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.
- A Mentor will not earn ML Points for any ID who re-enrolls based on a rank the re-enrolling ID achieved prior to re-enrolling. ML Points may be earned once the new ID advanced in rank above their original Achieved Title of Team Leader and above.
- If a Level 1 ID promotes up multiple Achieved Titles in one month, ML Points may be earned for each new Achieved Title following the same rules.
- ML Points will be earned in the month in which an ID advances to a new Career / Achieved Title.
- If an ID advances to a new Career / Achieved Title and is deactivated or terminated, the Mentor will keep one (1) ML 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 and is deactivated or terminated because the ID was not in good standing and was not in compliance with the Designer Agreement when the ML Points were earned, O2 reserves the right to make adjustments to the ML Points.
- After the close of a calendar month, all advancements are considered final.

### PERSONAL SPONSORING POINTS ("PS")

- An ID will earn two (2) PS Points upon such ID <sup>3</sup>personally sponsoring a new ID who generates a minimum of 500 PV cumulatively during the Program Period.
- An ID may not earn any PS Points from an ID who rolls-up to their Level 1.
- If an ID re-assigns a new, personally sponsored Designer to a new mentor in such ID's Level 1-4, and such new, personally sponsored Designer generates 500 PV cumulatively during the Program Period, such ID will earn two (2) PS Points.

# LEVEL 1 SPONSORING POINTS ("L1S")

- An ID will earn half (0.5) of one L1S Point for any Designer in the ID's Level 1 who personally sponsors a new ID who generates a minimum of 500 PV cumulatively during the Program Period.
- An ID will earn half (0.5) of one L1S Point from any ID who rolls-up to their Level 1 in the event such roll-up has previously personally sponsored a new Designer during the Program Period who has not generated 500 PV cumulatively prior to the roll-up and who generates 750 PV cumulatively during the Program Period *after the roll-up occurs*.
- An ID may generate a maximum of seventy (70) Parliament Points from the L1S Points category.

### **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 the Program trip and the recipient cannot exchange the Program trip for a cash refund.
- Only the O2 custom Jeep specified by O2 will be awarded to the Diamond Designer of the Year. The Jeep is non-transferable and has no cash value. All federal, state and local income taxes, insurance, licensing, registration and title fees connected to the Jeep are the sole responsibility of the winner and must be paid within thirty (30) days. All federal, state and local laws and regulations apply. 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 the Jeep.

<sup>&</sup>lt;sup>3</sup> New, personally sponsored IDs are defined as IDs who are personally sponsored *during Program Period*.

O2 makes no representation or warranties concerning appearance, safety, or performance of the Jeep.

- By participating in the 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 participation in the 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 of the 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 for any purpose.
- 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 prizes in
  connection with the 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 the 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 the 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 the 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