

# OFFICIAL RULES for DIVISIONAL SUPERVISORS Leave Your Mark Campaign

**Campaign Period:** November 1, 2023 – December 31, 2023

**Overview:**

The Leave Your Mark Campaign (the “Campaign”) is a competitive campaign sponsored by The Kirby Company (the “Company”) that provides active Divisional Supervisors (each, a “Supervisor”) the opportunity to win a luxurious Montblanc writing instrument.

**Competitive Award (Presidential Level):**

The top ranked Domestic Supervisor in the President’s Cup standings during the Campaign Period and the top ranked International Supervisor in the President’s Cup standings during the Campaign Period will be awarded a JFK Special Edition Montblanc ballpoint pen.

If The Kirby Company (the “Company”) meets or exceeds sales volume goals during the Campaign Period, the 2nd ranked Domestic Supervisor in President’s Cup standings during the Campaign Period and the 2nd ranked International Supervisor in the President’s Cup standings during the Campaign Period will also win a JFK Special Edition Montblanc ballpoint pen so long as the Divisions of those 2nd ranked Supervisors exceed prior year purchase volume by 10% or more during the Campaign Period.

**Secondary Award (Executive Level):**

Supervisors who do NOT qualify as a Presidential Level winner will have the opportunity to win a Pix Montblanc ballpoint pen based, primarily, on Dealer growth during Campaign Period. To qualify, the Supervisor, during the Campaign Period, must double the Dealer count in his/her Division(s) while also meeting or exceeding prior year purchase volume during the Campaign Period.

A Supervisor must be active during the entire Campaign Period and must meet or exceed prior year purchase volume during Campaign Period to be eligible to win the Campaign.

Please read the ENTIRE Official Rules for details. If, after reading the entire Official Rules, you have any questions, please call the Company's Marketing Department at 216-228-2400.

### **Campaign Criteria:**

The President's Cup standings are based on the following criteria:

1. Unit Increase (2023 vs. 2022 during Campaign Period)
  - Top unit increase\*
  - Top unit percent increase
2. DT Promotions
  - Top number of DT promotions
  - Top percent of DT promotions
3. FD Increase
  - Top number of FD promotions
  - Top percent of FD promotions
4. Dealer Increase
  - Top Dealer count increase
  - Top percent dealer count increase

\*To qualify as a purchase toward a unit increase,, all product must be purchased from the Company during the Campaign Period and paid in full by the second business day following the conclusion of the Campaign Period.

For a Supervisor to qualify as a Campaign winner, the Supervisor's Division(s) **must** have a year-over-year increase in purchases during the Campaign Period. If the purchase volume in November – December 2022 was down from November – December 2021, the Company will establish a quota for the Supervisor, and the purchases during the Campaign Period will be compared to that quota to determine whether there is an increase.

### **Supervisors who have Distributorships:**

If a Supervisor is also running an active Distributorship, the following are the additional criteria that must be met to qualify as a Distributor winner of the Campaign:

- Be one of the thirty (30) Distributors with the highest Campaign Calculation, AND
- The Supervisor's Division(s) must have a Purchased Unit Increase for the Campaign Period.

In the event a Supervisor qualifies as a winner as both a Distributor and as a Supervisor, then the Supervisor shall be considered a winner of the Supervisor award only.

### **General Rules**

All active Supervisors are automatically included in the Campaign.

By participating in the Campaign and, if applicable, accepting an award, Supervisors warrant and represent that they agree to be bound by these Official Rules and the decisions of the Company, which shall be final and binding in all respects.

The Company has the sole and exclusive right to interpret the provisions of the Campaign, including the Official Rules, and to determine the rights and status of all participants.

The Company reserves the right to modify or change any or all the Official Rules for the Campaign as, in its sole opinion, current conditions may warrant, which will become effective upon announcement.

The Company reserves the right at any time to cancel the Campaign for any reason in the event that the Campaign cannot be run or administered as intended by the Company, including, but not limited to, events outside of its control that undermine, impair, or corrupt the proper functioning, fairness, security, or integrity of the Campaign. Any such termination will be announced on kirbydistnet.com and via email.

The Company is not responsible if the Campaign cannot take place or any award cannot be given due to acts of God; acts of war or terrorism; natural disasters; inclement weather; embargo; labor dispute or strike; material shortage; transportation interruption; pandemic or epidemic; or any law, rule, or order adopted or taken by any governmental authority, whether or not specifically mentioned in this paragraph.

The Company is not responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, third-party prize providers, or any other persons involved in providing any award-related goods, services, or accommodations.

The Company reserves the right at any time and at its sole discretion to make substitutions regarding the Campaign. Equivalent competitive locations, trips, events, brands, or models may replace locations, trips, events, brands, or models listed above, depending on availability.

Winning Supervisors agree that awards, including trips, are provided as is, without any warranty, representation, or guarantee, express or implied, in fact or in law, whether now known or hereinafter enacted relative to the use or enjoyment of the award.

Each winning Supervisor is responsible for taxes; destination fees; duties; shipping; gratuities; incidentals; upgrades; insurance; personal expenses; customs and immigration requirements; etc., if applicable.

All Campaign materials, including Owner Registration Cards and records of any Supervisor in contention for awards, are subject to verification and audit and may be void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, or irregular in any way, (c) obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. The Company has the right to disqualify Campaign award winners for erroneous reporting of Owner Registration Cards, violations of these Official Rules, or fraudulent or deceptive practices of any type at any time.

Supervisors assume all risk of loss, damage, destruction, delay, incompleteness, illegibility, inaccuracy, misdirection, or printing or typographical errors of Campaign materials, including Owner Registration Cards, submitted to the Company. The Company is not responsible or liable for errors that may occur in connection with the administration of the Campaign, including, without limitation, human error and the processing of Owner Registration Cards.

By participating in this Campaign, Supervisors, on behalf of themselves and their heirs, assignees, executors, and administrators release, discharge, indemnify, defend, and hold harmless the Company and its parent company, affiliates, subsidiaries, officers, directors, shareholders, employees, and agents from any and all liability, damages, or causes of action with respect to or arising out of participation in the Campaign, traveling in regard to the Campaign, and/or the receipt, delivery, non-delivery, acceptance, possession, or use/misuse of any award relating to this Campaign, including, without limitation, liability for personal injury, bodily injury, death, disability, property damage, or loss or damage of any other kind, whether or not such injury, loss, or damage arises in whole or in part from the negligence of the Company or its affiliates, officers, directors, shareholders, employees, or agents.

The Company neither assumes nor authorizes any other person to assume for it any additional liability.

By participating in the Campaign, Supervisors agree that any and all disputes, claims, and causes of action arising out of or connected with the Campaign will be governed by the Supervisor Agreement, including but not limited to, the arbitration, choice of law, and limitation of liability provisions, without resort to any form of class action.

Winning an award constitutes permission for the Company to use winning Supervisors' names, addresses (city & state), voices, and/or likenesses for purposes of advertising, promotion, and publicity for this Campaign, without further compensation, unless prohibited by law.

Winning Supervisors must be active and in good standing with the Company during the Campaign and at the time of prize distribution to receive the award.