

OFFICIAL RULES for FACTORY DISTRIBUTORS 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 Factory Distributors (“Distributors”) the opportunity to win a luxurious Montblanc writing instrument.

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

Competitive Award (Presidential Level):

The Company has planned and expects thirty (30) Distributor winners. Winners will be awarded a JFK Special Edition Montblanc ballpoint pen.

Secondary Award (Executive Level):

Distributors who do NOT qualify as a Presidential Level winner will have the opportunity to win a Pix Montblanc ballpoint pen primarily based on Dealer growth during the Campaign Period. For qualifying details, please see below in the “Determination of Winners (Executive Level)” section.

Assigned Sales Quota

Each Distributor will be assigned a **SALES** quota based on his/her/their performance in the period from November 1, 2022 through December 31, 2022 (hereinafter referred to as the “Qualifying Period” and quota hereinafter referred to as “Assigned Sales Quota”).

The Assigned Sales Quota is calculated by totaling the recorded sales made during the Qualifying Period.

Example:

November 2022 Sales: 60
December 2022 Sales: 65
Assigned Sales Quota = 125

For any Distributor who is active during the Campaign Period, but who did not have a minimum of 60 sales during the Qualifying Period, that Distributor will have an Assigned Sales Quota of 60.

If 2022 sales were unreported during the Qualifying Period, the Company will calculate the Assigned Sales Quota based on year-to-date average monthly sales. The Company reserves the right to assign and adjust the Assigned Sales Quotas as conditions may warrant.

Quota Adjustments

If a Distributor ("Promoting Distributor") promoted a Distributor Trainee to an authorized Factory Distributor ("New Distributor") within the last twelve (12) month period [November 1, 2022 to October 31, 2023] and the New Distributor is an active Factory Distributor as of the start of the Campaign Period and remains an active Distributor during the Campaign Period, the Promoting Distributor's Assigned Sales Quota will be reduced by 60 sales. If the New Distributor has more than 60 sales during the Campaign Period, the Promoting Distributor's Assigned Sales Quota will be further reduced by the number of sales the New Distributor makes over 60.

Example: Promoting Distributor's Assigned Sales Quota was 125. Promoting Distributor promoted a New Distributor in June 2023. New Distributor had 65 sales during Campaign Period. Now, Promoting Distributor's Assigned Sales Quota has been adjusted to 60 (125 Assigned Sales Quota – 60 for New Distributor Promotion – 5 for New Distributor Sales Over 60).

If any quota adjustment described herein causes the Promoting Distributor's Assigned Sales Quota to go below the minimum sales quota of 60, the Promoting Distributor will be assigned the minimum Assigned Sales Quota of 60.

Distributors who feel that their Assigned Sales Quota should be adjusted must **contact the Company in writing by noon (12:00 pm, EST) on November 13, 2023 to discuss their concerns**. Requests for adjustment will not be considered after this date.

PURCHASES (95% of SALES)

In addition to exceeding the Assigned Sales Quota, Distributors must also PURCHASE a minimum of 95% of their actual sales during the Campaign Period (“Purchase Requirement” or “95% Purchase Requirement”) to qualify as a winner, except that Distributors who exceed the Assigned Sales Quota but do not meet the 95% Purchase Requirement will, when possible to still meet the Assigned Sales Quota, have their actual sales adjusted down to meet the 95% Purchase Requirement (see 2nd example below).

Example:

Assigned Sales Quota = 125 units
Actual Sales = 125 units
Purchases = 120 units
Minimum of 95% met

OR

Assigned Sales Quota = 125 units
Actual Sales = 160 units
Purchases = 120 units
Distributor receives credit for only 126 Actual Sales (as 120 purchases is 95% of 126 sales). Distributor does NOT receive credit for the additional sales which are not supported by 95% Purchase Requirement.

To qualify as a purchase and meet the Purchase Requirement, all product must be purchased from the Company during the Campaign Period and shipped by the second business day following the conclusion of the Campaign Period. Furthermore, “free” Kirby units earned from the IPP Program, KirbyLife Inventory Campaign, etc. do not count towards the 95% Purchase Requirement.

Determination of Winners (Presidential Level)

During the Campaign Period, Distributors must exceed their own Assigned Sales Quota and meet the 95% Purchase Requirement during the Campaign Period in order to be eligible to be one of the Campaign winners. After the Campaign Period is over, a “Campaign Calculation” (explained below) will be performed for each eligible Distributor.

The Distributors will then be ranked according to the Campaign Calculation. The thirty (30) highest scores in the Campaign Calculation will be eligible to win.

Campaign Calculation

The Campaign Calculation is explained as follows: Distributors are ranked by a calculation of the number of units sold over their Assigned Sales Quota multiplied by the percentage over quota. The highest scores are the winners.

- 1) Actual Sales minus Assigned Sales Quota = # of Units Over Quota**
- 2) # of Units Over Quota divided by Assigned Sales Quota = % Over Quota**
- 3) # of Units Over Quota times % Over Quota = Campaign Calculation**

Example:

Actual Sales = 175 units
Assigned Sales Quota = 125 units
of Units Over Quota = 50

Number of Units Over Quota = $(175-125) = 50$
Percentage Over Quota = $(50/125) = 40\%$
Campaign Calculation = $(50 \times .40) = 20$

Bonus Promotion Incentives

1. If a Distributor promotes a new Distributor during the Campaign Period, the promoting Distributor will receive credit for sales and purchases made by the newly promoted Distributor for the remainder of the Campaign Period. A Distributor promotion could potentially help the promoting Distributor exceed his/her Assigned Sales Quota.

Example: Promoting Distributor's Actual Sales = 175
Promoted Distributor's Actual Sales = 60
Promoting Distributor's Total Actual Sales = 235 Sales

In addition, a promoting Distributor will receive twenty-five (25) bonus points to his/her/their final Campaign Calculation for a Distributor promotion (maximum of 25 points).

If a Distributor won a campaign and had received twenty-five (25) bonus points for promoting a new Distributor, the promoting Distributor will be penalized 25 points (-25) during the next campaign if the newly promoted Distributor does not average at least twelve (12) Kirby system purchases per month from the time of being promoted through the end of the next campaign. In addition, the promoting Distributor's quota for the next campaign will be increased the same amount, up to 30 per month, to match the quota credit given previously.

2. If a Distributor promotes a new Distributor Trainee during the Campaign Period, twenty-five (25) bonus points will be added to the promoting Distributor's final Campaign Calculation for each Distributor Trainee promotion.
3. If a Distributor has a KirbyLife Recruit who has a month of fifteen plus (15+) sales during the Campaign Period (or a qualifying month per Division standards), fifteen (15) bonus points will be added to the Distributor's final Campaign Calculation for each KirbyLife Recruit with 15+ sales in a month or in a qualifying month. Qualified KirbyLife Recruits must be reported to the Company's Marketing Department at marketing@kirby.com by January 8, 2024.

Determination of Winners (Executive Level)

During the Campaign Period, Distributors who do NOT win the Presidential Level award may be eligible to win at the Executive Level based on Dealer growth. To win, a Distributor must double his/her/their Dealer count during the Campaign Period, as measured by Ice Breakers. A Distributor will start with a Dealer quota, based on his/her/their monthly average number of Dealers/Ice Breakers from January 1 through October 31, 2023. The Distributor must increase his/her/their Dealer/Ice Breaker count by 100% over quota, minimum of 12 Dealers/Ice Breakers, during the Campaign Period. In addition, Distributor must purchase over his/her/their monthly average number of units as measured from January 1 through October 31, 2023, with a minimum of 15 units per month (30 units during the Campaign Period).

Actual Sales:

Only sales (1) resulting from Demonstrations (as defined in the Distributor Agreement) and sold to consumer end-users (sales, consignments, awards, and other distribution methods of Kirby systems to members of Distributor's sales force (e.g. Distributor Trainees, Dealers, etc.) do not count as sales), (2) made during the Campaign Period, (3) properly reported to the Company with Owner Registration Cards, and (4) on which the Distributor has paid, or will pay, a Dealer a profit, if applicable, count toward a Distributor hitting or exceeding his/her/their Assigned Sales Quota.

The date of sale is the date the Owner Registration Card was signed by the consumer end-user.

Inaccurate or incomplete Owner Registration Cards will not be included/counted for purposes of the Campaign.

Date of approval of the contract, date of credit application, or date of delivery alone shall not be considered the date of sale.

Only Kirby units sold during the Campaign Period shall count for Campaign purposes. Previously reported or unreported sales will not be counted.

Owner Registration Cards

To be eligible to win the Campaign:

Owner Registration Cards must be RECEIVED by the Company no later than the 10th of each month for North American Distributors and the 17th of each month for International Distributors (or the next business day if the 10th or 17th falls on a non-business day) following the month the sale was made.

Any Owner Registration Cards received by the Company after January 10, 2024 for North American Distributors and January 17, 2024 for International Distributors (or the next business day) will **not** count towards the Distributor's Total Actual Sales for the Campaign.

Falsified reports received, including Owner Registration Cards, automatically eliminate the Distributor from winning.

Distributors should send their Owner Registration Cards by Federal Express, DHL, or UPS.

Award Presentation

Winners of the Campaign will be announced by Friday, February 2, 2024, subject to subsequent verification of the Owner Registration Cards.

General Rules

All active Distributors are automatically included in the Campaign.

By participating in the Campaign and, if applicable, accepting an award, Distributors 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 Distributors 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. The final number of winners will be dependent on Campaign Period results.

Each winning Distributor 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 Distributor/Distributorship in contention for awards, are subject to verification and audit and may be void if (1) not obtained in accordance with these Official Rules and through legitimate channels, (2) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, or irregular in any way, (3) obtained where prohibited, or (4) they contain printing, typographical, mechanical, or other errors. The Company has the right to disqualify Campaign participants and 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.

Distributors 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, Distributors, 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, Distributors agree that all disputes, claims, and causes of action arising out of or connected with the Campaign will be governed by the Distributor 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 Distributors' 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 Distributors must be active and in good standing with the Company during the Campaign and at the time of prize distribution to receive the award.