

OFFICIAL RULES for DIVISIONAL SUPERVISORS Discovery Campaign Return to the Lost City

Campaign Period: August 1, 2024 – November 30, 2024

Overview:

The Discovery Campaign – Return to the Lost City (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 trip to Sun City, South Africa. The anticipated trip dates are February 19-23, 2025.

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 via email at marketing@kirby.com.

Competitive Awards:

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 five-day, four-night trip to Sun City, South Africa, so long as the following qualifications are met:

- The Supervisor must be active during the entire Campaign Period, and
- During the Campaign Period, the Supervisor’s Division must meet or exceed whichever is highest of the following: A. (a) 2023 purchase volume, (b) 2022 purchase volume, or (c) assigned purchase volume quota.

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 be awarded the trip, so long as the following qualifications are met:

- The Supervisor must be active during the entire Campaign Period, and
- During the Campaign Period, the Supervisor’s Division must exceed whichever is highest of the following by at least 15%: (a) 2023 purchase volume, (b) 2022 purchase volume, or (c) assigned purchase volume quota.

The 3rd ranked Domestic Supervisor in President's Cup standings during the Campaign Period and the 3rd ranked International Supervisor in the President's Cup standings during the Campaign Period will also be awarded the trip, so long as the following qualifications are met:

- The Supervisor must be active during the entire Campaign Period, and
- During the Campaign Period, the Supervisor's Division must exceed whichever is highest of the following by at least 15%: (a) 2023 purchase volume, (b) 2022 purchase volume, or (c) assigned purchase volume quota.

Campaign Criteria:

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

1. Unit Increase (2024 vs. 2023)
 - Top unit increase
 - Top unit percent 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 final day of the Campaign Period.

2. DT Promotions
 - Top number of DT promotions in 2024
 - Top percentage increase in DT promotions (2024 vs. 2023)
3. FD Promotions
 - Top number of FD promotions in 2024
 - Top percentage increase in FD promotions (2024 vs. 2023)
4. Dealer Increase (2024 vs. 2023)
 - Top Dealer count increase
 - Top percent dealer count increase

If the prior year (2023) was down from the year before (2022), the Company will establish the President's Cup Quota from which the current year will be compared. 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 final day of the Campaign Period.

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 Discovery Campaign for 2024.

- Be one of the twenty (20) 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/trip, 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, without liability or further obligations by the Company to the Supervisor. Any such termination will be announced on kirbydistnet.com.

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.

If a winning Supervisor cannot go on the award trip at the designated time, no other member of the Supervisor's organization, nor any other person the Supervisor may designate, may attend in the Supervisor's place, and no "rain check" or other compensation will be given. The Company will not grant the award trip to the Supervisor with the next highest Campaign Calculation. The spot on the award trip of the winning Supervisor who cannot attend will go unfilled.

A Supervisor who is married and whose spouse cannot accompany him/her cannot bring a friend, relative, or other person on the award trip.

Upon receiving the Company's pre-approval, a winning Supervisor who is not married and who **does** have a "spouse equivalent" **may** bring that person on the award trip. For the purposes of the Campaign, a spouse equivalent is a person with whom the Supervisor has been close for an extended period of time and to whom the Supervisor is committed.

All award trips are for winning Supervisors and their spouses, or if not married, a "spouse equivalent" as defined above.

Children of any age are not permitted to attend any Campaign award trip.

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

The Company is not responsible if winning Supervisors and/or their spouses/spouse equivalents in regard to any award trip are denied entry or re-entry to or from any form of transportation, accommodation, venue, or country.

In the event winning Supervisor and/or their spouses/spouse equivalents engage in behavior that, as determined by the Company in its sole discretion, is threatening, illegal, inappropriate, or intended to annoy, abuse, threaten, or harass another person, the Company reserves the right to terminate an award trip early and send the Supervisors and/or their spouses/spouse equivalents home without further obligation. In the event winning Supervisors and/or their spouses/spouse equivalents engage in behavior that is illegal or subjects the Supervisors and/or their spouses/spouse equivalents to arrest or detention, the Company shall have no obligation to pay any damages, fees, fines, judgments, or other costs or expenses of any kind whatsoever incurred by the Supervisors and/or their spouses/spouse equivalents as a result of such conduct.

All Campaign materials, including Owner Registration Cards/QR Code Registrations 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 participants and award winners for erroneous reporting of Owner Registration Cards and/or QR Code Registrations, violations of these Official Rules, violations of the Supervisor Agreement, 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 and QR Code Registrations, 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 and QR Code Registrations.

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/trip 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 or travel for the trip to receive the award/trip.