

OFFICIAL RULES for FACTORY DISTRIBUTORS 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 Factory Distributors (“Distributors”) the opportunity to win a trip to Sun City, South Africa.

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:

We have planned and expect twenty (20) Distributor winners. Winners will be awarded a five-day, four-night trip to Sun City, South Africa. The anticipated trip dates are February 19-23, 2025.

Assigned Sales Quota

Each Distributor will be assigned a **SALES** quota based on his/her/their performance in the period from August 1, 2023 through November 30, 2023 (hereinafter referred to as the “Qualifying Period”).

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

Example:

August 2023 Sales: 60
September 2023 Sales: 55
October 2023 Sales: 70
November 2023 Sales: 65

Assigned Sales Quota = 250

For any Distributor who is active during the Campaign Period, but who did not have a minimum of 120 sales during the Qualifying Period, that Distributor will be assigned a sales quota of 120.

If sales were unreported during the Qualifying Period, the Company will calculate the Assigned Sales Quota based on 2024 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 12 month period [August 1, 2023 to July 31, 2024], the New Distributor has never before been a Factory Distributor of Kirby® products, and the New Distributor is an active Factory Distributor as of the start of the Campaign Period, the Promoting Distributor's Assigned Sales Quota will be reduced by 120 sales before the Campaign Period. If the New Distributor has more than 120 sales during the Campaign Period, the Promoting Distributor's Assigned Sales Quota will be reduced by the number of sales the New Distributor makes over 120.

Example: Promoting Distributor's Assigned Sales Quota was 300. Promoting Distributor promoted a New Distributor in December 2024. New Distributor had 130 sales during the Campaign Period. Now, Promoting Distributor's Assigned Sales Quota has been adjusted to 170 (300 Assigned Sales Quota – 120 for New Distributor Promotion – 10 for New Distributor Sales Over 120).

If any quota adjustment described herein causes the Promoting Distributor's Assigned Sales Quota to go below the minimum sales quota of 120, the Promoting Distributor will be assigned the minimum Assigned Sales Quota of 120.

Distributors who feel that their Assigned Sales Quota should be adjusted must **contact the Company in writing** at marketing@kirby.com **by noon (12:00 pm, EST), on August**

12, 2024 to communicate 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 to qualify as a winner, except that Distributors who exceed the Assigned Sales Quota but do not meet the 95% purchase requirement ("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 = 300 units

Actual Sales = 300 units

Purchases = 285 units

Minimum of 95% met

OR

Assigned Sales Quota = 300 units

Actual Sales = 400 units

Purchases = 285 units

Distributor receives credit for only 300 Actual Sales (as 285 Purchases is 95% of 300 sales). Distributor does NOT receive credit for the additional sales which are not supported by 95% purchases.

To qualify as a purchase and meet the Purchase Requirement, all product must be purchased from the Company and shipped before the end 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

During the Campaign Period, Distributors must exceed their own Assigned Sales Quota and purchase a minimum of 95% of their sales 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 Distributors who achieve the 20 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 = 350 Units
Assigned Sales Quota = 300 units
of Units Over Quota = 50

Number of Units Over Quota = $(350-300) = 50$
Percentage Over Quota = $(50/300) = 16.67\%$
Campaign Calculation = $(50 \times .1667) = 8.335$

Bonus Promotion Incentives:

1. If you promote a new Distributor who never before has been a Factory Distributor of Kirby® products during the Campaign Period, you 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 you exceed your sales and purchase quotas.

Example: Your Actual Sales = 300
 Your Promotee's Actual Sales = 105
 Your Total Actual Sales = 405 Sales

In addition, you will receive 25 bonus points to your final Campaign Calculation for a Distributor promotion (maximum of 25 points).

If a Distributor wins a campaign and had received 25 bonus points for promoting a new Distributor, the Distributor will be penalized -25 for the next campaign if the newly promoted Distributor does not purchase any Kirby systems from the time of being promoted through the end of the next campaign. In addition, to account for the credit given to the Distributor for the promotion during the prior campaign, the Distributor's Assigned Sales Quota for the next campaign will be increased by the same amount of credit given for the promotion during the last campaign, up to 30 per month.

2. If a Distributor promotes a new Distributor Trainee during the Campaign Period who has never before been a Distributor Trainee of Kirby® products, 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 15 plus (15+) sales during the Campaign Period (or a qualifying month per Division standards), 15 bonus points will be added to the Distributor's final Campaign Calculation for each KirbyLife Recruit with 15+ sales in a month during the Campaign Period (or a qualifying month per Division standards). Qualified KirbyLife Recruits must be reported to the Company's Marketing Department at marketing@kirby.com by December 11, 2024.

Sales Registration

Sales registrations for the Kirby Avalir 2 will continue to be recorded and counted via Owner Registration Cards (see below for details).

Sales registration for the Kirby Avalir Platinum will be recorded and counted via QR Code Registration. QR Code Registered sales will be recorded in real time and counted in the month that the sales take place. Please reference the "QR Code Registration FAQ" document for details and instructions.

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 December 10, 2024 for North American Distributors and December 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.

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.) or other Factory Distributors do not count as sales), (2) made during the Campaign Period, (3) properly reported to the Company with Owner Registration Cards or QR Code Registration, 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 or recorded in the QR Code Registration process.

Inaccurate or incomplete Owner Registration Cards and/or QR Code Registrations 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.

Award Presentation

Winners of the Campaign will be announced by December 31, 2024.

General Rules

All active Distributors are automatically included in the Campaign.

By participating in the Campaign and, if applicable, accepting an award/trip, 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, without liability or further obligations by the Company to the Distributor or Distributorship. 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 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.

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

Distributor with the next highest Campaign Calculation. The spot on the award trip of the winning Distributor who cannot attend will go unfilled.

A Distributor 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 Distributor 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 Distributor has been close for an extended period of time and to whom the Distributor is committed.

All award trips are for winning Distributors 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 Distributor 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 Distributors 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 Distributors 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 Distributors and/or their spouses/spouse equivalents home without further obligation. In the event winning Distributors and/or their spouses/spouse equivalents engage in behavior that is illegal or subjects the Distributors 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 Distributors and/or their spouses/spouse equivalents as a result of such conduct.

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, violations of the Distributor Agreement, 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 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, 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/trip 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 or travel for the trip to receive the award/trip.