

**OFFICIAL RULES**  
for the  
**President's Cup &  
2024 Golden Circle  
Bermuda**

**Campaign Period:**

January 1, 2024 - December 31, 2024

**Campaign Overview:**

Divisional Supervisors are eligible to win the distinguished President's Cup and a luxurious trip to Bermuda anticipated to occur April 9-13, 2025.

Please read the ENTIRE Official Rules for details. If, after reading the entire Official Rules, you have any questions, please contact The Kirby Company's (the "Company's") Marketing Department via email at [marketing@kirby.com](mailto:marketing@kirby.com).

**Awards:**

**President's Cup Annual Award**

The winning Domestic Divisional Supervisor and the winning International Divisional Supervisor receive the President's Cup; President's Ring or, if a prior winner, diamond added to the President's Ring; and President's Lapel Pin, and they attend the Golden Circle Club Trip.

**President's Cup Quarterly Recognition**

For each quarter of 2024, the winning Divisional Supervisors in the categories outlined below will receive award plaques.

**Golden Circle Club**

All Divisional Supervisors are eligible to be awarded a luxury trip to the Rosewood Resort in Bermuda, April 9-13, 2025.

**Platinum Elite Club**

All Divisional Supervisors are eligible to be awarded the luxurious Golden Circle Club trip to Bermuda and arrive one day early.

## **Divisional Supervisor Rules:**

For Divisional Supervisors with multiple Divisions, those Divisions will be combined in all categories for the purpose of the President's Cup calculation and Golden Circle campaign.

Calculations will be separated by Domestic Divisional Supervisors and International Divisional Supervisors, and the President's Cup will be awarded in both the Domestic and International Divisions.

The Divisional Supervisor must have a unit increase year-over-year in his/her/their Division(s) to be eligible to win the President's Cup.

A Divisional Supervisor must be active for the entire 2024 calendar year to be eligible to win the President's Cup Annual Award, certain President's Cup Quarterly Recognition Awards, Golden Circle Club, and Platinum Elite Club.

## **2024 PRESIDENT'S CUP ANNUAL AWARD**

The winner of the 2024 President's Cup will be determined by the 12-month standings in the categories described below. Divisional Supervisors receive points based on their rankings in each of these categories. The Domestic Divisional Supervisor and International Divisional Supervisor with the lowest point total will be declared the winners based on the following categories:

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 December 31, 2024.

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 there should be a tie, the Division with the highest Dealer count increase for the 2024 calendar year will win.**

The winning Domestic Divisional Supervisor and the winning International Divisional Supervisor:

- Receive the President's Cup.
- Receive the President's Ring or, if a prior winner, diamond added to the President's Ring.
- Receive the President's Lapel Pin or, if a prior winner, diamond added to the President's Lapel Pin.
- Attend the Golden Circle Club Trip.

The Standings Report, which reflects the President's Cup categories, is used to determine the President's Cup winner. When territory realignments occur, the statistics for the new territory will be reflected in the Standings Report. **The statistics for the NEW territory will be used to determine if the Divisional Supervisor qualifies for any incentives, including the President's Cup.**

## **PRESIDENT'S CUP QUARTERLY RECOGNITION**

The following categories will be recognized on a quarterly basis the first three calendar quarters of 2024. The winners for the last quarter of 2024 and/or the winners of each category's year-to-date total will be recognized in January 2025.

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 quarter and paid in full by the last business day of the quarter.

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

In order for a Divisional Supervisor to qualify for an award plaque, the Divisional Supervisor **must** have a year-to-date growth in purchases (as defined above) compared to the previous year.

### **GOLDEN CIRCLE CLUB**

All Divisional Supervisors are eligible to earn **Golden Circle Club** and be awarded a luxurious trip to Bermuda April 9-13, 2025 based on the following achievements during the 2024 calendar year.

- **25% growth** in total Divisional purchases over the previous year **and** Divisional purchases of a **minimum of 2,400 units**

or

- **Be a President's Cup Winner**

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 December 31, 2024.

### **PLATINUM ELITE CLUB**

All Divisional Supervisors are eligible to earn **Platinum Elite Club** and arrive a day early to the Golden Circle Club trip based on the following achievements during the 2024 calendar year:

- **25% growth** in total Divisional purchases over the previous year **and** a minimum of one Platinum Club member from his/her/their Division

or

- **50% growth** in total Divisional purchases over the previous year **and** Divisional purchases of a **minimum of 3,600 units**

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 December 31, 2024.

### **General Rules:**

All active Divisional Supervisors ("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; 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 and records of any Distributor within the Supervisor's Division who is 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, violations of these Official Rules, violation 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, 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/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.