

**OFFICIAL RULES**  
for  
**FACTORY DISTRIBUTORS**  
**2024 Golden Circle**  
**Bermuda**

**Campaign Period:**

January 1, 2024 - December 31, 2024

**Campaign Overview:**

Factory Distributors (“Distributors”) who achieve Golden Circle level (for the second time or more) or the Platinum Elite level in 2024 will receive a luxurious trip to Bermuda.

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:**

Award Trip: Luxurious Trip to the Rosewood Resort in Bermuda, anticipated to occur April 9-13, 2025.

**GOLDEN CIRCLE**

**Qualifying Criteria:**

All active Distributors are automatically enrolled in the Golden Circle campaign (“Campaign”) in 2024. The hallmark is achieving 2,400 Kirby unit purchases or more during the 2024 calendar year along with the Company’s receipt of 2,160 owner registration cards (sales totaling 90% of the total purchases) for the 2024 calendar year.

The Company must receive all owner registration cards by January 10, 2025 for a North American Distributor to be considered for this award and by January 17, 2025 for an International Distributor to be considered for this award.

The Distributor must pay for and take delivery of Kirby units ordered in 2024 and no later than December 31, 2024 for the units to count toward the Distributor’s 2024 Golden Circle total.

**For the First Year of Achieving the Qualifying Criteria:**

- A Gold Rolex style identification bracelet in 14-karat gold with two .20-carats of brilliant, full-cut diamonds with your personalized initials for men.

or

- A Tennis Bracelet totaling 3.5-carats of brilliant, full-cut diamonds cradled in a 14-karat gold jacket for women.

**For Achieving the Qualifying Criteria in Each Subsequent Year:**

Winners will receive a luxurious incentive trip. The 2024 winners will attend the Golden Circle event in Bermuda, anticipated to occur April 9-13, 2025, with other winning Distributors.

**To Signify Membership in Golden Circle:**

The Company presents a wool blazer, with Golden Circle buttons, to each winning Distributor on his/her/their first Golden Circle trip.

**For Meeting the Qualifying Criteria for Six Years [for Distributors only]:**

The Company presents a gold ring with a one-carat diamond surrounded by smaller diamonds, which signifies membership in the Diamond Circle, an exclusive group within the Golden Circle Club.

**Travel Incentives:**

In addition, attaining higher levels of purchases allows Distributors to upgrade to business and/or first class for their air travel:

- 2,400 – 3,599 purchases in the year = Standard Coach Class
- 3,600 – 5,999 purchases in the year = Business Class (when available)
- 6,000+ purchases in the year = First Class (when available)

**PLATINUM ELITE**

All Distributors, regardless of whether they have won Golden Circle previously, may compete for a Platinum Elite award. Winners of this prestigious award will be awarded an extra day on the Golden Circle trip, arriving one day early.

In order to qualify for the Platinum Elite Level, winning Distributors must achieve a combined total of 6,000 Kirby unit purchases in one of two ways:

1. Purchase a minimum of 6,000 Kirby units during the Campaign Period.

or

2. Purchase a minimum of 2,400 Kirby units from the winner's Distributorship with the balance of the 6,000 Kirby unit purchases made by all of the winning Distributor's active Distributor promotees during the Campaign Period. The combined total of Kirby unit purchases must equal 6,000 or more during the Campaign Period.

The Distributor and/or his/her/their Distributor promotees must pay for and take delivery of Kirby units ordered in 2024 and no later than December 31, 2024 in order for the units to count toward the Distributor's 2024 Platinum Elite total.

The Company must receive all owner registration cards by January 10, 2025 for North American Distributors to be considered for this award and by January 17, 2025 for International Distributors to be considered for this award.

#### **For 6,000 or More Annual Purchases for Six Years**

The Company presents a platinum ring with a one-carat diamond surrounded by smaller diamonds, which signifies membership in the Platinum Circle, an exclusive group within the Platinum Elite Club.

#### **General Rules for Golden Circle and Platinum Elite:**

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.

***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 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 (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 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, 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 any and 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 and 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.