



Take Your Business to New Heights with Jenne

Program Dates: April 1, 2022 through December 31, 2022



## TERMS AND CONDITIONS

The Jenne, Inc. “2022 Summit Club” Promotion (the “Promotion”) is open only to companies invited to join the Promotion, who are business entities that are domiciled in the 50 United States and the District of Columbia at the time of entry and are in good financial standing with Jenne, Inc. (the “Sponsor”).

- PROMOTION PERIOD.** The Promotion begins at 12:00:01 AM Eastern Time on April 1, 2022 and the Promotion will end at 11:59:59 PM Eastern Time on December 31, 2022 (the “Promotion Period”). For purposes of these Official Rules, a “day” will run from 12:00:01 AM Eastern Time to 11:59:59 PM Eastern Time. The Sponsor’s clock is the official time-keeping device for this Promotion.
- PROMOTION OVERVIEW.** The Promotion is open to select Sponsor Partner accounts designated by participating vendors and Sponsor that purchase participating vendors’ products from Sponsor during the Promotion Period.
  - Qualifying Purchases.** A delivered purchase of any participating vendors’ product or service skus through the Sponsor during the Promotion Period at value, less all discounts and returns, (Net Purchase) will be considered a valid purchase which will be applied to the Partner’s Minimum Attainment Goal (“Attainment Goal”). The Sponsor, at its sole discretion, shall have the right to final determination on all qualifying products purchased.
  - Prize Award Promotion Structure.** The Partner must achieve at minimum its assigned company Attainment Goal to be ranked for the Prize Award for the Promotion Period. The Prize Award will be awarded to the Partners who at the end of the Promotion Period rank highest amongst the qualifying spots in the standings, as outlined below, based on highest percentage above goal achieved. Partners must be up to date on all required certifications, by partner level, per participating vendor, if applicable, as of close of business December 31, 2022, to be eligible for the award. If they are not, the award will go to the next Partner in rank order, with qualifying certifications.

### Qualifying Rankings per Participating Vendor:

- Diamond Vendor Sponsors: 4 winners (4 trip packages for 2 people per package)
- Emerald Vendor Sponsors: 2 winners (2 trip packages for 2 people per package)
- Sapphire Vendor Sponsors: 1 winner (1 trip package for 2 people per package)
- Ruby Vendor Sponsors: 1 winner (1 trip package for 1 person per package)

Partners can only win in one participating vendor ranking. If a Partner qualifies to win in two or more participating vendor rankings, it is up to the Sponsor’s discretion to select the participating vendor ranking that the Partner will qualify to win in. Partners are limited to win one trip package, good for two travelers, in the framework of the Promotion.

- PRIZE AWARD QUALIFICATIONS AND DELIVERY.** The Prize awards will be awarded and will be determined by the Sponsor at Jenne, Inc., 33665 Chester Road, Avon, Ohio 44011. The Prize award will be determined based on the receipt of valid purchase orders within the promotional period, and whether the Partner is in good standing to complete the orders. Notification of prizes will be within fifteen (15) business days after the close of the Promotion.
  - Prize Award Delivery:** In order to receive a prize under this promotion, the Partner’s account must be current at the time of the award. No prizes will be awarded, and prizes will be forfeited, in the event that the Partner’s account is not current at the time of the award. Partner may be subject to and responsible for all applicable taxes. **Partner must provide to the Sponsor a completed W-9 for reporting purposes prior to receiving the prize award. Failure to provide the completed W-9 will result in forfeiture of the prize.**
  - Must be 21 Years of Age or Older:** The qualifying Partners and their guests who are awarded a Prize must be 21 years of age or older.
  - The Prize:** The prize is a premium trip that will include air fare, lodging, and meals at a U.S. Based resort. The trip will take place in the early Spring of 2023.

**(d) Transferability and No Cash Value:** The Prize is not transferable outside of the winning Partner's business and there is no cash value for the Prize if the Partner is not able to accept the Prize and complete the trip. If the named contact at the Partner per Jenne's CRM system is not able to travel, the Partner may designate another individual(s) at the Partner's business who may accept the Prize. In all instances, at least one person accepting and taking the trip must be a bona fide employee of the named business.

**4. GENERAL CONDITIONS.** The promotion is subject to all federal, state and local laws and regulations. The laws of the United States of America shall be deemed to govern the Promotion.

**(a)** Acceptance of prize shall constitute and signify the Partner's agreement and consent that Sponsor may use winning Partner's name, address (city and state only), biographical data, voice, likeness, image, statements, and prize information, in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever, in perpetuity, without attribution, notification, compensation or consent (except where prohibited by law), and winner hereby releases Sponsor and participating vendors from any liability with respect thereto, to the Promotion. (Tennessee residents need not consent to or sign any publicity release.)

**(b)** Partner, by participating, releases and agrees to hold harmless Sponsor, Jenne, Inc., and its parent companies, affiliates, subsidiary companies, advertising and promotion agencies and its respective directors, officers, employees, representatives and agents, from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from Partner's participation in this Promotion or in any Promotion related activity, or resulting from acceptance, possession, use or misuse of any prize, or while traveling to and/or from a location as part of or to obtain or use a prize. Without limiting the foregoing, all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event shall the Sponsor, Jenne, Inc., or its parent companies, affiliates, subsidiary companies' and its respective directors, officers, employees, representatives and agents liability exceed \$1,000.

**(c)** Sponsor, Jenne, Inc., and its parent companies, affiliates, subsidiary companies, advertising and promotion agencies and contest administrators and its respective directors, officers, employees, representatives and agents are not responsible for any typographical or other error in the printing of the Promotion, administration of the Promotion or in the announcement of the prizes. Sponsor reserves the right to modify the Promotion rules at any time without materially affecting the terms and conditions of the Promotion.

**(d)** Except where prohibited, Partners agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Promotion, or any prize awarded, or the determination of the winner(s) shall be resolved individually, without resort to any form of class action, and exclusively under the laws of the State of Ohio, USA and through the courts of Lorain County, Ohio, USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion but in no event attorneys' fees; and (3) under no circumstances will Partners be permitted to obtain awards for other Partners. Partners hereby waive all rights to claim punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.) All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Partner or Sponsor in connection with this Promotion shall be governed by, and construed in accordance with, the laws of the State of Ohio, USA without giving effect to any choice of law or conflict of law provisions.

**(e)** If for any reason the Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Promotion. In such event, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension.

**(f)** Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, registrations or entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any registration, email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to a participant's or any other person's computer relating to or resulting from participation in the Promotion or downloading any materials in the Promotion.

**(g) WARNING: ANY ATTEMPT BY A PARTNER OR ANY OTHER PERSON TO DELIBERATELY DAMAGE ANY SPONSOR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.**

**5. SPONSOR.** The Sponsor of the Promotion is Jenne, Inc., located at 33665 Chester Road, Avon, Ohio, 44011-1307. The Sponsor is the administrator/operator of this Promotion.