



promotions@itworksglobal.com • (941) 348-6650 • 5325 State Road 64 East, Bradenton, FL 34208

## 2013 STEP 3 GUARANTEE OFFICIAL RULES

- 1. Eligibility** This 2013 Step 3 Guarantee Promotion (hereafter "Promotion") is a promotion designed to help It Works! Global (hereafter "It Works!®") Distributors to recruit new distributors and Qualified Loyal Customers. This Promotion is available to all new It Works! Distributors who join January 1, 2013 or after. (hereafter "**New Distributor**"). The Promotion is subject to all applicable local, state, provincial and federal laws and regulations. This Promotion is void where prohibited or restricted by law.
- 2. Agreement to Official Rules** By participating in the Promotion, the **New Distributor** fully and unconditionally agrees to and accepts these Official Rules and the decisions of It Works!, which are final and binding in all matters related to the Promotion. Whether a **New Distributor** receives any compensation is contingent upon fulfilling all requirements set forth herein.
- 3. Timing** The Promotion begins on January 19, 2013 at 12:01 a.m. EST-5:00 GMT.
- 4. Guarantee** Every **New Distributor** that joins It Works! as a distributor, purchases a Business Builder Kit, signs up for an 80 BV autoship and gathers 4 Qualified Loyal Customers during their first thirty days and then personally enrolls and places frontline on the first level 3 distributors who each purchases a Business Builder Kit, signs up for an 80 BV autoship and enrolls 4 Qualified Loyal Customers during the **New Distributor's** first two full calendar months will be guaranteed a minimum of combined commissions and bonus earnings of \$500 (hereafter "Guarantee"). This Guarantee period runs from date of enrollment until the end of the first 2 full calendar months. Total weekly and monthly earnings from the date of sign up through the end of the second full calendar month after qualifying for this Step 3 Guarantee as listed in your eOffice under the View My Earnings report, My Account section, will be deducted from the \$500 Guarantee amount.

This Promotion involves 3 steps:

1. Enroll as a **New Distributor** after January 1, 2013 with a Business Builder Kit and sign up for an 80 BV autoship.
2. During the **New Distributor's** first 30 days, gather 4 Qualified Loyal Customers.
3. During the **New Distributor's** first 2 full calendar months, gather 3 Distributors who complete steps 1 and 2.

Example 1: assume **New Distributor** joins on February 2, 2013 by purchasing a Business Builder Kit and signs up for an 80 BV autoship and qualifies by obtaining 4 Qualified Loyal Customers in the first 30 days and then personally enrolls 3 Distributors who purchase a Business Builder Kit and signs up for an 80 BV autoship and who each personally enrolls 4 Qualified Loyal Customers in March 2013. **New Distributor** received a \$300 fast start bonus in February 2013 and \$100 compensation in March, \$0 in April, the Company will pay New Distributor an additional \$100 on May 15, 2013 when April earnings are paid. Under the same example, if **New Distributor** received \$300 fast start bonus in February and \$300 commission payment in March, then **New Distributor** would not be eligible to receive any additional compensation because the Company guarantee amount of \$500 was exceeded.

Example 2: Assume **New Distributor** joins on January 31, 2013 and qualifies for the Step 3 Guarantee by February 28, 2013. **New Distributor** earns \$350 in Commissions and Fast Start bonuses as of March 31, 2013. It Works! will pay **New Distributor** an additional \$150 on April 15, 2013 after **New Distributor** submits the Step 3 Guarantee Completion Form. Same example but **New Distributor** qualifies for Step 2 on March 2, 2013. Since **New Distributor** did not qualify during the first 30 days following their join date, **New Distributor** would not qualify.

6. **Winner Requirements** All Guarantee recipients must comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. Each potential Guarantee Recipient will be required to execute and return to It Works! by fax or email the 2013 Step 3 Guarantee Promotion Completion Form found in the back office document download section, within ten (10) days after the end of calendar month or whenever earnings are posted, whichever is later, in which they qualified, proof of eligibility which contains Name, Distributor identification number, enrollment date and other step 3 qualifying information, in order to claim his/her Guarantee. All Guarantee recipients must confirm and verify the total amount of Calculated Commissions earned from the View My Earnings Report, Ledger Entries for Period, contained in the eOffice under the My Account section. If a New Distributor, fails to execute and return proof of eligibility within the required time period (if applicable), the New Distributor forfeits the Guarantee. By claiming the Guarantee, the **New Distributor** authorizes the use, without additional compensation, of his or her name and/or likeness and/or advertising purposes in any manner and in any medium (including without limitation, radio broadcasts, newspapers, and other publications and in television or film releases, slides, videotape, distribution over the internet and picture data storage) which It Works! Global may deem appropriate.

7. **Right of Cancellation** It Works! reserves the right to cancel, suspend and/or modify the promotion, or any part of it, if any fraud, technical failures or any other factor beyond It Works! reasonable control impairs the integrity or proper functioning of the Promotion, as determined by It Works! in its sole discretion. Failure to comply with the Promotion rules, Compensation Plan or Policies and Procedures of It Works! may result in a **New Distributor's** disqualification at the sole discretion of It Works!. It Works!, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other Promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, It Works! reserves the right to seek damages from any such person to the fullest extent permitted by law. It Works!' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. **Disclaimer of Liability** It Works! is not responsible and shall not be held liable for: (1) any incorrect or inaccurate information, whether caused by entrant or It Works!, printing or typographical errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, facsimile lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries including data processing errors; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. It Works! is not responsible and shall not be held liable for misdirected or undeliverable entries or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. It Works! is not responsible for any typographical/other error in entries, selection announcement or for any liability for damage to any computer system resulting from participation in, accessing or downloading information in connection with this Promotion.

#### 9. **General Terms**

a. Guarantee recipients may not be substituted.

b. All decisions of It Works! are final and binding on all participants.

c. Prior to the awarding of any Guarantee payment, It Works! in its sole discretion may require Promotion winners to sign a liability release agreeing to hold It Works!, its parent, subsidiary and affiliated corporations, and the officers, shareholders, directors, employees, agents and representatives of each of them harmless against any and all claims or liability arising directing or indirectly from participation in the Promotion.

d. In accepting the Guarantee payment, the New Distributor acknowledges that It Works! may not be held liable for any loss, damages or injury associated with accepting or using this Guarantee.

e. Guarantee payments are non-transferable.

f. Detailed Promotion rules applicable to the Promotion are available upon written request from It Works! during regular business hours at 5325 State Road 64 East, Bradenton, Florida 34208.

g. All decisions made by It Works! management with regard to the awarding of the Guarantee payments and the interpretation of these rules are final. All persons competing in this Promotion shall be deemed to have read and understand these rules.

h. It Works! may change or modify these Rules or terminate this Promotion at any time without prior notice. It Works! reserves the right to terminate this Promotion earlier than the date listed or extend the length of the Promotion.

i. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, U.S.A and resolved in Florida courts, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. Except where prohibited, Entrants hereby agree that any claims, disputes or actions of any kind shall be resolved individually, without resort to any form of class action and waive all rights to claim indirect, punitive, incidental, consequential damages and/or multipliers of damages and any other damages, other than for actual out-of-pocket expenses incurred as the result of participation in this Promotion. The parties hereby agree to waive their respective rights to a jury trial of any claim or cause of action related to or arising out of this Promotion. The scope of the waiver is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to this Promotion, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law, regulatory and statutory claims. In the event of litigation, these Official Rules may be filed as written consent to a trial by court. If any part of these Official Rules is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity of the balance of these Official Rules.