



# “M. NETWORK CABO SAN LUCAS INCENTIVE TRIP PROMOTION” TERMS AND CONDITIONS

These Terms and Conditions (hereinafter “Terms and Conditions” and/or “Agreement”) govern the M. NETWORK CABO SAN LUCAS INCENTIVE TRIP PROMOTION (hereinafter the “Promotion”). The Promotion is administered by M. NETWORK, LLC, a Utah limited liability company (“M. NETWORK”). Participation in the Promotion subjects the participant to the terms and conditions hereof.

## I. ELIGIBILITY, TERM, PARTICIPATION AND REWARDS

The Promotion is open to M. NETWORK Members in good standing (hereinafter “Participant”) in all markets in which M. NETWORK operates. By participating in the Promotion, the Participant fully and unconditionally agrees to accept the Terms and Conditions contained herein, which are final and binding. VOID WHERE PROHIBITED.

The Promotion commences on March 25, 2017 and terminates September 30, 2017 (may be hereinafter referred to as the “Term”). The Promotion is not a part of the M. NETWORK compensation plan, but a limited time promotion as outlined herein.

Participants, who qualify under the terms herein, are eligible to participate in the Promotion which entitles them to the Rewards (the “Rewards”) (as outlined below) based on their accumulation of Points (the “Points”) earned through specified actions (as set forth below) within the Term:

ACTION	POINTS AWARDED
Enroll an ELITE PACK	30*
Enroll a MASTER PACK	15*
Enroll a CONFIDENCE PACK	15*
Enroll an APPRENTICE PACK	5*
Rank up to M1	50**
Rank up to M2	200**
Rank up to M3	500**
Rank up to M3 NOBLE	750**
Rank up to M3 ROYAL	1000**
Rank up to M4	1500**
Rank up to M5	2500**
Rank up to M6	6000**
Every 30 Retail volume	2
Blue Box Subscription 60 PV	5
Blue Box Subscription 120 PV	10
Blue Box Subscription 180 PV	15
Top ten (10) point earners	Excursion***
Top Point Earner	Upgraded Suite****

\* Each Participant may earn no more than 30 Points per new Member/customer per month.  
 \*\* Rank must be achieved pursuant to the qualifications set forth in M. NETWORK’s then current Policies and Procedures. March 24, 2017 is the date used to determine a Participant’s base rank for the Promotion (the “Measuring Date”).  
 \*\*\* One (1) excursion experience will be chosen by M. NETWORK for all winners.  
 \*\*\*\* Room Upgrades based on hotel availability.

REDEMPTION AMOUNT	REWARD
<b>150 Points</b>	<b>M. Network Travel Bag</b>
<b>1000 Points</b>	<b>M. Network Travel Bag</b> <b>Four (4) days/three (3) nights all-inclusive hotel for one (1) Participant** to M. NETWORK Cabo San Lucas Incentive Trip to be held October 2017 based on double occupancy of Participant paired with another qualifying Participant***</b>
<b>1500 Points</b>	<b>Four (4) days/three (3) nights all-inclusive hotel for one (1) Participant** to M. NETWORK Cabo San Lucas Incentive Trip to be held October 2017 based on double occupancy of Participant paired with another qualifying Participant***</b>  <b>AND</b>  <b>\$500.00 (USD) travel reimbursement* good for reimbursement of paid travel expenses**</b>
<b>2500 Points</b>	<b>Four (4) days/three (3) nights all-inclusive hotel for one (1) Participant** and one (1) guest to M. NETWORK Cabo San Lucas Incentive Trip to be held October 2017 based on double occupancy of Participant and guest</b>  <b>AND</b>  <b>\$500.00 (USD) travel reimbursement* good for reimbursement of paid travel expenses**</b>
<b>3000 Points</b>	<b>Four (4) days/three (3) nights all-inclusive hotel for one (1) Participant** and one (1) guest to M. NETWORK Cabo San Lucas Incentive Trip to be held October 2017 based on double occupancy of Participant and guest</b>  <b>AND</b>  <b>\$1000.00 (USD) travel reimbursement* good for reimbursement of paid travel expenses**</b>

\* Each qualifying Participant may earn and redeem no more than \$500.00 (USD) in travel reimbursement if only Participant attends the 2017 M. NETWORK Cabo San Lucas Incentive Trip and no more than \$1,000.00 (USD) in travel reimbursement if Participant and a guest attend the 2017 M. NETWORK Cabo San Lucas Incentive Trip.

\*\* Reward is for Participant only (one individual regardless of number of people associated with Membership)

\*\*\* Reward is based on double occupancy with another Participant assigned by M. NETWORK. Participant may elect, through proper and timely notice to M. NETWORK in the registration process and subject to availability, bring a guest to share his/her hotel for an additional prepaid price as set by M. NETWORK.

## II. RULES

- A)** To qualify Participant must be a M. NETWORK Member in good standing, eighteen (18) years of age or older, properly register in advance and personally attend the 2017 M. NETWORK Cabo San Lucas Incentive Trip.
- B)** Participants may qualify for only one (1) Reward regardless of Reward, country/market of participation, or timing. If a Participant would otherwise qualify for more than one Reward, he/she will be given the Reward of greatest value and any/all others will be considered void.
- C)** The Promotion's end date is September 30, 2017 at 11:59 pm MST.
- D)** At any time M. NETWORK retains the right to disqualify a Participant for what M. NETWORK views as disreputable or adverse behavior including but not limited to violation of M. NETWORK Member Policies and Procedures.
- E)** Participants and any guests bear the sole responsibility for obtaining their individual passport and entrance visas. Failure to meet passport and visa requirements may disqualify the Participant from participation in the Promotion and no reimbursement or substitutions will be allowed.
- F)** In no event shall M. NETWORK be responsible for any costs or expenses associated with a disqualified Participant or guest or Participant or guest who do not attend the 2017 M. NETWORK Cabo San Lucas Incentive Trip.
- G)** Participant is responsible for travel/lodging/food/transportation expenses (except as provided herein) for attendance at the 2017 M. NETWORK Cabo San Lucas Incentive Trip. Except as provided herein Participant and guest are required to pay their own travel expenses to and from event, food, and all incidentals.
- H)** If a Participant or guest is unable to attend this Promotion, participation may not be deferred to a subsequent promotion. M. NETWORK will not compensate in cash or kind to a Participant who is unable to attend the 2017 M. NETWORK Cabo San Lucas Incentive Trip. The Promotion Rewards are non-transferable.
- I)** Travel reimbursements will be issued only after Participant completes the following: proper registration by Participant (and guest if applicable) for the 2017 M. NETWORK Cabo San Lucas Incentive Trip; provision to M. NETWORK of satisfactory proof (in M. NETWORK's sole discretion) of payment of transportation expenses (flight/rail ticket, etc.) to the 2017 M. NETWORK Cabo San Lucas Incentive Trip. Travel reimbursement will be made within 45 days following completion of the requirements of this paragraph in the Participant's regularly issued commission check and subject to the regular conversion applicable to payment of such regular commissions.

- J) In the event that any Reward, including but not limited to travel reimbursements, are issued and Participant and any registered guest of Participant do not attend the 2017 M. NETWORK Cabo San Lucas Incentive Trip, any Reward earned or received will be rescinded and, if previously received, must be returned by the Participant or M. NETWORK may deduct the amount of any such Reward from the Participant's commission check(s) or recoup such amount by any other lawful means.
- K) If an order upon which a Participant used to earn a Reward hereunder is cancelled or returned, any Reward earned or received will be rescinded and, if previously received, must be returned by the Participant or M. NETWORK may deduct the amount of any such Reward from the Participant's commission check(s) or recoup such amount by any other lawful means.
- L) The value of Reward(s) may be considered taxable income to the Participants, and all taxes are the sole responsibility of the Participants who receive them.
- M) This Promotion is void where prohibited by law and subject to all federal/state/local laws and regulations. M. NETWORK reserves the right to substitute Rewards of equal or greater value.
- N) A valid credit card will still be required at the time of check-in, which will be used for incidental charges.
- O) The term "all-inclusive" shall be understood to mean the services provided by the hotel for the event associated with the room provided to the Participant.
- P) All hotel guests are subject to the hotel's rules and policies.

### **III. GENERAL TERMS AND CONDITIONS**

Any undefined terms herein shall be understood and construed as set forth and used in M. NETWORK's current Policies and Procedures and Compensation Plan.

M. NETWORK reserves the right to withhold or deny any or all Rewards based upon Participant's non-compliance with M. NETWORK Policies and Procedures.

M. NETWORK retains the right to disqualify a Participant at any time for what M. NETWORK views, in its sole discretion, as disreputable or adverse behavior.

Rewards may only be achieved through the sales/purchases of M. NETWORK products as outlined in the compensation plan and in M. NETWORK's Policies and Procedures and not for recruitment of Members.

M. NETWORK may terminate the Promotion at any time with or without notice. The Participant is subject to M. NETWORK's Policies and Procedures and is also subject to the Member/Customer Application and Blue Box terms and conditions.

BY PARTICIPATING IN THE PROMOTION, PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS M. NETWORK AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATED COMPANIES AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION INCLUDING BUT NOT LIMITED TO: A) UNAUTHORIZED HUMAN INTERVENTION IN THE PROMOTION; B) TECHNICAL ERRORS RELATED TO COMPUTERS, SERVERS, PROVIDERS OR TELEPHONE OR NETWORK LINES; C) PRINTING ERRORS; D) ERRORS IN THE ADMINISTRATION OF THE PROMOTION; E) INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPANT'S OR GUESTS' PARTICIPATION IN THE PROMOTION AND ANY ASSOCIATED EVENTS. PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY SHALL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEYS FEES AND PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY FURTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES.

Except where prohibited, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion shall be resolved under the laws of the State of Utah, without respect to any conflict of law issues and Participant agrees that such shall be resolved individually, without resort to any form of class action, and with exclusive jurisdiction in the State of Utah.

Any controversy or claim arising out of or relating to these Terms and Conditions or the Promotion shall be settled by the arbitration of one (1) arbitrator which shall be administered by the American Arbitration Association subject to the Utah Rules of Civil Procedure and under the American Arbitration Association Commercial Arbitration Rules where they do not conflict with the Utah Rules of Civil Procedure, and judgment on the award rendered by the arbitrator may be rendered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude M. NETWORK from seeking any injunctive relief in State or Federal courts in Utah or other necessary or appropriate jurisdiction for protection of their intellectual property rights.

M. NETWORK may change the terms of these Terms and Conditions at any time by notifying Participant of such change in writing on the designated website where these Terms and Conditions are posted. Any change shall take effect immediately from the date of M. NETWORK's posting of the change on said website.

The Participant agrees to the use of his/her name and photograph in broadcasts, newspapers, brochures and other media without compensation. The Participant warrants that all statements made herein are true and correct and understands that the Released Parties have relied on them in allowing the Participant to participate in the Promotion.