

## THE ADVISOR ESCAPE PROMOTION OFFICIAL RULES

**ONLY ACTIVE CREATIVE MEMORIES INDEPENDENT ADVISORS (“ADVISORS” OR “ENTRANTS”) ARE ELIGIBLE TO PARTICIPATE IN THE PROMOTION.**

### PROMOTION OVERVIEW

The Promotion begins at 12:01am Central Time (“CT”) on January 3, 2023, and ends at 12:01am CT on January 2, 2024 (the “Qualification Period”). The Promotion consists of a points competition (“Points Competition”) in which Points (as defined below) are earned by an Advisor to qualify that Advisor for one of three all-inclusive packages of varying durations and features at the Hilton Vallarta Riviera All-Inclusive Resort in Puerto Vallarta, Mexico (the “Resort Stay” or “Resort Stays”). The Escape will be held April 10-15, 2024. Advisors who participate in the Promotion and earn certain Points, but who fall short of the Points needed to qualify for one of the three Resort Stays previously mentioned, will qualify to participate in a draw (the “Wild Card Draw”) under which 20 Wild Card Draw winners will also be awarded a Resort Stay. **Any Advisor who is an Australian resident at the time of the Wild Card Draw, is not eligible for, and will not be entered into, the Wild Card Draw.**

### GENERAL ACCEPTANCE

By participating in the Promotion, each Creative Memories Advisor accepts and agrees to comply with and abide by these Official Rules and the decisions of CM Group Holdings, Inc., CM Canada Holdings Inc. or CM Asia-Pacific Limited, as the case may be, d/b/a Creative Memories (the “Sponsor”), which shall be final and binding in all respects. This Promotion is not sponsored, endorsed, administered or associated with Facebook or any other social media site.

In the spirit of fairness, Advisors shall act with integrity and in accordance with the Sponsor’s Advisor Agreement when conducting the activities required to earn Points. Should Sponsor reasonably determine, in its sole discretion, that any Entrant has tried to game or cheat to earn Points, that any Entrant has violated any of the provisions in these Official Rules, or the Sponsor’s Advisor Agreement, Sponsor shall have no obligation to award Points, Resort Stays or Cash Surrender Value (as defined below) payment to such Entrant.

### GENERAL ELIGIBILITY REQUIREMENTS

These are the general requirements for participation in the Promotion (“Eligibility Requirements.”) The Promotion is open only to those who are active Advisors during and at the end of the Qualification Period and at the time of the Resort Stays. Entrants do not have to be active Advisors for the entire Qualification Period. Entrants can join as an Active Advisor during the Qualification Period and still participate in the Promotion, so long as they are also active Advisors at the end of the Qualification Period and at the time of the Resort Stays. Advisors who are not active Advisors at the end of the Qualification Period and at the time of the Resort Stays will not be eligible for the Resort Stays or the Cash Surrender Value. Active Advisors are as defined in the Advisor Agreement at [creativememories.com](http://creativememories.com), [creativememories.ca](http://creativememories.ca) or [creativememoriesau.com](http://creativememoriesau.com), as the case may be, (the “CM Website”),

and are not owners, directors, managers, officers or employees of Sponsor and its respective parent, subsidiaries and affiliated companies (collectively, the “Promotion Entities”).

### **EARNING POINTS & MINIMUM POINTS REQUIRED**

Points (“Personal Sales Points”, “Team Building Points” and “Beginner Classes Points” as hereinafter defined are also called “Points”) can be earned the following ways:

- 1. Personal Sales Increase.** 10 Points will be awarded to an Advisor for each USD \$500 (CAD \$500, AUD \$500) increase in an Advisor’s Account Balance during the Qualification Period (“Personal Sales Points”). The final Personal Sales Points increase will be based on the difference between each Advisor’s beginning Account Balance captured at 12:01am CT January 3, 2023, and the ending Account Balance captured at 12:01am CT January 2, 2024. To qualify for the Resort Stays (excluding the Wild Card Draw) an Advisor needs to earn a minimum of 80 Sales Points. There is no limit on the maximum number of Personal Sales Points an Advisor can earn.
- 2. New Team Members to Level 2.** 25 Points will be awarded to an Advisor for each new Downline Advisor who is both recruited to that Advisor’s team from 12:01am CT January 3, 2023 to 11:59pm CT January 1, 2024 (the “Team Building Period”) and who reaches at least Level Two as defined on the CM Website by 12:01am CT January 2, 2024 (“Team Building Points”). To qualify for the Resort Stays (excluding the Wild Card Draw), an Advisor must earn at least 100 Team Building Points. Any Advisor who at any time before January 3, 2023, 12:01am CT joined as an Advisor does not qualify as a new Downline Advisor for purposes of earning Team Building Points.  
July 14, 2023 Update: If you have someone interested in joining your team who has not been an Advisor in the past two years, contact [Coach@CreativeMemories.com](mailto:Coach@CreativeMemories.com) to discuss how they may count toward your points.
- 3. Beginner Classes.** 5 Points will be awarded to Advisors for each Beginner Class (defined as an event that introduces someone new to scrapbooking or cardmaking) they hold during the Qualification Period (“Beginner Classes Points”). To qualify for the Resort Stays (excluding the Wild Card Draw), an Advisor must earn at least 20 Beginner Classes Points. Details of each Beginner Class hosted, including a photo of the Beginner Class, will need to be submitted to [Love.CreativeMemories.com/Submit](https://Love.CreativeMemories.com/Submit) to qualify for Beginner Classes Points. Beginner Classes are an opportunity for Advisors to invite people who do not currently scrapbook with Creative Memories to learn more about saving their memories.

## RESORT STAYS DESCRIBED

Resort Stays vary in duration and in the number of perks included and fall into four packages as follows.

Tier 1 (“Wild Card”)	Tier 2 (“Sun Riser”)	Tier 3 (“Sun-Chaser”)	Tier 4 (“Sun-Sational” and “Sun-Sational Mentor”)
A 4-day, 3-night stay at the all-inclusive resort in a room shared with another Advisor, USD \$250 (CAD \$350) cash (paid by direct deposit) and a Mix & Mingle reception with Home Office staff.	A 4-day, 3-night stay at the all-inclusive resort in a room shared with another Advisor, USD \$500 (CAD \$650, AUD \$750) cash (paid by direct deposit) and a Mix & Mingle reception with Home Office staff.	A 5-day, 4-night stay at the all-inclusive resort in a private room, USD \$1,000 (CAD \$1,300, AUD \$1,500) cash (paid by direct deposit), a Mix & Mingle reception with Home Office Staff and an Advisor-only excursion with Home Office staff.	A 6-day, 5-night stay at the all-inclusive resort in a private room, USD \$1,500 (CAD \$2,000, AUD \$2,200) cash (paid by direct deposit), a Mix & Mingle reception and the Advisor-only excursion with Home Office staff.

## EARNING RESORT STAYS

Entrants can only qualify to earn one Resort Stay. Advisors earning less than 65 Points will not qualify for any rewards under this Promotion. Resort Stays can be earned as follows.

- Tier 1 (“Wild Card”)**. Advisors earning the minimum number of Points set forth below from each of the three Points categories during the Qualification Period will qualify to have their name entered in the Wild Card Draw. At the conclusion of the Qualification Period, 20 names will be randomly drawn at Sponsor’s headquarters from that pool of Wild Card Draw contestants (using a random number generator). Those 20 Wild Card Draw winners will be awarded the Tier 1 Wild Card Resort Stay. The odds of winning depend upon the number of eligible entries received. The approximate retail value for the Tier 1 Wild Card Resort Stay is USD \$1,300. **Any Advisor who is an Australian resident at the time of the Wild Card Draw, is not eligible for, and will not be entered into, the Wild Card Draw.**

<b>Minimum requirements:</b>	Account Balance increase of USD \$1,500 (CAD \$1,500, AUD \$1,500)	One new team member to reach Level 2	2 Beginner Classes
<b>65 Points</b>	30 Personal Sales Points	25 Team Building Points	10 Beginner Classes Points

- **Tier 2 (“Sun Riser”)**. Advisors earning the minimum number of Points set forth below from each of the three Points categories during the Qualification Period will be awarded the Tier 2 Sun Riser Resort Stay.

<b>Minimum requirements:</b>	Account Balance increase of USD \$4,000 (CAD \$4,000, AUD \$4,000)	4 new team members to reach Level 2	4 Beginner Classes
<b>200 Points</b>	80 Personal Sales Points	100 Team Building Points	20 Beginner Classes Points

- **Tier 3 (“Sun Chaser”)**. Advisors earning the minimum number of Points set forth below from each of the three Points categories during the Qualification Period will be awarded the Tier 3 Sun Chaser Resort Stay. Advisors earning the Tier 3 Sun Chaser Resort Stay may bring a guest. If they do so, the Advisor will be responsible for all additional guest charges, including, but not limited to, room charges and all-inclusive package charges above what would have been covered if the Advisor were in the private room alone. The guest’s information needs to be communicated to Home Office staff on or before Friday, January 26, 2024, so the resort can be properly notified.

<b>Minimum requirements:</b>	Account Balance increase of USD \$8,000 (CAD \$8,000, AUD \$8,000)	8 new team members to reach Level 2	8 Beginner Classes
<b>400 Points</b>	160 Personal Sales Points	200 Team Building Points	40 Beginner Classes Points

- **Tier 4 (“Sun-Sational”).** Advisors earning the minimum number of Points set forth below from each of the three Points categories during the Qualification Period will be awarded the Tier 4 Sun-Sational Resort Stay. Advisors earning this Tier 4 Sun-Sational Resort Stay may bring one guest, with the room charges and all-inclusive resort charges to be covered by the Sponsor. Please see Expenses Not Included section below for more details on Entrant and guest expenses that will not be covered by the Sponsor. The guest’s information needs to be communicated to Home Office staff on or before Friday, January 26, 2024 so the resort can be properly notified.

<b>Minimum requirements:</b>	Account Balance increase of USD \$10,000 (CAD \$10,000, AUD \$10,000)	10 new team members to reach Level 2	10 Beginner Classes
<b>500 Points</b>	200 Personal Sales Points	250 Team Building Points	50 Beginner Classes Points

**Tier 4 (“Sun-Sational Mentor”).** Alternatively, Tier 4 may be earned by an Advisor who achieves the Tier 2 Sun Riser Points Status and, in addition, mentors five members of his or her Downline team who earn Tier 2 Sun Riser Points Status or higher during the Qualification Period. The five members of the Advisor’s Downline team can be current Advisors of any Level and/or new Advisors who join during the Qualification Period. If the team members joined before the Qualification Period, they must be team members of the qualifying entrant for the entire Qualification Period. If the team members join during the Qualification Period, they must be team members of the qualifying entrant for the entire period from their date of joining until the end of the Qualification Period. Team members who have been re-assigned from another Advisor’s team during the Qualification Period will not count towards the five team members mentored under the Sun-Sational Mentor tier.

<b>Tier 2 Minimum requirements</b>	Account Balance increase of USD \$4,000 (CAD \$4,000, AUD \$4,000)	4 new team members to reach Level 2	4 Beginner Classes
<b>200 Points</b>	80 Personal Sales Points	100 Team Building Points	20 Beginner Classes Points

Entrants who meet the qualifications for Tier 4 will only be eligible for either Sun-Sational OR Sun-Sational Mentor, even if they meet the qualifications to earn both.

The Top 3 Advisors who earn Tier 4 and who achieve the most points overall will be upgraded to a Master Suite. In the event of a tie for points, a tiebreaker will be conducted whereby winners will be determined by the total amount of their new Advisors' sales earned during the qualification period. (All sales from new Advisors who joined the qualifying Advisor's team during the qualification period will count toward the total.)

## **WILD CARD DRAW**

If any Advisor whose name is drawn declines the Tier 1 Wild Card Resort Stay, a new Advisor will be randomly selected from the pool of Wild Card qualifying Advisors. No Advisor whose name is drawn and who declines the Tier 1 Wild Card Resort Stay shall be eligible for a Cash Surrender Value.

The winners in the Wild Card Draw will be required to sign an Affidavit of Eligibility and a Liability Release and (where legal) Publicity Release (the "Prize Claim Documents"). In the event the potential winner of the Wild Card Draw is a Canadian resident, he or she will be required to correctly answer a time-limited mathematical and unaided skill-testing question to be administered in-person to receive the Prize. The skill-testing question for Canada is: what is  $20 + 15 \times 10$ ?

**NO PURCHASE OR PAYMENT BY AN ADVISOR IS NECESSARY TO ENTER OR WIN THE DRAW. A PURCHASE WILL NOT IMPROVE AN ADVISOR'S CHANCES OF WINNING THE DRAW.**

**ANY ADVISOR WHO IS AN AUSTRALIAN RESIDENT AT THE TIME OF THE WILD CARD DRAW, IS NOT ELIGIBLE FOR, AND WILL NOT BE ENTERED INTO, THE WILD CARD DRAW.**

## **ADDITIONAL GIFTS**

Any Advisor (including any Advisor that is an Australian resident) who qualifies for Tiers 1-4 in the Promotion shall be eligible to receive a specially designed product bundle with an approximate retail value of USD \$100. These special gifts may be claimed by placing an order on the CM Website within 31 days of being awarded in January 2024, as long as the Advisor is active at that time.

## CASH SURRENDER VALUE

Any Advisor who qualifies for the Tiers 2, 3 or 4 Resort Stays and who subsequently declines the relevant Resort Stay, will be entitled to receive the below Cash Surrender Value associated with the Tier he or she has qualified for. Any Advisor who qualifies for the Tiers 2, 3 or 4 Resort Stays and who wishes to decline the relevant Resort Stay and receive the Cash Surrender Value, must communicate his or her decision to Home Office staff on or before Friday, January 26, 2024 so the resort can be properly notified.

	CM US Advisor	CM CA Advisor	CM AU Advisor
Tier 2	USD \$500	CAD \$650	AUD \$750
Tier 3	USD \$1,000	CAD \$1,300	AUD \$1,500
Tier 4	USD \$1,500	CAD \$2,000	AUD \$2,200

## GENERAL PROVISIONS

**Void Where Prohibited.** All or part of this Promotion is void where prohibited or restricted by law.

**Disqualification of Entrant.** Trying to game or cheat the awarding of Points, including, but not limited to the following tactics, signing up family members as downline, paying a Downline Advisor's signup fee or placing orders to help a Downline Advisor reach level 2 is strictly forbidden. Should Sponsor reasonably determine, in its sole discretion, that any Entrant has violated any of the provisions in these Official Rules or the Sponsor's Advisor Agreement, Sponsor shall have no obligation to award the Resort Stays or Cash Surrender payment to such Entrant.

**Expenses Not Included.** Airfare and ground transportation are not included. Sponsor will not be responsible for any additional personal expenses incurred by Entrants in the Promotion or their guests (if applicable) for the Resort Stays. These expenses include, but are not limited to, all other travel related expenses and any additional room charges (such as upgrades or damage) and resort expenses above what is included in the resort's all-inclusive package paid for by the Sponsor. All other details and other restrictions of the Trip not specified in these Official Rules will be determined by Sponsor in its sole discretion.

**Currency.** Except as otherwise stated herein, all dollar amounts shown are in United States currency.

**Taxes.** The value of all prizes received by an Advisor will be included in the "Earnings" section of that Advisor's account on the CM website. All income, sales, use, withholding and other taxes (and the reporting thereof) imposed as a result of the award of a prize and any other fees or costs associated with acceptance and use of prize are solely the winner's responsibility. It is the winner's responsibility to understand and abide by any federal, state, local or foreign tax laws that may apply to receipt of a prize. Winners may be required to complete certain Internal Revenue Service tax information reporting forms.

**Conditions.** Each Advisor agrees that: (i) he or she will abide by and be bound by these

Official Rules, which are final and binding in all respects; (ii) the Sponsor has not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose; and (iii) the prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND.

**Right to Cancel.** Sponsor reserves the right to cancel the Promotion.

**Amendment.** Sponsor reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.

**Privacy.** Except as provided in these Official Rules, any entry information collected from the Promotion shall be used in accordance with Sponsor's Privacy Policy, located at <https://www.creativememories.com/privacy-policy>

**Indemnity Release.** Each Advisor indemnifies and holds harmless the Sponsor and their owners, directors, officers, managers, employees and agents from any and all liability for any damage, liability or loss of any kind or nature to persons, including death or property, arising directly or indirectly from the Promotion or the use, misuse, failure or inability to use or loss of the Resort Stay or Resort Stay-related activity. Each Advisor releases Sponsor, and their owners, directors, managers, officers, employees and agents from any and all liability for any loss, harm, damages, costs or expenses of any nature arising out of participation in the Promotion or the Trips. Failure to enforce any terms of these Official Rules shall not constitute a waiver of any provision.

**Severability.** If any provisions of these Official Rules are determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

**Governing Law/Jurisdiction.** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MINNESOTA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. VENUE FOR ANY ACTION SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS LOCATED IN MINNEAPOLIS, MINNESOTA.

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