

**THE CREATIVE MINDS CONFERENCE AND PROMOTION  
OFFICIAL RULES**

**ONLY CREATIVE MEMORIES INDEPENDENT ADVISORS ARE ELIGIBLE TO PARTICIPATE IN THE PROMOTION. 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.**

**PROMOTION DESCRIPTION.**

The Promotion begins on or about 12:01 a.m. Central Standard Time (“CST”) on **November 1, 2019** and ends at 11:59 P.M. CST on **March 31, 2020** (the “Promotion Period”). The Promotion consists of two parts: a draw (“Draw”) and a reward points competition (“Points Competition”). The Points Competition itself has three components: a points recognition program (“Points Recognition”), a points rewards program (“Points Rewards”) and a points winner competition (“Points Winner”). By participating in the Promotion, each Creative Memories Advisor (sometimes called “Entrant”) accepts and agrees to comply with and abide by these Official Rules and the decisions of CM Group Holdings, Inc. (as to entrants from the United States), CM Canada Holdings Inc. (as to entrants from Canada) both d/b/a Creative Memories (“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. (All rewards or prizes described in these rules are sometimes called “Prizes”).

The Promotion will culminate at the CREATIVE MINDS CONFERENCE (the “CREATIVE MINDS CONFERENCE” or the “Conference”) to be held on the 13<sup>th</sup> day of June, 2020 at the Hyatt Regency Hotel in Minneapolis, Minnesota, USA (“Conference Hotel”).

**GENERAL ELIGIBILITY REQUIREMENTS.**

In addition to the specific eligibility requirements outlined below, these are the general requirements for participation in the Promotion (the specific eligibility requirements outlined below, together with these general eligibility requirements are, together “Eligibility Requirements”) The Promotion is open only to persons who are (i) 18 years of age or older (or age of majority in their state) as of the date of entry, (ii) legal residents of, and physically located within, the 50 United States or the District of Columbia, Puerto Rico, The U.S. Virgin Islands or Guam and Canada (excluding the province of Quebec) (the “Territory”), (iii) not owners, directors, managers, officers or employees of Sponsor and its respective parent, subsidiaries and affiliated companies and the advertising, promotional or fulfillment agencies, webmasters or suppliers or any company who is a promotional participant, or performing services at the request of Sponsor (collectively, the “Promotion Entities”), nor members of their respective immediate families, spouses, parents, siblings and children or persons living in the same households (other than any such individuals who meet the Eligibility Requirements). Participation in the Promotion is restricted to independent advisors (“Advisors”) of Sponsor as defined in the Advisor Agreement at [www.creativememories.com](http://www.creativememories.com) or [www.creativememories.ca](http://www.creativememories.ca) as the case may be (the “CM Website”).

## **CREATIVE MINDS CONFERENCE PARTICIPATION AND ELIGIBILITY**

**Promotion Participation and Conference Attendance.** The Promotion will conclude at the CREATIVE MINDS CONFERENCE; however, the Promotion has been structured so that participation in much of the Promotion is possible without having to attend the Conference. **REGISTRATION OR ATTENDANCE AT THE CREATIVE MINDS CONFERENCE IS NOT REQUIRED FOR PARTICIPATION IN THE DRAW OR THE POINTS COMPETITION.**

**Eligibility to Register and Attend Conference.** The following criteria must be met for an Advisor to Register and attend the CREATIVE MINDS CONFERENCE:

- a. At the time of Registration, you must be a former or current Advisor of Sponsor.
- b. At the end of the Promotion Period you must be a current (“Active”) Advisor and you must be at least at Level Two in Sponsor’s compensation plan (“Level Two”)
- c. At the time of the Conference you must be an Active Advisor

If you Register for the Conference and then subsequently fail to meet the post-Registration requirements outlined above, your Registration will be cancelled, and your Registration Fee returned to you.

**Conference Registration.** Advisors must register (“Register”) to attend the CREATIVE MINDS CONFERENCE. Registration will be open between November 5, 2019 and November 22, 2019. (“Registration Period”). To Register for the Creative Minds Conference, log in to your Creative Memories Advisor account on the CM Website, click to the Advisor HQ and look for the CREATIVE MINDS CONFERENCE logo any time during the Registration Period and follow the links and instructions to Register. Sponsor reserves the right to close Registration for the Conference prior to November 22, 2019 due to limited space. If capacity is reached prior to November 22, 2019, the Registration Period will be terminated, and a wait list will be available. If space is available, Sponsor also reserves the right to re-open Registration for the Conference later in the Promotion Period to Active Advisors who have not Registered.

### **DRAW.**

**Random Drawing.** The Promotion will include a Draw which will be conducted at the CREATIVE MINDS CONFERENCE. Ten Draw winners will be selected in a random Draw to be held at the Conference on or about June 15, 2020 from all tickets (“Tickets”) which are earned by entrants during the Promotion Period. The winners in the 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 any Prize 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  $20 + 15 \times 10$ ?

**Eligibility to Earn Draw Tickets.** To be eligible to earn Tickets for the Draw, you must be an Active Advisor at the end of the Promotion Period and at the time of the Conference. If you

wish not to participate in the Draw, you may opt out of the Draw by contacting Sponsor's customer service department and requesting in writing that your name be excluded from the Draw. **ADVISORS NEED NOT REGISTER OR ATTEND THE CONFERENCE TO PARTICIPATE IN THE DRAW.**

**Draw Tickets and Chances to Win.** Tickets for the Draw are earned by Advisors for recruiting new Advisors ("Downline Advisors") to their team and helping those Downline Advisors build their business during the Promotion Period. Each Advisor who meets the Eligibility Requirements will receive one Ticket for each Downline Advisor who is both recruited to that Advisor's team during the Promotion Period and who reaches at least Level Two and is Active by end of day March 31, 2020 CT. The more Tickets an Advisor earns, the greater will be the chances of winning in the Draw. Tickets drawn will be limited to one per Advisor.

**Draw Prizes.** Ten winners will be randomly selected in the Draw. Those ten winners will then compete onstage at the CREATIVE MINDS CONFERENCE in a game ("Game") to each win one of ten Prizes each having an approximate retail value of \$1,500.00 USD. Entrants need not register or attend the CREATIVE MINDS CONFERENCE to participate in the Draw or the Game. If a Ticket is drawn of an Advisor not at the Conference, Sponsor will nominate someone else to play the Game on behalf of that absent Advisor.

**Announcing Draw Prize Winners.** Sponsor will attempt to notify any of the Draw winners who may be absent from the Conference within **48 hours** of the CREATIVE MINDS CONFERENCE through the contact information for that Advisor on record with Sponsor.

## **POINTS COMPETITION**

The Promotion also includes a Points Competition. The Points Competition consists of a Points Recognition program, a Points Rewards program and a Points Winner competition. Advisors who meet the Eligibility Requirements may participate in the Points Competition by achieving certain goals and objectives in building their Creative Memories business during the Promotion Period to earn Points which will entitle them to the Points Recognition at the Conference, Points Rewards and the chance to compete to be the Points Winner of a trip for two to Hawaii ("Hawaii Trip") as outlined below.

**Points Eligibility.** To be eligible you must be an Active Advisor at the end of the Promotion Period.

**Earning Points.** Points will be awarded to eligible Advisors during the Promotion Period as follows:

- a. 25 Points will be awarded to an Advisor for each Downline Advisor who is both recruited to that Advisor's team during the Promotion Period and who reaches at least Level Two and is Active by the end of the Promotion Period.
- b. 5 Points will be awarded to an Advisor, to a maximum of 100 points, for each \$500 (\$500.00 USD in the case of American Advisors and \$500.00 CAD in the case of Canadian Advisors) increase in an Advisor's Account Balance by the end of the

Promotion Period. The 'starting' Account Balance is recorded as of November 1, 2019.

## **POINTS RECOGNITION.**

**Eligibility to Receive Points Recognition.** To receive Points Recognition, you must attend the Conference.

**Points Recognition.** Advisors attending the CREATIVE MINDS CONFERENCE will receive the following Points Recognition at the Conference for Points earned during the Promotion Period:

**Silver Status** for earning 100 Points or more entitles each Advisor attending the Conference to VIP seating, a backstage pass and a gift at the Conference.

**Gold Status** for earning 125 Points or more entitles each Advisor attending the Conference to Silver Recognition as well as a power breakfast with Caleb Hayhoe and a gift at the Conference.

**Platinum Status** for earning 150 Points or more entitles each Advisor attending the Conference to Silver and Gold Recognition as well as a cruise and dinner with Sponsor's staff and onstage recognition at the Conference.

The top seven Points earners will also be eligible for a room upgrade at the Conference Hotel.

Points Recognition may not be redeemed for cash or anything of value by Advisors who do not attend the Conference.

## **POINTS REWARDS.**

**Eligibility to Redeem Points for Rewards.** To redeem Points for Rewards you must be an Active Advisor at the time Points are redeemed.

**Rewards.** In addition to the Points Recognition, and the chance to compete for the Hawaii Trip, Points may be redeemed for the following Points Rewards (dollar values are USD).

Points may be redeemed for the following list of corresponding Rewards only by Advisors attending the Conference:

5 Points	Exclusive Paper Pack and Stickers
10 Points	Exclusive Album Cover
25 Points	Custom Album Cover
25 Points	\$50 registration rebate
25 Points	\$50 Visa Card
35 Points	\$100 registration rebate
35 Points	Product workshop with Shari & Carrie
35 Points	\$100 Visa Card
50 Points	One hotel night

50 Points	Small group experience (i.e., photo tour, cooking class, etc.)
50 Points	\$150 Visa Card
75 Points	Two hotel nights
75 Points	Full registration rebate
75 Points	\$200 Visa Card
100 Points	Wine & dine (limit of three, to be selected as provided below) for Advisor and up to 10 Guests (as defined below)
100 Points	\$500 Airfare stipend
100 Points	Three hotel nights
100 Points	\$500 Visa Card

Points may be redeemed for the corresponding Rewards below by Advisors who do not attend the Conference:

5 Points	Exclusive Paper Pack and Stickers
10 Points	Exclusive Album Cover
25 Points	Custom Album Cover
25 Points	\$50 Visa card
35 Points	\$100 Visa card
50 Points	\$150 Visa card
75 Points	\$200 Visa card
100 Points	\$500 Visa card

**Redeeming Points For Rewards.** Notification of which Points Rewards an Active Advisor wishes to redeem Points on must be received by the Sponsor in the month of April 2020 (the “Points Redemption Period”). Points are redeemed by selecting available options from an online redemption system, available from Advisor HQ (“Points Redemption Selection”). Any Points not redeemed during the Points Redemption Period will be forfeited. No changes or substitutions will be allowed once a Points Redemption Selection has been submitted to Sponsor. Points Rewards for Conference attendees will be awarded at the Creative Minds Conference. Points Rewards for Advisors not attending the Conference will be mailed within three weeks of the end of the Point Redemption Period.

**Wine & Dine Experience.** Prior to the Points Redemption process described above, the Home Office will email all Advisors who are registered for the conference and have earned 100 points or more asking if they would like to be part of the draw for one of the three Wine & Dine prizes. Those Advisors wishing to participate (“Hosting Advisors”) will need to respond by the deadline provided in the email and send the names of the 10 (or fewer) registered Advisors who will be their guests (“Guests”) for the Wine & Dine Experience. Only a Hosting Advisor’s upline, those who are in a Hosting Advisor’s first-line downline and those who share the same upline as a Hosting Advisor may be included as that Hosting Advisor’s Guests. The Home Office team will verify the information provided and include all Hosting Advisors in a draw, which will take place via Facebook Live on the Conference Attendees Facebook group. The three winning Hosting Advisors will be notified via email the same day, and the 100 points will be removed from their overall point total prior to the online redemption period.

## **POINTS HAWAII TRIP WINNER.**

**Eligibility to Win Hawaii Trip.** To win the Hawaii Trip you must be an Active Advisor at the time of the Conference.

**Winner of the Hawaii Trip.** The Advisor with the most points at the end of the Promotion Period shall receive the Points Recognition and the Points Rewards outlined above AND will win the Hawaii Trip. In the event of a Points tie, the winner of the Hawaii Trip shall be that Advisor whose Downline Advisors recruited during the Promotion Period had the highest total sales in the Promotion Period. **THE WINNER OF THE HAWAII TRIP WILL BE INELIGIBLE FOR THE DRAW.**

**Description of Hawaii Trip.** The Hawaii Trip includes: roundtrip coach airfare for two from closest major airport (to the winner's home) to Maui, Hawaii; six days, five nights in a double-occupancy room at the top-rated Lahaina Shores Resort in Lahaina, Maui; six days rental car; and excursions for two including a luau, helicopter tour and vineyard tour, plus a \$1,000 USD Visa Card. The Hawaii Trip has an approximate retail value: \$6500 USD. Departure on the Hawaii Trip must occur prior to October 31, 2020. The winner and travel companion must travel together. Airline carrier and hotel regulations and conditions apply. Stopovers are not permitted on the flight voucher issued and, if a stopover occurs, the Hawaii Trip will terminate at the stopover point and full fare will be charged for the remaining segments of the flight. Sponsor (or Sponsor's designee), in its sole discretion, will determine transportation. The Hawaii Trip Winner's requested travel dates must be provided to Sponsor a minimum of four weeks prior to the travel date. While Prize suppliers will make every effort to confirm reservations as requested, operational and/or market conditions may prevent them from doing so on the requested dates. Travel, event tickets and accommodations are subject to capacity controls, availability, blackout dates and other restrictions, all of which are subject to change at Sponsor's sole discretion. The approximate retail value varies depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. Any difference between stated approximate retail value and actual value of Prize will not be awarded.

All expenses not specified in these Official Rules as being included in the Hawaii Trip are the sole responsibility of the winner.

**Cash Surrender Value of Hawaii Trip.** The winner of the Hawaii Trip shall have the option of surrendering the trip for a single payment of \$2,000.00 USD.

**Announcing Winner of Hawaii Trip.** The winner of the Hawaii Trip will be announced at the CREATIVE MINDS CONFERENCE on or about June 15, 2020. In the event the winner of the Hawaii Trip is not in attendance at the Conference, Sponsor will attempt to notify the winner within **48 hours** of the CREATIVE MINDS CONFERENCE through the contact information for that Advisor on record with Sponsor. The winner of the Hawaii Trip will be required to sign the Prize Claim Documents. Sponsor is not responsible and shall have no liability for any inability of the winner to accept or use the Hawaii Trip for any reason [**including, without limitation, the inability of a winner to travel at the dates and times designated by Sponsor**].

Disqualification and the selection of an alternate winner will result from any of the following: (i) failure of a potential winner to execute and return the Prize Claim Documents or (ii) any other non-compliance with these Official Rules. In the event of such forfeiture the Hawaii Trip will be awarded to the Advisor with the next highest number of Points with the provisions herein for a tie applying to the Advisors tied for second place.

## **GENERAL PROVISIONS**

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

**Forfeiture of Prizes not Claimed.** Any portion of a Prize not accepted by the winner will be forfeited.

**Disqualification of Entrant.** Should Sponsor, determine, in its sole discretion, that any entrant has violated any of the provisions in these Official Rules, Sponsor shall have no obligation to award a Prize to such entrant. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be (i) tampering with the entry process or the operation of the Website; (ii) attempting to damage the Website or undermining the legitimate operation of the Website; (iii) acting in violation of these Official Rules or any federal or state, law, rule or regulation; or (iv) acting in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten or harass any other person. Should such an attempt be made, Sponsor reserves the right, in addition to the right to the right to disqualify such person, to seek damages and other remedies from any such person to the fullest extent permitted by law.

**Expenses Not Included.** All details and other restrictions of Prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.

**No Cash Redemptions or Substitutions.** No Prize is redeemable for cash or transferable except as provided in these Rules. No Prize substitutions are allowed except, at Sponsor's sole discretion, a Prize of equal or greater value may be substituted. No more than the advertised number of Prizes will be awarded.

**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 "Earnings" section of that Advisor's account on the Sponsor's 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 entrant, by entering this Promotion, 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 Promotion Entities have 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.

**Use of Information.** By accepting a Prize, each winner consents to and gives Sponsor and any other party authorized by Sponsor the unrestricted, absolute, perpetual, worldwide right and license, but not the obligation, (i) to use a winner’s name, address, photograph, likeness, voice, biographical and personal background information and statements, and without limitation, any notes, photograph, film or video or audio tape that may be taken of the winner or of such materials (the foregoing, collectively, the “Likeness”), without further compensation, consideration, review, approval or notice to the winner or to any third party and (ii) to reproduce, copy, modify, create derivative works of, display, perform, exhibit, distribute, transmit or broadcast, publicly or otherwise, or otherwise use and permit to be used the Likeness or any part thereof, whether alone or in combination with other materials (including, but not limited to, text, data, images, photographs, illustrations and graphics and video or audio segments of any nature), in any media or embodiment now known or hereafter developed (including, but not limited to, any format of any computer-based, internet-based, electronic, magnetic, digital, laser or optical-based media), in connection with any of Sponsor’s (or its designee’s) advertising, publicity, trade, sweepstake or contests, activities or materials (the “Promotional Materials”) for an unlimited number of times, except where prohibited by law.

**Right to Cancel.** Sponsor reserves the right to cancel or modify the Promotion (i) in the event the Promotion is challenged by any legal or regulatory authority, (ii) if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the security, fairness, integrity or proper conduct of the Promotion, as determined by Sponsor in its sole discretion, or (iii) if the Promotion is not capable of completion as planned for any reason which in the sole opinion of Sponsor, adversely affects the Promotion. In the event of such cancellation, termination, modification or suspension, a notice thereof will be posted at the Website, and the Draw winners will be determined solely by Sponsor in a random drawing among all eligible, non-suspect or non-disqualified Tickets earned prior to the termination or cancellation and Sponsor shall issue Visa Cards in the amounts indicated above to all Points earners for Points earned up to the time of such termination or cancellation. In such event, the Promotion Entities shall have no liability to any entrant who is disqualified due to such action.

**Refund of Conference Registration Fee.** If an Advisor wishes to cancel their Conference registration they may do so, in writing, via email to [CustomerService@creativememories.com](mailto:CustomerService@creativememories.com) at any time up to April 10, 2020 to receive a refund of the registration fee less a \$50 administrative fee. There will be no refunds for cancellations received after April 10, 2020, however, emails requesting transfer of a Conference registration to another Advisor will be accepted and processed up to May 30, 2020 subject to a \$50 administrative fee. In the event an Advisor registers for the Conference and is not at Level 2 by March 31, 2020, or is no longer an Active Advisor on March 31, 2020, a full refund of the registration will be processed in April with no administrative fee.

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



**Privacy.** Entry information may be shared with Sponsor’s Promotional Entities to the extent required for prize fulfillment purposes. 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 Entrant indemnifies and holds harmless the Promotion Entities 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, resulting in whole or in part, or arising from, directly or indirectly, or in connection with the Promotion or the award, acceptance, use, misuse, failure or inability to use, possession or loss of any Prizes or any Prize-related activity. Each Entrant releases Sponsor, the Promotion Entities and their owners, directors, managers, officers, employees and agents from any and all liability, known or unknown, fixed or contingent, for any loss, harm, damages, costs or expenses of any nature, including, without limitation, personal property and personal injury damages arising out of participation in the Promotion, Prize acceptance, use, misuse, failure or inability to use, loss or possession of any Prize, participation in any Prize-related activity and for all claims based on rights of publicity, personality, privacy or loss of enjoyment, moral rights, defamation or Prize delivery. Under no circumstances will entrant be permitted to obtain awards for, and each Entrant hereby waives all rights to claim, any punitive, indirect, incidental, consequential, exemplary, or any other damages, other than for actual out-of-pocket expenses. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, and in no event will any Entrant be entitled to receive attorneys’ fees or court costs. All causes of action arising out of or connected with this Promotion or the awarded Prizes shall be resolved individually, without resort to any form of class action. 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 OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION 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.

**Winners List.** Any legally required winners list may be obtained after the Conference and no later than **June 30, 2020** by sending a self-addressed, stamped envelope to: “CREATIVE MINDS CONFERENCE” Promotion, c/o CM Group Holdings, Inc., 640 60<sup>th</sup> Street South, St. Cloud, MN 56301. For a copy of the Official Rules, (i) print the web page or (ii) send a self-addressed, stamped envelope to: “CREATIVE MINDS CONFERENCE” Promotion, c/o CM Group Holdings, Inc., 640 60<sup>th</sup> Street South, St. Cloud, MN 56301. Vermont residents may omit

return postage on Official Rules requests. Requests received after the close of the Promotion Period will not be honored.

TM & © 2019, CM Group Holdings, Inc. and CM Canada Holdings Inc. All Rights Reserved.