

RISE TO SILVER INCENTIVE 2020 TERMS AND CONDITIONS

Terms and Conditions

- 1. This incentive is organised by Young Living Europe B.V (the 'Promoter').
- This incentive is designed for the lower ranks of the business. The qualifiers in Category 1 will never have attained the rank of (NEW) Executive. The qualifiers in Categories 2 and 3 will never have attained the rank of (NEW) Silver.
- 3. The promotion is open to permanent residents and citizens of Europe or Russia over the age of 18 (eighteen) years old who have agreed to the Distributor Agreement of Young Living Europe B.V.
- 4. By entering the promotion, all participants agree to be bound by these rules which will be interpreted by the promoter, whose decision regarding any dispute will be final and binding. The promoter reserves the right to amend, modify, change, postpone, suspend or cancel this promotion and any giveaways or any aspect thereof, without notice of any time, for any reason which the promoter reasonably deems necessary.
- 5. The qualification period for this incentive begins February 1, 2020, at 00:01 a.m. GMT and ends on April 30, 2020, at 23:59 p.m. BST. The beginning of the time zone is measured according to the Young Living EU-RU office in London.
- 6. Eligibility: Active distributors with residency of Europe or Russia who have agreed to the Young Living Europe B.V Distributor Agreement.
- Participants will be awarded according to the qualification criteria Category 1: Maintain (NEW) Executive for two months and rank up as a (NEW) Silver for one month. Category 2: Rank up as a (NEW) Silver for two consecutive months. Category 3: Rank up as a (NEW) Silver for three consecutive months.
- 8. The award is non-transferable, nor redeemable for cash or PV.
- Participant results will be checked for non-compliant behaviour which are set out in the Young Living Policies and Distributor Agreement. Non-compliant activity will be deemed invalid and will not count towards the awards in the incentive and may lead to further conduct measures.
- 10. No liability shall attach the promoter in relation to any claims, losses or any liabilities for any loss of profit or any other direct/indirect special or consequential loss arising out of any of the awards. Any awards shall be declared by the recipient for tax purposes.
- 11. The promoter may require the receivers of the awards to be identified, photographed and published in printed media or on social media when accepting their awards or after having received their awards. The promoter may use the uploaded images in whole or in part and any reproductions thereof for advertising, promotion, publicity or otherwise on any website for any media purpose and any other lawful purpose whatsoever.

All queries in connection with this award should be directed to <u>europeanrecognition@youngliving.com</u>.



FURTHER TERMS & CONDITIONS

1. Eligibility

Promotion is open to active Distributor and above Young Living members who are 'in good standing' with Young Living, who achieve the rank of Silver or above during the Promotional Period, are 18 years of age or older as of February 1, 2020 and who have their primary residential address (listed on their Member account) in Europe or Russia on February 1, 2020. New members must be able to provide proof of residency in Europe or Russia if requested. All results will be subject to audit before the final confirmation. Young Living B.V (Ltd) decision is final, and no correspondence will be entered into.

Children or babies are not permitted to attend this incentive.

2. General Prize Conditions

Young Living is not responsible for, and the winners will not receive the difference, if any, between the actual value of a Prize at the time of award and the Average Retail Value (ARV) stated in these Official Rules or in any Promotion-related correspondence or materials. All state and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with Prize acceptance and use not specified herein as being provided, are the winner's responsibility, regardless of whether the Prize is used in whole or in part. In no event will Young Living be responsible for awarding more than the Prizes stated herein. "Paid trip" for this Promotion, if applicable, will be limited to flights, lodging, selected ground transfers and selected meals provided to the winner by Young Living at Young Living's sole discretion. In the event there are not enough eligible Participants to award all Prizes, Young Living reserves the right to only award the number of Prizes as there are eligible Participants. Any Prizes not awarded after the Promotion Period may remain unawarded. Prize restrictions/conditions stated herein are not all-inclusive. Prizes are not transferrable or redeemable for cash, except that Young Living reserves the right, at Young Living's sole discretion, to substitute a prize (or portion thereof) for a prize of greater or equal value. Prizes are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose.

All expenses not stated herein as part of a Prize are the Prize winner's sole responsibility. A Prize will be forfeited if: 1) the winner is not available to travel on the dates specified for the Helichrysum incentive trips, or 2) the winner does not have the required travel documents by the date scheduled for the trip. Each winner is solely responsible for obtaining their flights and any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledge that Young Living has not and will not book, obtain or provide flights, travel insurance or any other form of insurance. Winners are bound by the terms and conditions of all airlines and other third-party service providers used in connection with the Prizes. Young Living is not responsible if tickets, etc. are lost, stolen, or misplaced by a Prize winner or guest and will not be replaced or re-booked if transportation is missed for any reason. Exact dates and locations are subject to change and are at the sole discretion of Young Living. Prize winners must possess all required travel documents.



Official Rules

Young Living shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. No refund or compensation will be made in the event of the cancellation or delay of any flight except at the sole discretion of Young Living. Travel Insurance is a requirement of all participants at Young Living events and attendees must ensure adequate coverage for cancellation and/or delayed travel services.

During the Promotion Period, participants may be audited on a regular basis to monitor compliance with the Young Living Policies and Procedures applicable to the Participants' jurisdiction ("Young Living's Policies and Procedures"), especially, but not limited to, those sections pertaining to advertising and promotions. Any violation of Young Living's Policies and Procedures will disqualify the participant from the Promotion in its entirety.

At Young Living's sole discretion, Young Living may contact any new enrollees or existing members in your downline to ensure the support component of this incentive has been met. Should Young Living find that support was not offered, Young Living reserves the right to remove awarded points.

Prizes are for one adult only. Joint memberships must decide who the qualifying attendee will be.

3. Prize Details

Helichrysum Seed to Seal Experience taking place June 13–14, 2020. Includes:
Event Ticket to Helichrysum Seed to Seal Experience
A visit to the Dalmatia Aromatic Farm
A visit to our Distillery and Distribution Centre
Seed to Seal Training Sessions
Delicious lunch included on June 13–14, 2020
Two nights' twin-share accommodation (incl. 2 breakfasts)
60 Euros towards 2 dinners
Special Recognition Gifts
Recognition at European Convention in September 2020
Qualification for the 2020 Silver Retreat* (*Category 3 qualifiers only)

Flights and airport transfers are not included in this promotion. It is the responsibility of the qualifier to book their flights. Please plan your flights to arrive on Friday, June 12 as the event commences Saturday[,] June 13 at 10 a.m. More information can be found here: <u>https://www.eventbrite.co.uk/e/helichrysum-seed-to-seal-experience-tickets-68268995403</u>

Transfers will be provided from the event to the Dalmatia Aromatic Farm, Distillery and Distribution Centre and back.



We will cover the costs of your accommodation from June 13–14, 2020 only. This includes two breakfasts. Lunch will also be included during the event on June 13–14, 2020 only. In addition, we will reimburse you with a total of 60 Euros towards the cost of two dinners. You will be reimbursed around 2 weeks after the event. Please mail in your receipts to <u>Europeanrecognition@youngliving.com</u> to get reimbursed.

4. Notification/Prize Acceptance

Prize winners will be selected following the conclusion of the Promotion Period, on or around May 7, 2020. Once the winners have been selected and Points have been totalled and verified following the conclusion of the Promotion Period.

On or around May 7, 2020, an email will be sent to the Participants who qualify for the Prizes.

Members must accept the travel invitation within five (5) business days of the announcement of the winners. Failure to respond to our email within by this time will be deemed a declination of the trip. This declination is non-reversible and similarly, acceptance of a Prize will be final. If a Participant declines the trip they will no longer qualify for any Prize and the Prize will be offered to the next qualifying Participant for that Prize.

5. Travel

Flight arrangements to the Helichrysum Seed to Seal Experience in Split, Croatia will be arranged at the sole discretion of the member.

All travel arrangements associated with the Prizes, once confirmed, are final and winning Participants are responsible for any and all fees associated with flight travel in any way.

All personal expenses incurred on the incentive trips are the responsibility of the winning Participant. Winning Participants will be required to provide their personal credit card or debit card to cover their own incidental expenses. Incidentals are not included within the Prizes for the Promotion.

6. Cancellation and Refunds; Force Majeure

Prize winners who cancel their attendance on the Rise to Silver incentive will not receive a refund for the value of their Prizes. Participants who cancel their attendance may be required by Young Living, in its sole discretion, to reimburse Young Living for any costs associated with cancelling their trip. Young Living will not compensate, in cash or kind, qualifiers who are unable to participate in the trip after accepting the trip. Travel insurance is available through our preferred travel agent, or other travel agents or insurance companies and must be purchased by the winning Participant at their own expense. Young Living will not be held responsible if the cancellation of the event occurs due to any of the following: extreme weather, natural disasters, strikes, picket lines, boycott efforts, fires, floods, accidents, war (whether declared), revolution, riots, insurrections, acts of God, acts of government.



7. License

By accepting a Prize, the respective winner consents to the use of his/her name, address (city and state/province of residence), voice and statements relating to the Promotion and Young Living, and photographs or other likeness, without further compensation, notification or permission in any publicity or advertising carried out by Young Living or any related entities in any media without territorial or time limitation, except where prohibited by law.

8. Limitations of Liability

Young Living and its affiliates, subsidiaries, parent companies, advertising and promotion agencies, printers, and judges involved in this promotion are not responsible for any inaccuracies in information which may be used in the promotion, for any technical or human error which may occur in the processing of entries, including data entered by Participants, any entry miscommunications such as technical failures related to computer, telephone, cable, and unavailable network or server connections, related technical failures, or other failures related to hardware, software, or virus, or incomplete, late, or misdirected entries. Any compromise to the fair and proper conduct of this promotion related to a computer virus or similar type of technical impairment that may affect the proper fairness, security, and administration of the promotion may result in the termination, amendment, or modification of the promotion or portion thereof at the sole discretion of Young Living. Young Living reserves the right, in its sole discretion, to void any entries of Participants whom Young Living believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this promotion or who acts in a non-sportsman like manner or with the intent to threaten or harass any other person.

By participating in the Promotion, Participants waive all rights to claim punitive, incidental and consequential damages, attorneys' fees, or any damages other than actual out-of-pocket costs or losses that may arise in connection with participation in the promotion or acceptance, possession, and use of any Prize. All causes of action arising out of or connected with this Promotion or any Prize awarded shall be resolved individually, without resort to any form of class action. Some jurisdictions may not allow certain limitations on damages or the ability to seek damages through a class action, so some of these restrictions may not apply to you.

9. Other Rules and Regulations

If aspects of the Prizes change that are beyond the control of Young Living, neither Young Living nor any other promotional partners furnishing Prizes, will be liable or responsible for any such changes and Young Living reserves the right to substitute a prize of equivalent or greater value, at Young Living's sole and absolute discretion, if, for any reason, all or any portion of a Prize, as described herein, are or become unavailable. No transfer of a Prize to a third party is permitted. By accepting a Prize, Prize winners agree that Young Living shall not be liable for any injuries, damages, or losses of any kind resulting from or in connection with the awarding, acceptance, possession, or use of the Prize or any aspects or parts thereof.



Young Living will be the final arbiter of all rule interpretations and qualification determinations and such decisions will be final. If necessary, to clarify questions in the rules or interpretations thereof, Young Living may amend these rules by publishing a new version of the rules. Where applicable, Prizes will be reported as income on the winners' annual tax form. Prize winners will be responsible for paying all taxes on any Prizes and/or subsidy or subsidies granted by Young Living. Young Living reserves the right to suspend or terminate this Promotion, without notice, for any reason or no reason, in its sole discretion. Employees of Young Living and its associated entities and their spouses and immediate family members are not eligible to participate in this Promotion. This Promotion is void where prohibited by law. All Participants who qualify will be subject to auditing or verification of their points totals.

By participating in the Promotion, you:

(i) acknowledge compliance with these Promotion Rules including all eligibility requirements,(ii) warrant that any information you provide in connection with this Promotion is true and accurate, and

(iii) agree to be bound by the decisions of Young Living which shall be final and binding in all matters relating to this Promotion. Participants who have not complied with these Promotion Rules are subject to disqualification.

In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in other Promotion materials (including, without limitation, any point of sale, online or print advertising), the details of the Promotion as outlined in these Official Rules shall prevail. Young Living's failure to or decision not to enforce any provision in these Official Rules will not constitute a waiver of that or any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.