

TERMS & CONDITIONS (T&Cs)

Qualification Period: 1st February – 31st May 2021

<u>CONDITIONS</u>

- The Promotion Period begins 1st February 2021, at 12:01 a.m. AEST and ends 31st May 2021, at 11:59 p.m. AEST, according to the time zone applicable to the sponsor's office in which the Promotion is being sponsored (the "Promotion Period"). Young Living's method of timekeeping is the official time clock for the Promotion and is final and undisputable. Winners will be selected after the Promotion Period, based on the number of points earned. Rank is based on the ranking system outlined in the Young Living Compensation Plan.
- All qualifying members are required to participate in all official YL events and activities throughout the Escape.
- IMPORTANT: As this is a business event with several activities, it is not suited to children. Breastfeeding infants can attend.
 - Please note that where applicable all associated costs and care of any attending child, will be at the responsibility of the qualifying membership. This includes, but is not limited to:
 - Full responsibility for any infant's attendance; including prams, baby seats, dietary needs etc.
 - Additional accommodation and flight costs, Kid's Clubs or childminding services, food, travel and any extracurricular planned activities.
- The Prize, set by Young Living Australia, will be effective 8-12th September 2021 and cannot be changed by the qualifying member(s). In the event the trip is delayed, new trip dates apply.
- The Prize is non-transferable and only qualifying members listed on the member account are eligible to attend. In the event that any qualifying member(s) of The Prize are unable to travel, for any reason, the rights to 'The Prize' will return to Young Living Australia for reallocation or otherwise at their sole discretion.
- If a Member is unable to attend the current Young Living Escape for circumstances beyond their control, they are required to notify Young Living in writing at corporateeventsau@youngliving.com.au.
- Qualifying Members give permission for the Organiser to use any photos and videos taken on the Escape for promotional purposes, unless otherwise agreed upon.
- Qualification requirements may not be transferred or combined with other Member organisations. Young Living Escape is non-transferrable and the reward must be redeemed during the designated trip dates. The prize may not be deferred.



- YL ESCAPE TOP END 8-12 SEPTEMBER, 2021
- Only Young Living business activity in the Australian and New Zealand markets will contribute to the qualification criteria.
- By participating in YL Escape Top End 2021, Participants acknowledge and accept that their name may be publicly displayed on the 'leader board'.
- Each Member's membership is limited to one Young Living Escape with the membership deciding who the attending member is. Any extra adult/life partner/spouse/husband/wife can be added with the understanding that the airfare component is the responsibly of the membership.
- The extra adult, if not listed on the membership, must be a life-partner, husband, wife or a significant other. Other YL' accounts holders including, your team members, crossline team, sibling members or otherwise, must qualify themselves based on the requirements and are not eligible to partake as the qualifying member's 'extra adult'.
- Young Living Australia & New Zealand reserve the right to discern the validity of the additional adult included in the prize.
- Winning Members will be solely responsible for making their own visa arrangements and organising the compulsory travel insurance for their travel.
- Members must be in good standing with Young Living to participate in the Escape.
- Members who sell their membership, resign, are in any way no longer registered active Members or have been suspended from activity at any time up to and including the dates of the YL Escape, will no longer be eligible for YL Escape. The rights to YL Escape will return to the Organisers to be dealt with at the Organiser's sole discretion.
- The Young Living Escape 'Fair Play' policy applies to all qualifying criteria. A Member must engage in 'genuine' business activities that consist of sales and/or enrolling with the purpose of developing a sustainable business. Any misuse or gaming of qualifications including but not limited to; non-genuine enrolling, gifted enrolling, stockpiling or the like may be deemed outside of 'fair-play'. Points accumulated by such may not count or be attributed to fulfilling the criteria and may render member ineligible, whereby they forfeit their right to participate.
- Young Living reserves the right to vary the competition rules at its discretion without notice.
- Though most unlikely, Young Living reserves the right to cap attendance. Notice of which will be provided, if required, well into the qualification period.
- All results will be subject to an audit before final confirmation. Only upon confirmation from Young Living should any member advertise their winning position or claim on any prize.
- All decisions relating to the competition are at the sole discretion of the Organisers, Young Living Australasia PTY LTD, PO BOX 7707, Baulkham Hills, NSW, 2153, Australia. All decisions are final and no correspondence will be entered into.



The Finer Print

TERMS & 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 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 or achieved Participants as per the minimum qualification criteria. 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 equivalent 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.
- 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 and their travel companions must travel together on the same itinerary and possess all required travel documents, including correct travel visas. Airline tickets are non-refundable and non-transferable. Prize winners will not receive cash or any other form of compensation if actual travel costs are less than the ARVs stated in these Official Rules.
- Young Living shall not be responsible for any conditions, requirements, 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 changed conditions or requirements by transportation companies, nor relating to 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 's 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.



• Young Living may also contact all new enrollees to ensure the veracity of the enrolment. Any new members who were unaware they were enrolled will be removed from the qualifier's points.

Notification / Prize Acceptance

- Prize winners will be verified following the conclusion of the Promotion Period on or around June 28th. Prize winners will be available on Virtual Office (YoungLiving.com.au/YoungLiving.co.nz) once the qualifiers points have been totalled and verified following the conclusion of the Promotion Period.
- On or around the 28th June 2021, an email will be sent to the Participants who qualify for the Prize. Members must accept the travel invitation in writing five (5) business days from 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.

Travel

- Travel arrangements beyond those listed in The Prize are at the qualifying member's own expense.
- All travel arrangements must be finalised and booked at least thirty (30) days prior to the scheduled flight departure date to the start of the Young Living Escape Incentive Trip. All travel arrangements associated with the Prizes, once confirmed, are final and winning Participants are responsible for any and all fees associated with changing travel in any way. Additional luggage fees and other expenses are also solely the responsibility of the winning Participant.
- All personal expenses incurred on the Young Living Escape Incentive Trip are the responsibility of the winning Participant. Winning Participants will be required to provide their own personal credit card or debit card to cover their own incidental expenses. Incidentals are not included within the Prizes for the Promotion.
- All qualifiers must depart their nearest capital city airport on the scheduled dates and times as prescribed by Young Living. Extending travel beyond the conclusion date and time of the event are to be organised by the member, at their own expense and subject to fare and ticketing rules as provided by the event carrier airline. These fees may include fare class upgrades, date change fees, reissue fees and taxes as charged by the carriers.

Force Majeure

• Prize winners who cancel their attendance at any Prize trip or event will not receive a refund for the value of their Prizes. Prize winners 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. Young Living will not be held



responsible if cancellation of the event occurs due to any circumstance outside of its control, including but not limited to COVID-19 restrictions on travel, health registrations, extreme weather, natural disasters, strikes, picket lines, boycott efforts, fires, floods, accidents, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the Australia), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labour, epidemics or pandemics or other causes that are reasonably beyond the control of Young Living. In the case of such events, Young Living may provide a cash prize of equivalent value at its sole discretion.

• Young Living will not be held responsible if cancellation of the event occurs due to any of the following, but not limited to: extreme weather, natural disasters, strikes, picket lines, boycott efforts, fires, floods, accidents, war (whether declared), revolution, riots, insurrections, acts of God, acts of Government.

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/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 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.

Other Rules & 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 point totals.

By participating in the Promotion, you:

- Confirm that you have thoroughly read, understood and acknowledge all of the stated criteria, terms, conditions and FAQs.
- Acknowledge compliance with these Promotion Rules including all eligibility requirements,
- Warrant that any information you provide in connection with this Promotion is true and accurate and
- 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 set forth 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.