



## Young Living 2023 APAC Convention Hong Kong and Macau Contest

Note: Please read and understand the terms below before joining the Contest

### **Contest Rules:**

#### **Program Details**

The Young Living 2023 APAC Convention Hong Kong and Macau Contest (“**Contest**”) is organized by Young Living Hong Kong Ltd. located at 20/F, Soundwill Plaza II Midtown, 1 Tang Lung Street, Causeway Bay, Hong Kong (“**Young Living**”). The Contest begins on November 1, 2022, at 12:01 a.m. HKT and ends on January 31, 2023, at 11:59 p.m. HKT (“**Contest Period**”). Young Living’s method of timekeeping is the official time clock for the Contest and is final and undisputable. Qualifiers will be selected after the Contest Period, based on the pre-determined criteria listed below and the membership rank of each eligible Young Living brand partner. Rank is based on the ranking system outlined in the Young Living Compensation Plan.

#### **Eligibility**

Only Young Living Hong Kong and Macau active brand partners are eligible to participate in the Contest. Those who achieve Brand Partner to Royal Crown Diamond during the Contest Period must: (i) be 18 years old or above as of October 31, 2022; (ii) hold a valid Hong Kong or Macau Permanent Identity Card or resident certificate; and (iii) have their main billing address (listed under brand partner account) in Hong Kong or Macau Special Administrative Region. The Contest does not include all brand partners of other countries and is not valid in countries that are prohibited. Active brand partners generally refer to brand partners who have purchased products of at least 50PV in the past 12 months and signed Young Living Membership Agreement.

#### **How to Enter**

No registration is needed within the Contest Period. However, all participants must activate the leaderboard by January 31, 2023 to be eligible to redeem the prizes.



## How to Earn Points

### SUMMARY CRITERIA MATRIX

| CRITERIA   | ENROLLMENT | RANK<br>ADVANCED<br>(First-Time<br>during the<br>Contest Period) | MAINTAIN<br>(Each additional<br>month during the<br>Contest Period) |
|--|------------|--|---|
| <b>1. PERSONAL ENROLMENTS</b>  |            |  |   |
| Enrollment order<br>Standard or Essential Rewards order of<br>100PV+ (Month 1 only)        | 2 points   | -  | -   |
| Enrollee additional orders<br>Essential Rewards order of 100PV+ (in Month<br>2 or Month 3) | -          | -  | 1 point   |
| <b>2. PERSONAL ENROLLEE RANK ADVANCEMENT</b>   |            |  |   |
| Assist your enrollee to rank advance to STAR   | -          | 2 points   | 1 point   |
| Assist your enrollee to rank advance to SENIOR<br>STAR                                     | -          | 4 points   | 2 points  |
| Assist your enrollee to rank advance to<br>EXECUTIVE                                       | -          | 12 points  | 6 points  |
| Assist your enrollee to rank advance to SILVER   | -          | 20 points  | 10 points   |
| <b>3. YOUR PERSONAL RANK ADVANCEMENT</b>   |            |  |   |
| Your rank advance to STAR for the first time   | -          | 2 points   | 1 point   |
| Your rank advance to SENIOR STAR for the first<br>time                                     | -          | 4 points   | 2 points  |
| Your rank advance to EXECUTIVE OR ABOVE<br>for the first time                              | -          | 12 points  | 6 points  |

Points are calculated and updated three times a week. Points related to rank up behaviors will be calculated on a monthly basis, estimated to be on or about the 20th of each month, and may be reflected on the leaderboard. By participating in this Contest, participants acknowledge and accept that this information and their names may be publicly displayed on a leaderboard. Young Living brand partners who do not wish to participate in the Contest may opt-out and have their names removed from the leaderboard by contacting Member Services. Participants may not transfer their points to another person. All points will expire after the Contest Period has ended. Points cannot be redeemed for any other Young Living event, program, or product. Points have no cash value and cannot be redeemed or refunded as such. Points earned through backdating will be handled on a



case-by-case basis. Returns or exchanges of products that lead to points being earned or changes in rank through product returns or exchanges may result in the corresponding points being forfeited.

### How to Win Prizes

The participants with the highest number of points AND fulfilling the additional requirements will each qualify to win prizes, depending on their rank among the highest point earners. Prizes will be awarded to participants who reach certain point thresholds during the Contest Period.

In the event of a tie between one or more participants for any prize, Young Living will follow a tie breaker analysis, involving all point categories and how many of each point category occurred. For example, if two individuals were tied for the same spot on the leaderboard, the participant would be awarded according to the following sequence with the greater count of point: 1) Personally enrolled first-time Essential Rewards orders. 2) Personal enrollee rank advancement. 3) Personal rank advancement. Young Living reserves the right to award additional prizes to any participant for any reason, at its sole discretion, and regardless of the number of any points earned.

### Prizes

Rewards are given to qualifiers based on the categories and respective reward conditions listed below. The qualifiers’ primary billing addresses must be Hong Kong or Macau addresses throughout the Contest Period. Other parties are not allowed to take this trip as companions, except for owners of each membership.

All participants must maintain a minimum monthly 100PV (Essential Rewards) order between November 2022 to January 2023, inclusive, to be eligible to redeem the prizes. All reward qualifiers must personally enroll a minimum of six (6) Young Living brand partners (Hong Kong and Macau) during the Contest Period who place a Qualifying Order during the Contest Period.

| Tier   | Rank          | Rewards  |
|--|---------------|--|
| <b>Rewards Qualifiers Tier 4 (20 points)</b> | Rank 81 – 180 | <ul style="list-style-type: none"> <li>Event Ticket reimbursement</li> </ul> Approximate Retail Value (“ARV”): HKD1,500                          |
| <b>Rewards Qualifiers Tier 3 (30 points)</b> | Rank 31 – 80  | <ul style="list-style-type: none"> <li>Event Ticket + Flight ticket reimbursement</li> </ul> Approximate Retail Value (“ARV”): HKD4,700          |
| <b>Rewards Qualifiers Tier 2 (40 points)</b> | Rank 11 – 30  | <ul style="list-style-type: none"> <li>Event Ticket + Hotel reimbursement</li> </ul> Approximate Retail Value (“ARV”): HKD7,800                  |
| <b>Rewards Qualifiers Tier 1 (40 points)</b> | Top 1 – 10    | <ul style="list-style-type: none"> <li>Event Ticket + Flight ticket + Hotel reimbursement</li> </ul> Approximate Retail Value (“ARV”): HKD12,500 |



### **^Additional Requirements to win Tier 1 to Tier 4 prizes (Total 180 qualifiers)**

Participants who can fulfill ALL the requirements as listed below during the Contest Period, will qualify for the corresponding prizes.

1. Participants must attend the 2023 APAC Convention which will be held in Singapore during March 16-19, 2023
2. Participants must personally enroll a minimum of six (6) Young Living brand partners (Hong Kong and Macau) during the Contest Period who place a Qualifying Order during the Contest Period
3. Participants must have at least achieved the rank of Executive or above in January 2023
4. Participants must increase their Starting Rank (paid rank in August 2022) baseline OGV\* by a minimum of:
  - Distributor, Star or Senior Star: 3,000
  - Executive: 4,000
  - Silver: 5,000
  - Gold and above: 12,000

### **\* Definition of Qualifying Order**

All participants must maintain a minimum monthly 100PV (Essential Rewards) order between November 2022 to January 2023, inclusive, to be eligible to redeem the prizes.

### **\*Definition of OGV growth goal**

*Baseline OGV (June 2022 + July 2022 + August 2022) as BOGV*

*VS Qualifying OGV (November 2022 + December 2022 + January 2023) as QOGV*

### **General Prize Conditions**

Young Living is not responsible for, and the qualifiers will not receive the difference, if any, between the current value of a prize at the time of the award and the approximate retail value ("ARV") indicated in these Contest Rules or in any promotion-related correspondence or materials. The prizes for this Contest, if applicable, will be limited to event ticket, flight ticket, hotel accommodation reimbursement provided to the qualifier by Young Living at its sole and absolute discretion. In the absence of sufficient eligible participants to award all qualifiers, Young Living reserves the right to award only the number of rewards according to eligible participants. Any rewards not awarded after the Contest Period may be left unawarded. The prize restrictions/conditions set forth herein are not



inclusive. Rewards are non-transferable and cannot be redeemed for cash, except that Young Living reserves the right, at its discretion, to substitute a prize (or a portion thereof) for a prize of equal or greater value. The rewards are awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, but not limited to, any implied warranties of merchantability and for any other particular purpose.

All expenses not indicated herein as part of a prize are at the sole responsibility of the qualifiers. A prize will be forfeited if the qualifier is not available to travel on the dates specified for the 2023 APAC Convention. Qualifiers agree to accept the terms and conditions of all third-party service providers used in connection with the rewards. Exact dates and locations are subject to change at Young Living's discretion.

All qualifiers will not receive cash or any other form of compensation if the current rewards costs are less than the ARVs indicated in these Contest Rules. Young Living shall not be liable for any cancellation, delay, diversion or substitutions or any other fact or omission in any way by other carriers or any other person providing any of these required services and accommodation.

During the Contest Period, participants may be regularly audited to monitor their compliance with the Young Living Policies and Procedures applicable to the participant's jurisdiction ("**Young Living Policies and Procedures**"), including but not limited to, those sections belonging to advertising and promotions. Any violation of Young Living's Policies and Procedures will disqualify the participants in its entirety. Young Living reserves all rights to adjust the mechanics or criteria of the trip within the Contest Period and decide on qualifiers after auditing results.

### **Notification/Reward Acceptance**

The qualifiers will be selected after the end of the Contest Period or before February 24, 2023. The qualifiers' names will be available on Young Living website of your market once the qualifier has been selected and all qualification goals have been completed and verified.

The cash reimbursement prizes will be rewarded in May 2023 and only apply to the qualifiers who personally attended the 2023 APAC Convention and have satisfied all the criteria stated herein above.

On or before February 24, 2023, emails will be sent to the qualifiers who are eligible for the rewards containing the acceptance links where the qualifiers must accept or decline the prizes and complete a reimbursement form by March 31, 2023 at 11:59 p.m., HKT. Failure to respond to the acceptance email via the link within this period will be considered as a reward rejection. This rejection cannot be reversed and in a similar way, acceptance of the prizes will be final. If a qualifier rejects the rewards, he/she will no longer be eligible for any prize.



### **Reimbursement Arrangement**

If qualifiers wish to seek reimbursement claim for their own event tickets, air tickets or hotel accommodation, they must retain all the relevant payment receipts and/or supporting documents under the qualifiers' names as registered in their accounts and submit such documentation to Young Living. Young Living may request for any additional document(s) for the aforesaid purpose. Travel costs incurred between a qualifier's home and the destination are at the qualifier's own expense. Luggage fees and other expenses are also solely the responsibility of the qualifiers.

All qualifiers need to fill out the "Reimbursement Form" after the 2023 APAC Convention to [hksalesteam@youngliving.com](mailto:hksalesteam@youngliving.com) along with all relevant receipts and/or supporting documents on or before April 7, 2023. The reimbursement amount will be paid out to qualifiers within 60 days from the date of all relevant receipts and/or supporting documents received by Young Living.

Young Living will reimburse the qualifiers up to and including the actual total cost spent by the qualifiers only, as evidenced by all relevant receipts and/or supporting documents. If the actual total cost incurred by the qualifiers is lower or higher than the ARVs of each tier, the qualifiers will NOT be entitled to receive the difference between the actual total cost incurred and the ARVs stated herein above.

All personal expenses incurred on the event are the responsibility of the qualifiers. Qualifiers will be required to provide their own personal credit card or debit card to cover their own incidental expenses. Incidentals are not included in the prizes for the event. Travel insurance must be purchased by the qualifiers at their own expense.

### **Cancellation and Refunds; Force Majeure**

Young Living will not be liable or held responsible in the event of cancellation of the Contest or if delivery of a prize is prevented or delayed due to any of the following: strikes, picket lines, boycott efforts, fires, floods, accidents, pandemics, global health warnings, outbreak, war (whether or not declared), revolution, riots, insurrections, acts of God, acts of government (including, without limitation, any agency or department of the United States of America and local authorities), acts of the public enemy, scarcity or rationing of gasoline or other fuel or vital products, inability to obtain materials or labor, or other causes that are beyond the reasonable control of Young Living. Young Living may, at its sole and absolute discretion, substitute the rewards with cash prizes, product prizes or any other prizes as determined by Young Living from time to time.

If the qualifier is officially tested COVID-19 positive and not able to attend the 2023 APAC Convention, Young Living may, at its sole and absolute discretion, reimburse the qualifier up to 50% on the non-refundable payments which have been incurred by the qualifier (for example, non-



refundable event tickets, air tickets or hotel accommodation), provided that the qualifier is able to submit the relevant receipts, test results and/or supporting documents to Young Living.

### **Authorization**

By participating in the Contest and accepting the rewards, the qualifiers approve the use of his or her name, address (city and state/province), voice and statements relating to the Contest and Young Living, as well as photographs or other likeness without receiving additional compensation, notice or permission, in any publicity or advertising conducted by Young Living or any related entity in any media without time or territorial limitation, except where prohibited by law.

### **Limitations of Liability**

Young Living and its affiliates, subsidiaries or parent company are not responsible for any inaccuracies in the information that may be used in the Contest, for any error technical or human errors that may occur in the processing of entries, including data entered by participants, any communication failures such as technical errors related to computers, telephones, cables and unavailable networks or connections of servers, related technical failures, or other failures related to the computer, software, or viruses or incomplete, late, or misdirected entries. Any compromise with the fair and appropriate conduct of the Contest related to a computer virus or similar type of technical impairment that may affect the appropriate impartiality, security and administration of the Contest may result in the termination or modification of the Contest or any part thereof at Young Living's sole discretion. Young Living reserves the right, at its sole discretion, to void any entry by participants whom Young Living deems to have breached or harmed the administration, security, impartiality or proper development of the Contest or that does not act in an honorable manner or that acts with the intent to threaten or harass any other person.

By participating in the Contest, participants waive all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual costs or losses that may arise as a result of participation in the Contest, acceptance, possession and/or use of any prize.

Participants shall defend, indemnify and hold harmless Young Living from any action, suit, damages, costs or expenses (including reasonable attorney fees) arising from or in connection with any claim that the information or material provided to Young Living hereinunder which infringes any copyright, trademark, industrial designs, patent or any other intellectual property rights of any third party.

All causes of action arising out of or relating to the Contest or any prize awarded shall be resolved individually, without recourse to any form of class actions. Some jurisdictions may not allow certain limitations of damages or liability to seek damages through class actions, therefore some of these restrictions may not apply.



## Other Rules and Regulations

Each prize qualifier will be responsible for all applicable taxes on his or her prize, whether or not the prize is used, unless he or she refuses to accept a prize at the time it is presented. Where applicable, the qualifier will have the fair market value of the accepted prize reported on an applicable tax form. If certain aspects of the prize change and are not under the control of Young Living, or if for any reason, all or any part of the prize is or becomes unavailable, Young Living will not be liable or responsible for any such changes and Young Living reserves the right to substitute a prize equivalent or greater value, at Young Living's sole and absolute discretion. No transfer of prize to a third party is allowed. By accepting the prize, the prize qualifiers agree that Young Living shall not be liable for any injury, damage or loss of any kind resulting from or in connection with the award, acceptance, possession or use of the prize or any part or aspect thereof.

Young Living shall be the final arbiter of the interpretation of the rules and of the qualification determinations and such decisions shall be final. Where applicable, the prizes will be reported as income in the qualifier's annual tax form. Prize qualifiers will be responsible for the payment of all taxes for any prize and/or the grant or subsidies awarded by Young Living. Young Living reserves the right to suspend or terminate the Contest without notice, for any reason if it deems necessary, at its sole and absolute discretion. Young Living employees and their associated entities and their spouses and immediate family brand partners are not eligible to participate in the Contest. The Contest is void where prohibited by law.

By participating in the Contest, the participants: (i) acknowledge compliance with these Contest Rules including all eligibility requirements, (ii) warrant that any information the participants provide in connection with the Contest is true and accurate, (iii) agrees to abide and be bound by Young Living's decisions, which will be final and binding on all matters relating to the Contest, and (iv) agree and consent to the collection, use and processing of their personal data pursuant to the applicable laws prescribed in accordance with the terms under the Contest Rules. Participants who do not comply with the Contest Rules and Young Living's Policies and Procedures are subject to disqualification.

The Contest is subject to all applicable laws of Hong Kong. All matters and questions relating to the construction, validity, interpretation and enforceability of these Contest Rules, or the rights and obligations of the participants and Young Living in connection with the Contest shall be governed by and interpreted in accordance with the substantive legislation of the courts in Hong Kong without regard to conflicts of law principles. All participants agree to submit to the jurisdiction of the courts of Hong Kong.

In the event of any conflict with any details of the Contest details contained in these Contest Rules and contest details contained in other promotional materials (including, but not limited to, any point





of sale, online or printed advertising), the details of the Contest as set forth in these Contest Rules shall prevail.

Failure by Young Living or the decision not to enforce any provision of these Contest Rules shall not constitute a waiver of that or any other clause. In the event that any provision is found to be invalid or unenforceable or otherwise unlawful, these Contest Rules shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal clause is not contained herein. In the event of any conflict, discrepancy, or inconsistency between the English and Chinese language versions of these Contest Rules, the English language version shall prevail.