Young Living Hong Kong and Macau B.A.L.I Incentive Trip 2021 Contest ("Contest") Young Living 香港及澳門 B.A.L.I 獎賞之旅 2021 比賽(比賽)活動細則

- *Please read and understand the terms below before deciding to join the Contest
- *決定參加比賽前請先詳閱及了解以下條款

Contest Rules:

Program Details

The Young Living Hong Kong and Macau B.A.L.I Incentive Trip 2021 Contest ("Contest") is organized by Young Living Hong Kong Ltd. ("Young Living"). The Contest begins on November 1, 2020, at 12:01 a.m. HKT and ends on February 28, 2021, 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. Winners will be selected after the Contest Period, based on the pre-determined criteria listed below and the membership rank of each eligible Young Living member. Rank is based on the ranking system outlined in the Young Living Compensation Plan.

活動規則

活動詳情:

Young Living 香港及澳門 B.A.L.I 獎賞之旅 2021 (「獎賞之旅」) 是由 Young Living Hong Kong Limited (「Young Living」) 舉辦。比賽自 2020 年 11 月 1 日 香港時間凌晨零時零一分開始。至 2021 年 2 月 28 日 香港時間晚間 11 時 59 分截止。 Young Living 比賽的計時方式依全國標準時間 為準,此為最終依據且無可爭議。 在比賽結束後,將依據下列之預定標準,與每位合格會員的級別,選出得獎者。 聘階等級依據《Young Living 銷售獎勵計劃》分級。

Eligibility

Only Young Living Hong Kong and Macau active members are eligible to participate in the Contest. Those achieving Distributor to Royal Crown Diamond during the Contest Period must: (i) be 18 years old or above by November 1, 2020; (ii) hold a valid Hong Kong or Macau Permanent Identity Card or resident certificate; (iii) have their main billing address (listed under member account) in Hong Kong or Macau Special Administrative Region. The Contest does not include all members of other countries and is not valid in countries that are prohibited. Active members generally refer to members who have purchased products of at least 50PV in the past 12 months and signed Young Living Membership Agreement.

參加資格

只有 Young Living 香港及澳門活躍會員符合參加比賽資格。於比賽期間達到經銷商(Distributor)至皇家皇冠鑽石級的會員,必須(i)於 2020 年 11 月 1 日或之前年滿 18 歲或以上、(ii)持有有效香港或澳門永久性居民身份證或居民證明文件、及(iii)主要的賬單地址(列於會員賬戶下)位於香港或澳門特別行政區。此比賽不包括其他國家的所有會員,且在禁止的國家中為無效。活躍會員泛指在過去 12 個月內購買至少 50PV 產品,並已簽署 Young Living 會員協議之會員。

How to Enter and Win

All entries must be submitted within the Contest Period. Young Living's method of timekeeping is the official time clock for the Contest and is final and undisputable. Please fill in the Google form prepared by Young Living for participation in the Contest.

Participants who can fulfill ALL the requirements as listed below during the Contest Period, will qualify for the Trip. The competing rank is based on the member's paid as rank in September 2020. Members are classified into 2 major groups to compete for a spot of the Trip, according to their Baseline Rank categories:

Category 1 – Distributor to Executive

Category 2 – Silver or above

Definition of OGV growth goal

Baseline OGV (June + July + August + September 2020) as BOGV

VS Qualifying OGV (November 2020 + December 2020 + January 2021 + February 2021) as QOGV

Category 1 — Distributor to Executive

- 1. Achieves Paid Rank of Silver or above in February 2021
- 2. Personally enroll at least 1 new member with 100PV each month during the Contest Period AND enroll total 8 new members during the Contest Period
- 3. Achieves total 13,000 QOGV growth comparing to BOGV during the Contest Period (*Maximum roll up qualification OGV 5,000 per qualifier leg)

Qualifier reward: 1 person from that membership will qualify for the Trip (shared room)

If the Member:

- 1. Achieves Paid Rank of Silver or above in February 2021
- 2. Personally enroll at least 1 new member with 100PV each month during the Contest Period AND enroll total 8 new members during the Contest Period
- 3. Achieves total 16,000 QOGV growth comparing to BOGV during the Contest Period (*Maximum roll up qualification OGV 5,000 per qualifier leg)

High Achiever rewards: 1 person from that membership will qualify for the Trip (shared room) + Special Bali adventure

Category 2 — Silver or above

- 1. Maintains Paid Rank of Silver or above throughout the Contest Period
- 2. Personally enroll at least 1 new member with 100PV each month during the Contest Period AND enroll total 8 new members during the Contest Period
- 3. Achieves total 34,000 QOGV growth comparing to BOGV during the Contest Period

4. Has 2 Category 1 qualifiers from non - Silver leg with September 2020 organization structure

Qualifier reward: 1 person from that membership will qualify for the Trip (shared room)

If the Member:

- 1. Maintain Paid Rank of Silver or above throughout the Contest Period
- 2. Personally enroll at least 1 new member with 100PV each month during the Contest Period AND enroll total 8 new members during the Contest Period
- 3. Achieves total 36,000 QOGV growth comparing to BOGV in the Contest Period
- 4. Has 2 Category 1 high-achiever qualifiers from non Silver leg with September 2020 organization structure

High Achiever rewards: 1 person from that membership will qualify for the Trip (shared room) + Special Bali adventure

*If 2019 – 2020 Bali incentive trip qualifiers qualify again in 2021 Bali incentive Trip ("2-year-in-a-row qualifier) can earn a surprise prize and unique recognition and bring ONE guest (The guest MUST BE age 18 years old or above) to the Trip.

**To be qualified for the Trip, all Category 1 Qualifier must attend Opportunity Training which will be organized by Young Living on March 2021 before the Trip. All Category 2 Qualifier must attend Busines Training which will be organized by Young Living on January 2021 before the Trip.

如何參加及贏得獎項

必須先登記才可以參加比賽。Young Living 比賽的計時方式依全國標準時間為準,此為最終依據且 無可爭議。 登記請填寫 Young Living 的 Google 表單。

如何贏得獎項

於比賽期間完成下列全部要求之參加者,將可取得資格參加本獎勵旅遊。比賽聘階依據會員 2020 年 9 月的佣金級別。起步級別為會員 2020 年 9 月份的佣金支付級別。按照起步級別,會員將會 被分為兩大組別,競逐獎賞之旅席位:

組別1一經銷商至總監級

組別2-銀級或以上

業績成長(OGV成長)

BOGV 為基準 OGV (2020年6月+7月+8月+9月)

對 QOGV 為合格 OGV (2020 年 11 月+12 月+2021 年 1 月+2 月)

組別1-經銷商至總監級

- 1. 於 2021 年 2 月佣金支付級別達至銀級或以上
- 2. 於比賽期間,每個月至少推薦 1 位新會員並購買至少 100PV,並於整個比賽期間推薦共 8 位新會員。
- 3. 比賽月份共達到 13,000 組織銷售業績的增長(對比基準 OGV)(*如果其下線有合資格者,只會計算整條線的最多 5,000 OGV)

獎賞:每個會員帳戶將可獲得1個獎賞之旅名額(佔半房)

如果該會員:

- 1. 於 2021 年 2 月佣金支付級別達至銀級或以上
- 2. 於比賽期間,每個月至少推薦 1 位新會員並購買至少 100PV,並於整個比賽期間推薦共 8 位新會員。
- 3. 比賽月份共達到 16,000 組織銷售業績的增長(對比基準 OGV)(*如果其下線有合資格者,只會計算整條線的最多 5,000 OGV)

升級獎賞:每個會員帳戶將可獲得1個獎賞之旅名額(佔半房)、峇里島特別體驗

組別2-銀級或以上

- 1. 於 2020 年 11 月至 2021 年 2 月的比賽期中,維持佣金支付級別達至銀級或以上
- 2. 於比賽期間,每個月至少推薦 1 位新會員並購買至少 100PV,並於整個比賽期間推薦共 8 位新會員。
- 3. 比賽月份共達到 34,000 組織銷售業績的增長(對比基準 OGV)
- 4. 於非銀級下線組織中出現 2 位組別 1 的合資格者 (以 2020 年 9 月團隊架構為基準)

獎賞:每個會員帳戶將可獲得1個獎賞之旅名額(佔半房)

如果該會員:

- 1. 於 2020 年 11 月至 2021 年 2 月的達標期中,維持佣金支付級別達至銀級或以上
- 2. 於比賽期間,每個月至少推薦 1 位新會員並購買至少 100PV,並於整個比賽期間推薦共 8 位新會員。
- 3. 比賽月份共達到 36,000 組織銷售業績的增長(對比基準 OGV)
- 4. 於非銀級下線組織中出現 2 位組別 1 的升級獎賞合資格者 (以 2020 年 9 月團隊架構為基準)

升級獎賞:每個會員帳戶將可獲得1個獎賞之旅名額(佔半房)、峇里島特別體驗

*如果 2020 B.A.L.I 獎賞之旅合資格者再次贏取 2021 B.A.L.I 獎賞之旅,將可獲得額外嘉許禮物、特別嘉許及激請額外 1 位於出發日期年滿 18 歲或以上賓客一同出席。

**要成功贏取 2021 B.A.L.I 獎賞之旅的名額,所有組別 1 的合資格者必須先出席由 Young Living 舉辦的「基礎訓練課程」(2021 年 3 月份);所有組別 2 的合資格者必須先出席由 Young Living 舉辦的「事業發展培訓課程」(2021 年 1 月份)。

Members must obtain the Trip qualifications by meeting the assessment requirements in 2 aspects: Business Growth goal and Personal Productivity Goal. Therefore, the OGV generated by the changing Sponsors will not be considered.

會員必須達到業績增長及個人生產力兩方面的達標要求,方可獲得獎賞之旅參加資格。因此,透過更改保薦人而產生之組織銷售業績(OGV)將一概不予計算。

Prizes

Rewards (defined below) will be given to winners who are able to meet the reward conditions below. Rewards are given based on the categories and respective reward conditions. The winners' 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. The followings are the winners' rewards (collectively referred to as "Rewards"), given in accordance with the conditions met by each winner:

Rewards: 1 (One) Economy class round-trip ticket from Hong Kong to Bali, Indonesia, 3 (Three) nights of accommodation (shared room) with dinner for 2 (Two), training activities and group travel included.

High Achiever rewards: 1 (One) Economy class round-trip ticket from Hong Kong to Bali, Indonesia, 3 (Three) nights of accommodation (shared room) with dinner for 2 (Two), training activities, group travel and special Bali adventure.

Approximate Retail Value ("ARV"): HKD15,000

預估獎勵價值:港元 15,000

獎勵

獎賞(定義如下)將授予在能夠達到獎賞條件的得獎者。獎賞依據組別及各自的獎賞條件而決定。得獎者的主要賬單地址必須於整個比賽期間都為香港或澳門地址。除了每個會員帳戶的擁有人外,其他人士不得於獎賞之旅中同行。以下為得獎者之獎賞(統稱「獎賞」),依照每位得獎者所達到的條件決定:

獎賞:獲得1(一)張香港到印尼峇里島的經濟艙來回機票,3(三)晚住宿(佔半房),含2(兩)人晚餐、培訓活動及團體旅遊。

升級獎賞:獲得1(-) 張香港到印尼峇里島的經濟艙來回機票,3(三) 晚住宿(獨立房),含2(兩) 人晚餐、培訓活動、團體旅遊及峇里島特別體驗。

General Prize Conditions

Young Living is not responsible and the winners 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 indicated in these Contest Rules or in any promotion-related correspondence or materials. The "paid trip" for this Contest, if applicable, will be limited to airfare, lodging and food provided to the winner by Young Living at its sole and absolute discretion. In the absence of sufficient eligible participants to award all winners, 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 prize winner. A prize will be forfeited if: 1) the winner is not available to travel on the dates specified for the Trip; or 2) if the winner and/or their travel companion, if any, does not have the required travel documents for the scheduled date for the Trip. Travel insurance is mandatory for each winner and guest. Each winner and their guest are fully responsible for obtaining any travel insurance (and any other form of insurance) hereby acknowledge that Young Living does not obtain and will not obtain or provide travel insurance or any other type of insurance. Winners agree to accept the terms and conditions of all airlines and other third-party service providers used in connection with the Rewards. Young Living is not responsible if tickets, etc., are stolen, lost or transferred by a prize winner or guest and will not be replaced or rescheduled if they lose transportation for any reason. Exact dates and locations are subject to change at Young Living's discretion.

All prize winners and their travel companions must set off together on the same itinerary and have all required travel documents. Airfare is non-refundable and non-transferable and is not valid for upgrades and/or frequent flyer miles. Prize winners will not receive cash or any other form of compensation if the current travel 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 airlines or other carriers or any other person providing any of these required services and accommodation. No refunds or compensation will be made in the event of cancellation or delay of any flight except at Young Living's sole and absolute discretion.

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 winners after auditing results.

一般獎勵條件

Young Living 對以下所述不負責,得獎者不會收到獎勵當時實際價值與比賽所述之預估獎勵價值之間的價差,或是任何跟推廣有關的對應物或材料。此比賽之「獎勵旅遊」(如適用)僅限於Young Living 獨有及絕對酌情權提供得獎者之機票、住宿與餐點。在符合資格的參加者不足,無法釋出所有獎勵的情況下,YOUNG LIVING 保留僅授予合格參加者獎勵量的權利。在符合資格評估期間之後,任何未頒發的獎勵都有可能保持不授予。此處所述的獎勵限制/條件不包括在內。獎勵不可轉讓或兌換成現金,但 YOUNG LIVING 保有權利,由 YOUNG LIVING 自行裁定將獎勵(或其中的一部分)替換為價值更高或相等的獎勵。獎勵是按「原樣」授予、不附帶任何明示或暗示的保證、其中包括但不僅限於此的適合銷售性或適用於特定用途之任何默認保證。

作為獎勵的一部分,所有在此未說明的費用均由得獎會員單自行承擔。如是以下情況,獎勵將被沒收取消: 1)得獎者無法配合本獎勵旅遊的指定日期;或2)得獎者和/或他們的旅遊同行之人在旅遊預定日期沒有所需的旅遊證件或簽證。每位得獎者與賓客都必須購買旅遊保險。每位得獎者全權負責他們自費的任何旅遊保險(以及所有其他形式的保險),並在此告知 Young Living 不會獲得或提供旅遊保險或任何其他形式的保險。得獎者接受所有航空公司和其他第三方服務提供商的條款與條件。如得獎者或同行賓客的票券...等遺失、被盜或放錯地方,Young Living 將不對這些狀況負責,或因任何原因錯過交通工具,不得替換或重新預訂。確切的日期及地點可能會有所變化,由 Young Living 自行裁定。

所有得獎者與同行賓客須依照同時間出發及回程,並須具備所有必須旅行證件。機票不得退款及轉讓,且不適用於升艙和/或飛行常客里程。如果實際旅遊費用低於比賽所述之預估獎勵價值,得獎會員不會收到現金或任何其他形式的補償。YOUNG LIVING 不對航空承運商或其他運輸公司或任何提供服務與住宿之人造成之任何取消、延誤、改道或替換或任何行為或疏忽負責。除非YOUNG LIVING 獨有及絕對酌情權,否則任何航班取消或延誤均不予退款或賠償。

在比賽期間,可以應用「YOUNG LIVING 政策和程序」中的參加者管轄權,定期對參加者進行審核,以監督參加者是否吻合 YOUNG LIVING 政策和程序。包括,但不限於此,關於廣告和推廣章節部份。 任何違反 YOUNG LIVING 政策和程序的行為,都會使參加者完全失去資格。 YOUNG LIVING 保留在比賽期間調整獎賞之旅的機制與標準,以及在審核結果後決定得勝者之所有權利。

Notification/Reward Acceptance

The prize winners will be selected after the end of the Contest Period or before March 20, 2021. The prize winners' names will be available on Young Living website of your market once the winner has been selected and all qualification goals have been completed and verified.

On or before March 20, 2021, emails will be sent to the participants who are eligible for the Rewards containing the acceptance links where the participants must accept or decline the prizes and complete a registration form by March 31, 2021 at 11:59 p.m., HKT. Failure to respond to the acceptance email via the link within this period will be considered as a travel rejection. This rejection cannot be reversed and in a similar way, acceptance of the prizes will be final. If a participant rejects the Trip, he/she will no longer be eligible for any prize.

獎勵通知與領取

得獎者將於 2021 年 3 月 20 日比賽期間結束(前或後)選出。當 Young Living 選出得獎會員,及核算及驗證所有資格目標後,本次比賽的得獎名單將於您當地辦公室的 Young Living 網站公佈。

於 2021 年 3 月 20 日或之前,將透過電郵寄發得獎通知。 此授獎電郵包含「回覆」連結,得獎者 必須於 2021 年 3 月 31 日 香港時間晚間 11 時 59 分之前回覆「接受」或「放棄」獎勵,及遞交登 記表格。 任何未能於上述指定日期前,回覆電郵的會員,將被視為自動放棄獎勵及出席旅程。 一 旦寄出確定「放棄」獎勵,或確定「接受」獎勵的電郵,將被視為最終決定,不得更改。 得獎會 員如「放棄」出席旅程,即等同他/她「放棄」獎勵。

Travel Arrangement

The Trip will be arranged by a professional travel consultant agency recommended by Young Living. A self-purchasing ticket reimbursement mechanism is not applicable for the Trip. All travel arrangements must be finalized and booked at least four weeks prior to the start of the Trip. A participant's failure to respond to emails and phone calls from Young Living or Young Living's preferred travel agent within 24-hours could result in a forfeiture of the airfare portion of the prize. All flight arrangements associated with the prizes, once ticketed, are final and winners are responsible for any and all fees associated with changing travel in any way. Travel costs incurred between a winner's home and the airport are at the participant's own expense. Luggage fees and other expenses are also solely the responsibility of the winner.

All personal expenses incurred on the Trip are the responsibility of the winners. Winners 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 Trip. Travel insurance must be purchased by the winners at their own expense.

行程安排

獎賞之旅將由 Young Living 指定之可信任的旅行社辦理。自行購買機票報銷機制不適用於是次獎賞之旅。

所有旅遊相關細節及確認事項,至少於獎勵旅遊 4 周前確認。 參加者未能在 24 小時內回覆 Young Living 或 Young Living 旅遊代理商的電子郵件和電話,可能會導致喪失機票或獎勵其它部分。 一旦開票,與獎勵相關的所有航班安排視為最終定案,得獎參加者以任何方式改變旅遊相關行程時間,其衍生的任何相關費用,將由其自行負責。 從得獎參加者的家到機場之間產生的交通旅遊費用由參加者自行承擔。 行李費和其他費用也由得獎參加者負責。

在獎賞之旅中產生的所有個人費用,將由得獎參加會員自行負責。 YOUNG LIVING 可能會要求會員提供信用卡資訊, 用以支付獎賞之旅中會員所產生的個人費用。 個人費用並不包括於本獎賞之旅中。得獎者必須自費購買旅行保險。

Cancellation and Refunds; Force Majeure

Prize winners who qualify for the prizes and cancel their participation in the Trip will not receive a refund for the value of the Rewards. Young Living may request participants who have canceled their participation, at the company's discretion, to reimburse Young Living for costs related to the cancellation of their trip. Young Living will not compensate, in cash or in kind, qualifiers who are unable to participate in the Trip after their acceptance. 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, global pandemic, 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 in each country's participation in the Contest), 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 not reasonably beyond the control of Young Living. Young Living may, at its sole and absolute discretion, substitute the Rewards with cash prizes of equivalent value.

取消與退款;不可抗力條款

得獎者若在接受獎賞後取消出席獎賞之旅,不會獲得相同獎勵價值的退款。Young Living 有權要求這些得獎者賠償取消相關行程的費用及其他損失。YOUNG LIVING 不會以現金或類似實物形式補償接受旅遊後又無法參加旅遊的資格者。獎賞不包括旅遊保險,但強烈建議會員自行購買。如果以下任何原因導致活動取消,YOUNG LIVING 不必承擔責任:惡劣天候、自然災害、罷工、警戒、抗爭、火災、洪水、事故、戰爭(無論是否宣布)、革命、暴動、叛亂、天災、政府行為、公敵的行為、汽油或其他燃料或重要產品的稀缺或配給、無法獲得材料或勞動力、或其他合理超出YOUNG LIVING 可控制範圍的原因。萬一發生此類事件,YOUNG LIVING 可自行裁定是否提供等價的現金獎勵。如果比賽取消或由於以下任何原因而阻止或延遲獎品的發送,Young Living 將不承擔任何責任:罷工、抗爭、火災、洪水、事故、全球性流行病、健康警告、戰爭(無論是否宣布)、革命,暴動、政府的行為(包括但不限於美國的任何機構或部門以及每個參加比賽的國家/地區的地方)、公共敵人的行為、汽油或其他燃料或重要產品的稀缺或定量配給、無法獲得材料或勞力,或其他並非Young Living 合理控制的原因。Young Living 可以享有獨有及絕對酌情權,以等值的現金獎勵代替獎勵。

Authorization

By participating in the Contest and accepting the Rewards, the winners 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.

授權許可

得獎者若參加比賽及接受獎勵,即代表得獎者(會員)同意 Young Living 或任何相關單位得於任何媒體的宣傳廣告中使用其姓名、地址(居住國、城市)、語音、對於此比賽及 Young Living 的陳述、照片或肖像,不需進一步補償、通知、或取得許可,且沒有地域或時間限制,惟法律禁止的情況除外。

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 this promotion 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 discretion. Young Living reserves the right, at its 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 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 this 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.

責任限制

若此比賽所使用的資料有任何不準確之處,或是訂單處理過程有任何技術或人為疏失,Young Living 及其關係企業、子公司、母公司概不負責,包括會員所登錄的資料錯誤,因電腦、電話、電纜等技術故障所造成的通訊錯誤,網路或伺服器無法連線,硬體、軟體或病毒所造成的技術故障,或是訂單不完整、延遲、或錯誤。凡是因電腦病毒或技術障礙等因素而影響此活動的公平、安全、及管理,因而損及此比賽的公平適當運作,Young Living 得在單獨裁量下終止、修訂、或變更。Young Living 保留權利,當 Young Living 認為會員試圖竄改或損害此比賽的管理、安全、或公平時,得在其單獨裁量下,認為該會員有不光榮的行事方式意圖威脅或騷擾他人時,取消該會員的資格。每一會員參加本比賽,放棄要求損害賠償的一切權利,包括懲罰性、偶發性及後果性損害賠償、律師費、以及除了實際自付成本或損失以外的任何損害。參加者應就因提供給 Young Living 的信息或資料侵犯任何版權而引起的任何索賠或與之相關的任何訴訟,訴訟,損害,成本

或費用(包括合理的律師費),捍衛,賠償和使 Young Living 免受損害,商標,工業品外觀設計,專利或任何第三方的任何其他知識產權。凡是因本比賽或其獎賞所產生的訴訟事由,皆應個別解決,不訴諸任何集體訴訟形式。 某些司法轄區可能不允許損害賠償的某些限制,或以集體訴訟要求賠償責任,故有些限制條件可能不適用於某些情況。

Other Rules and Regulations

Each prize winner 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 winner 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 winners 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 winner's annual tax form. Prize winners 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 members 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 this Contest is true and accurate, and (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 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 where applicable.

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.

其他規則及條款:

不論得獎者是否使用了獎品,每位得獎者都應對自己的獎品承擔所有適用的稅項,除非他或她在頒獎時拒絕接受獎品。在適用的情況下,得獎者將在適用的稅表上報告接受獎品的公平價格。若在超出 Young Living 或提供獎賞的任何其他比賽合作夥伴的控制範圍下,獎賞內容發生變更,或基於任何理由,Young Living 概不負責並保留權利,在 Young Living 獨有及絕對酌情權下,以等值或價值更高的獎項替代。獎賞不得轉讓予第三方。接受獎賞即代表得獎者同意若發生因頒獎、得獎、持有、或以任何形式使用全部或部分獎賞,而造成損傷、損害或任何損失等狀況,Young Living 無需承擔任何責任。

Young Living 是所有規則闡釋和資格確認的最終決策者,且其裁定為最終裁定。若情況適用,任何資格津貼皆將列入得獎人年度所得稅申報書的所得中。 得獎人將負責支付 Young Living 所頒發的獎賞和/或津貼衍生之所有稅金。 Young Living 享有獨有及絕對酌情權決定暫停或終止此比賽之權利,恕不另行通知。 Young Living 員工及其相關實體與其配偶和直系親屬,無資格參加此比賽。此比賽在法律禁止之地區為無效。

參加本次比賽,表示您 (i) 確認遵守比賽細則與所有資格規定;(ii) 保證您所提供的任何與本次比賽有關資料皆為真實及準確;(iii)同意受 Young Living 的裁定約束且為不可上訴,接受本比賽的所有相關事項,與 Young Living 的裁定將是最終裁定且具約束力;以及(iv)根據比賽規則中的條款,適用法律規定,同意並收集,使用和處理其個人數據。 參加者不遵守比賽細則,將則遭取消資格。

比賽受到所有適用的香港法律之規範。關於比賽細則結構、有效性、解釋和可執行性的所有問題,或參加者與 Young Living 與比賽相關的權利和義務,皆受香港法律所管轄並據其解釋,不援引衝突法律原則。所有參加者皆同意香港法院的司法管轄。

若比賽細則與其他比賽宣傳資料(包括但不限於銷售系統、網上或印刷廣告)有所衝突,以比賽規則內的英文版「活動規則」(Contest Rules)為準。

Young Living 未能行使或決定不行使任何比賽細則,並不構成放棄任何條文、或放棄其執行本條款之權利。若任何條文被認定為無效、無執行力或違法,此比賽細則仍繼續有效,並應按照其條款解釋,如同本協議未載有無效或非法之條款。如果本比賽規則的英文版本與中文版本之間存在任何衝突,差異或不一致,則以英文版本為準。