# Take the Lead 2018 Contest – Offical Rules

# **Promotion Description**

The **Take the Lead 2018 Contest** (the "Promotion") is sponsored by Young Living Hong Kong Ltd ("Young Living"). The contest period begins January 1, 2018, at 12 a.m., HK and ends at 11:59 p.m., HK, on March 31, 2018 (the "Promotion 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 Promotion Period, based on the Members who earn the highest number of eligible point totals acquired through the Promotion Period. There will be 30 winners.

# Eligibility

The Promotion is open only to active Young Living Hong Kong Members who are in good standing with Young Living, who have achieved the rank of Executive or higher during the Promotion Period, are 18 years of age or older as of January 1, 2018, has a valid Hong Kong ID and who have a primary billing address (listed on their Member account) and proof of citizenship in Hong Kong. This promotion shall exclude all Members in NFR markets. Void where prohibited. Active members are define as Members who have made a purchase of at least 50 PV in the last 12 months and signed the Young Living Member Agreement. An audit will be conducted on all qualifying members to ensure compliance with rules and member standing. Young Living may take up to two weeks to conduct and audit to verify point totals and announce winners.

# Essential Rewards Eligibility

In reference to earning points from Essential Rewards, you may only earn points from your personally enrolled members who place and maintain their qualifying OTG Essential Rewards orders from Hong Kong (shipping address is Hong Kong).

#### How to Earn Points and Win

Promotion participants may earn points from January 1, 2018 through March 31, 2018. A leaderboard of the top 50 point earners will be available in Virtual Office. Points will be accumulated based upon every new personal enrollment, member reactivations in his or her organization, rank maintenance and advancement, and Organizational Group Volume (OGV) growth during the promotion period.

You must earn a **minimum of 500** points during the promotion period to qualify for the **Take the Lead 2018 Contest**. Earning the point minimum, however, does not guarantee a spot, as only the 30 highest total point earners will win the prize. Any combination of points can qualify you. Earn points when:

### Starter Kit Sales

- You personally enroll a new distributor between January 1, 2018 and March 31, 2018, with a Basic Starter Kit (Item No. 546029) **10 points**
- You personally enroll a new distributor between January 1, 2018 and March 31, 2018, with a Premium Starter Kit with Dew Drop Diffuser (Item No. 546329) or a Premium Starter Kit with NingXia Red (Item No. 546729) **30 points**

### **Member Reactivations**

• Between January 1, 2018 and March 31, 2018, you personally reactivate anyone *in your organization* who has not made a purchase of 50 PV or more in <u>at least 12 consecutive months</u> with at least a 100 PV order — **30 points** 

A member may not earn more than 150 points per month in this category.

#### **Essential Rewards**

 Between January 1, 2018 and March 31, 2018, Your personally enrolled new distributor who has never participated in Young Living's Essential Rewards Program, enrolls in Young Living's Essential Rewards Program with a purchase of 100 PV or more during the Promotion Period — 50 points

#### Rank Advancement

Each time a Member advances in rank for the first time, the Member will be awarded points according to the Member's new rank. Rank will be based off of the Member's December 2017 paid as rank. For each rank advancement a Member achieves during the Promotion period, the newest rank attained will be the level at which rank maintenance points are determined.

The point allocation will be as follows:

<u>Personal Rank Advancement</u>: Silver = 50, Gold = 75, Platinum = 85, Diamond, Crown Diamond, Royal Crown = 100

### Organization Group Volume (OGV) Growth

Sales growth points can be earned in one way based on two scenarios:

- 1. Members with a rank of Silver or higher as of the first day of the Promotion Period will earn 10 points for every 10% growth of organization group volume (OGV), as defined in the Young Living Compensation Plan, over the Participant's then-current Baseline OGV (defined below). A Participant may not earn more than 750 points per month in this way.
- 2. Members with a rank of Executive or lower as of the first day of the Promotion Period will earn 10 points for every 500 PV in OGV growth over the Member's then-current Baseline\* OGV. A Participant may not earn more than 750 points per month in this way. Member starting base is determined by total OGV as of December 31, 2017. OGV base may vary depending on returns / exchanges. OGV base will reset each month Member's OGV increases.

For Example, if base OGV is 6,000 on December 31, 2017 and the Member increases to 7,000 OGV on January 31, 2018, the Member's new OGV base will be 7,000. However, if base OGV is 6,000 on December 31, 2017, and the Member OGV decreases to 5,000 on January 31, 2018, the Member's OGV base will remain at 6,000 for the following month and must increase to over 6,000 OGV to earn points. The first base will be set on December 31, 2017, and will be updated on the last day of each month.

### **Early Bird Registration Bonus**

Register to attend the Freedom Convention by January 31, 2018 and receive **100** Early Bird Registration points.

Note: While a member is allowed to transfer his/her convention registration ticket, he/she is not able to transfer the Early Bird Registration bonus point under this promotion. The contest points will be rewarded to ticket holders based on the registration name on February 1, 2018 10:00am. A member may not earn more than 100 points in this category.

The point threshold for the **Take the Lead 2018 Contest** is 500 points. The highest point totals over 500 will determine the winners. In the event of a tie, ranking will be determined by highest OGV growth over the member starting \*base during the **Take the Lead 2018 Contest** promotion period. Member starting base is determined by total OGV as of December 31, 2017. Participants will have access to a detailed breakdown of their point totals through Virtual Office.

**Point Calculation:** Points earned are calculated and updated on a daily basis and reflected on the Point Standings page in Virtual Office.

Points Earned: Points earned may only be used toward Take the Lead 2018 Contest and may not be used toward any other promotion.

**Point Transfer**: Members may not transfer their points to another person or member if they are unable to personally attend.

**Point Expiration:** All points expire after the Promotion Period has ended. Points cannot be redeemed for any other Young Living event, program, or product.

Point Value: Points have no cash value and cannot be redeemed or refunded as such.

Backdating: No points will be earned through backdating (of enrollments or product purchases).

**Product Returns and Exchanges**: Any product returns or exchanges may result in the corresponding points being forfeited. Product exchanges may affect the Point value for the underlying purchase depending on how the exchange affects the PV or OGV.

**Points Adjustment:** You have until 11:59 pm of 3<sup>rd</sup> of April, 2018 to review your points and email to <a href="https://example.com">HK@youngliving.com</a> for any appeals to point adjustment. No appeals will be accommodated from 4<sup>th</sup> of April, 2018 onwards. Please email to <a href="https://example.com">HK@youngliving.com</a> with subject: **Take the Lead 2018 Contest,** and include complete details on what points are missing and where the points should be coming from.

#### **Prizes**

The Prizes (defined below) will be awarded to the Participants who earn the most Points during the Promotion Period. Winning Participants' primary billing address must be in Hong Kong during the entire Promotion Period.

**Tier One Prize: 1st through 5<sup>th</sup> place:** Two (2) Economy return airfare and 6-night 5-star hotel accommodation for two (2) to 2018 International Grand Convention and a special Utah Sight-seeing Tour

**Tier Two Prize: 6<sup>th</sup> through 10<sup>th</sup> place:** Economy return airfare for one (1) from Hong Kong to the 2018 Young Living International Grand Convention in Salt Lake City, Utah, U.S.A.

Tier Three Prize: 11<sup>th</sup> through 30<sup>th</sup> place: Travel credit up to HK\$7,800 to the 2018 Young Living International Grand Convention in Salt Lake City, Utah, U.S.A.

#### **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 ARV stated in these Official Rules or in any Promotion-related correspondence or materials. All federal, 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. 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. The Registration for 2018 International Grand Convention is not part of the Prize. Winning Participants must register and pay for the 2018 International Grand Convention through the official registration website. A Prize will be forfeited if: 1) the winner is not available to travel on the dates specified for the the 2018 Young Living International Grand Convention; 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 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 obtain or provide 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 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.

Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. 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 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.

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.

### Notification/Prize Acceptance

Participants will have access to a detailed breakdown of their point totals through Virtual Office. Prize winners will be selected following the conclusion of the Promotion Period, on or before April 30, 2018. A list of Prize winners will be available on Virtual Office (YoungLiving.org) once the winners have been selected and Points have been totaled and verified following the conclusion of the Promotion Period.

On or about Monday, April 30, 2018, an email will be sent to the Participants who qualify for the Prizes. Acceptance emails will be sent to the email address on file on the Participants. Prize winners <u>must</u> accept or decline the reward by Monday, May 7, 2018. Failure to respond to the acceptance email 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 for Tier One & Tier Two Prizes will be arranged for the qualifying Participants through Young Living's preferred travel agent. If a Prize winner purchases their own airline tickets, without prior approval from Young Living's preferred travel agent, they will be in-eligible for reimbursement.

Travel arrangements for Tier Three Prizes will be arranged by winning Participants upon confirming acceptance of a Prize. Winning Participants must submit a completed Travel Credit Reimbursement form along with proof of purchase (clearing stating the traveler's name, flight details, all guest names in the hotel room, room number, etc) between July 1 and 31, 2018 to

the Young Living Hong Kong office. Travel credit is applicable for his/her personal airfare and lodging between the dates of June 12 and June 16, 2018 only. All reimbursement must be supported by official receipts issued by the service provider. Meals, insurance and personal shopping are not redeemable. Travel Credit is not transferable and will only be applicable for winning Participants who have registered and showed up at the 2018 Young Living International Grand Convention. Failure to register or show up at the 2018 Young Living International Grand Convention will disqualify the Participants from the Travel Credit. Winning Participants are responsible for submitting the Travel Credit Reimbursement form to Young Living Hong Kong (HKEvents@youngliving.com) after completing the trip and before the deadline mentioned above. Late submissions will not be accepted.

All travel arrangements for Tier One Prizes and Tier Two Prizes must be finalized and booked at least three weeks prior to the start of the trip. A Participant's failure to respond to emails and phone calls from 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 <u>final</u> and winning Participants are responsible for any and all fees associated with changing travel in any way. Travel costs incurred between a winning Participant's home and the airport are at the Participant's expense. Luggage fees and other expenses are also solely the responsibility of the winning Participant.

All personal expenses incurred on the 2018 Young Living International Grand Convention 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 with in the Prizes for the Promotion.

### Cancellation and Refunds; Force Majeure

Prize winners who cancel their attendance on the 2018 Young Living International Grand Convention 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 not included in the Prize but strongly recommended to be purchased by the winning Participant at their own expense. Young Living will not be held responsible if 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 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), 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 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.

#### 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.

### 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 who Young Living believes have attempted to tamper with or impair the administration, security, fairness, or proper play of this promotion or who act 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 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 Point 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.

This Promotion is subject to all applicable federal, state, provincial and municipal laws.

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.