



## Young Living Hong Kong and Macau “Rise-To-Exec” Promotional Program

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

### Program Details

The “Rise-To-Exec” promotional program (“**Program**”) 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 Program will launch on October 1, 2022, at 12:01 a.m. HKT and ends on September 30, 2026 at 11:59 p.m. HKT (“**Program Period**”). Young Living’s method of timekeeping is the official time clock for the Program and is final and undisputable. Qualifiers will be selected during the Program Period, based on the predetermined 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. The Program is an additional incentive intended to motivate and reward elite, high-performing brand partners.

### Eligibility

All Young Living Hong Kong and Macau active brand partners with good standing are eligible to participate in the contest. Those who achieved the paid-as rank of Brand Partner to Senior Star for the first time OR, those whose highest achieved rank is Brand Partner to Senior Star as of September 30, 2022 must: (i) have never achieved the rank of Executive as of September 30, 2022; (ii) be 18 years old or above as of October 1, 2022; (iii) hold a valid Hong Kong or Macau Permanent Identity Card or resident certificate; and (iv) have their main billing address (listed under brand partner account) in Hong Kong or Macau Special Administrative Region. The Program 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.

20/F, Soundwill Plaza Midtown, 1 Tang Lung Street, Causeway Bay, Hong Kong  
Hong Kong - Tel: +852-2897-5600 | HK@youngliving.com  
Macau - Tel: +852-8009-62863 | Macau@youngliving.com

## How to Enter

No registration is needed within the Program Period. A brand partner must achieved the paid-as rank of Brand Partner to Senior Star for the first time OR, those whose highest achieved rank is Brand Partner to Senior Star as of September 30, 2022 to participate in the Program.

## Prizes / Rewards

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 Program Period.

All participants must be paid-as rank of Brand Partner to Senior Star for the first time OR, whose highest achieved rank is Brand Partner to Senior Star as of September 30, 2022. All the 2<sup>nd</sup> month rewards and 3<sup>rd</sup> month rewards qualifiers must have minimum of five (5) Young Living active brand partners (Hong Kong and Macau).

Ranks	Rewards
1. New Executive for the first time	1 <sup>st</sup> month rewards: Executive Rank Advancement recognition gift Approximate Retail Value ("ARV"): HKD300
2. Maintain Executive for Two Consecutive Months *All participants must maintain a minimum monthly 100PV (Standard Order or Essential Rewards order)	2 <sup>nd</sup> months rewards: Invitation to Recognition Party Approximate Retail Value ("ARV"): HKD\$1,000
3. Maintain Executive for Three Consecutive Months (personally with 100PV) *All participants must maintain a minimum monthly 100PV (Standard Order or Essential Rewards order)	3 <sup>rd</sup> months rewards: YL Special Edition Essential Oil Case Approximate Retail Value ("ARV"): HKD500

## 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 reward at the time of the award and the approximate retail value indicated in these Program Rules or in any promotion-related correspondence or materials. The "Recognition Party" for this Program, if applicable, will be limited to meals provided to the qualifiers 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 Program 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: 1) the qualifier is not available to join on the dates specified for the Recognition Party; or 2) if the qualifier does not have the required identity documents for the scheduled date for the Recognition Party. Each qualifier is fully responsible for obtaining any effective COVID-19 vaccination record or COVID-19 Vaccination Medical Exemption Certificates according to local government policy, if applicable. 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 Program 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.

During the Program 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 rewards within the Program Period and decide on qualifiers after auditing results.

### **Notification/Reward Acceptance**

The qualifiers will be announced at the end of each month during the Program Period. The qualifiers' names will be available on Young Living's website of your market once the qualifiers have been selected and all qualification goals have been completed and verified.

At the end of each month, recognition emails and the rank advancement recognition gifts will be sent to the participants who are eligible for the rewards. For Recognition Party qualifiers, recognition emails will be sent to the participants who are eligible for the rewards and containing the acceptance links where the

participants must accept or decline the prizes and complete a registration form by the date stated in the form. Failure to respond to the acceptance email via the link within the stated 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 participant rejects the rewards, he/she will no longer be eligible for any prize. The 3<sup>rd</sup> month's rewards prize will be delivered after qualifiers announcement and will be delivered in the fourth months since the qualifiers first hit the rank of Executive.

### **Recognition Party Arrangement**

A self-purchasing ticket reimbursement mechanism is not applicable for the Recognition Party. All personal expenses incurred during the Recognition Party 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 Recognition Party.

The arrangement of the Recognition Party will be announced one month prior to the event date. Young Living reserves all rights to adjust the mechanics of the Recognition Party within the Program Period.

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

Prize winners who qualify for the prizes and cancel their participation in the Recognition Party 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 Recognition Party. Young Living will not compensate, in cash or in kind, qualifiers who are unable to participate in the Recognition Party after their acceptance. Young Living will not be liable or held responsible in the event of cancellation of the Program 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.

## **Authorization**

By participating in the Program 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 Program 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 Program, 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 Program related to a computer virus or similar type of technical impairment that may affect the appropriate impartiality, security and administration of the Program may result in the termination or modification of the Program 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 Program 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 Program, 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 Program, 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 Program 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 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 Program 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 Program. The Program is void where prohibited by law.

By participating in the Program, the participants: (i) acknowledge compliance with these Program Rules including all eligibility requirements, (ii) warrant that any information the participants provide in connection with this Program 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 Program, 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 Program Rules. Participants who do not comply with the Program Rules and Young Living's Policies and Procedures are subject to disqualification.

The Program is subject to all applicable laws of Hong Kong. All matters and questions relating to the construction, validity, interpretation and enforceability of these Program Rules, or the rights and obligations of the participants and Young Living in connection with the Program 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.

In the event of any conflict with any details of the Program details contained in these Program Rules and Program details contained in other promotional materials (including, but not limited to, any point of sale, online or printed advertising), the details of the Program as set forth in these Program Rules shall prevail.

Failure by Young Living or the decision not to enforce any provision of these Program 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 Program 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 Program Rules, the English language version shall prevail.