

# Journey to Success Incentives to Grow Your Business

# "Begin with EXECUTIVE"

#### **TERMS & CONDITIONS**

The Journey to Success Incentive ("The Incentive") is sponsored by Young Living Malaysia Sdn Bhd, Bangsar South, 59200 Wilayah Persekutuan Kuala Lumpur, Malaysia ("Young Living"). PERIOD: The Incentive begins 1 September, 12:01 a.m. local time and ends at 11:59 p.m., 31 December 2019 ("Promotion Period"). Young Living's method of timekeeping is the official time clock for the Incentive and is final and undisputable. Young Living reserves the right to substitute any reward with another of similar value if it becomes unavailable, to alter the terms and conditions, or to end the campaign at the company's sole discretion. The English version of this Terms & Conditions shall always prevail in the event of any discrepancy or inconsistency detected in the Chinese and Bahasa Melayu translations.

#### **ELIGIBILITY:**

The incentive is open to active Young Living members who are in good standing with Young Living, who have achieved the rank of Executive during the Incentive as either following:

# Category A:

Members who have not ranked Executive before 1 September 2019 and are 18 years of age or older as of 1 September 2019.

#### Category B:

Members who newly rank up as Executive/Silver (not recognized as Silver) for the first time within the period of January to August 2019 and have 1,500 OGV GROWTH from the BASELINE\* (both Part 1 and Part 2) and are 18 years of age or older as of 1 September 2019.

Active members are members who have purchased at least 100 PV from Young Living in the last 12 months and signed the Young Living Member Agreement.

\*BASELINE = Total accumulated OGV from June, July and August 2019



# PROGRAM CRITERIA: There are 2 PARTS to this program as explained below:

#### Part 1

**New Executive Achievement Reward ("NEAR")** = Rank up as new Executive and maintain for a total of 3 months consecutively to earn RM1,200 in bonus (RM400 a month for 3 months). Bonus payout will be made in the 4<sup>th</sup> month.

#### Part 2

**New Executive Consistency Reward** ("**NECR**") = Maintain your Executive rank in the 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> months to earn RM800, RM1,500, and RM3,000 respectively. Bonus payout will be made in the 7<sup>th</sup> month. For NECR, a participant will decide how much earnings he or she wishes to make. Please refer to chart 1 below:

#### Chart 1

	Example 1	Example 2	Example 3	Example 4	Example 5
4 <sup>th</sup> Month	RM800	1	-	1	RM800
5 <sup>th</sup> Month	-	-	RM800	-	RM1,500
6 <sup>th</sup> Month	RM1,500	RM800	RM1,500	-	RM3,000

- A member must participate and meet the requirements in NEAR before he or she qualifies to participate in NECR.
- Even though this campaign ends on 31 December 2019, participants who rank up and continue to maintain their Executive rank for a total of 3 consecutive months from December 2019 to February 2020 will still be eligible to earn the RM1,200 bonus. They are also eligible to continue maintaining their Executive or above rank in the months of March, April and May 2020 as their 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> months to meet the NECR criteria to earn RM800, RM1500 and RM3000 respectively.

Registration is required to participate in this program. To register, go to: <a href="http://bit.ly/YLMYJourneytoSuccess">http://bit.ly/YLMYJourneytoSuccess</a>.

# **REWARDS/PRIZES**:

#### Part 1

The NEAR bonus will be paid based on the following:

- a. Participants who fulfill the program criteria will be rewarded a RM1,200 bonus for ranking up to Executive and maintaining that rank for 3 consecutive months.
- b. The RM1,200 bonus will be paid in the 4<sup>th</sup> month after completing the 3 consecutive months of rank maintenance.

#### Part 2

The NECR bonus will be paid based on the following:

- a. Must qualified Part 1 NEAR (RM1,200 Bonus) first to qualify for Part 2 NECR
- b. To have 1,500 OGV GROWTH from BASELINE (total accumulated OGV from June, July and August 2019)
- c. The 3 months of NECR (4<sup>th</sup>, 5<sup>th</sup> & 6<sup>th</sup> month) must be fulfilled within a 6-month duration, starting from the 1<sup>st</sup> month a participant ranks up to Executive for NEAR. The NECR payment will only be paid on the 7<sup>th</sup> month to determine how much a NECR qualifier earns in total.

# **General Prize Conditions**

Young Living is not responsible for and the winners will not receive the difference, if any, between the actual value of the reward at the time of award and the approximate retail value ("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.

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 Incentive in its entirety.

#### 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 Incentive 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, parent companies, advertising and promotion agencies, printers, and judges involved in the Incentive are not responsible for any inaccuracies in information which may be used in the Incentive, 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 the Incentive related to a computer virus or similar type of technical impairment that may affect the proper fairness, security, and administration of the Incentive may result in the termination, amendment, or modification of the Incentive 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 whom Young Living believes has attempted to tamper with or impair the administration, security, fairness, or proper play of the Incentive or who acts in a non-sportsman like manner or with the intent to threaten or harass any other person.

By participating in the Incentive, 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 Incentive or acceptance, possession, and use of any prize.



All causes of action arising out of or connected with the Incentive 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 the Incentive, 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 the Incentive. The Incentive 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 Incentive, you (i) acknowledge compliance with these Official Rules and Promotion details ("Official Rules") including all eligibility requirements, (ii) warrant that any information you provide in connection with the Incentive 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 the Incentive. Participants who have not complied with these Official Rules are subject to disqualification.

The Incentive is subject to all applicable federal, state, provincial and municipal laws of Malaysia.

In the event of any conflict with any promotion details contained in these Official Rules contained in other promotion materials (including, without limitation, any point of sale, online or print advertising), the details of the Incentive 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.

# **FREQUENTLY ASKED QUESTIONS (FAQ)**

1. Is this program open to everyone?



A: This program is open to all members who rank up and maintain their new Executive rank for as long as 6 months to earn multiple bonuses.

- 2. The New Executive Achievement Reward (NEAR) is for 3 months. If I rank up in September 2019 but do not maintain rank in October, November and December 2019, will I still qualify for the RM400 bonus?
  - A: No. To earn the RM1,200 bonus you must rank up as Executive and maintain your rank for 3 consecutive months. The RM1,200 bonus will be paid in the 4<sup>th</sup> month i.e. after you have completed your 3 consecutive months of rank maintenance.
- 3. I ranked up to Executive in December 2018. Can I participate in this program?
  A: No, you are not eligible to paticipate. However, you can still benefit from this program by sharing and empowering your downlines to participate because when your organization grows, your business will grow too!
- 4. If I rank up to Executive in October 2019 and continue to maintain my rank or go higher from October 2019 to March 2020, how much will I earn from this program?
  - A: Congratulations! Based on the above scenario, you will have maximized your earnings in this program i.e. you will have earned up to RM6,500 in bonus. RM1,200 will be paid by end of January 2020 and a total of RM5,300 (RM800 + RM1,500 + RM3,000) will be paid by end of April 2020.
- 5. I rank up to Executive in September 2019 and rank up again in November and December 2019. Will I still qualify for the RM1,200 bonus?
  - A: No. To qualify for the bonus, you must maintain your rank for 3 consecutive months. In the above scenario, you can take November 2019 as your first qualifying month for this program and if you maintain your rank for 1 more month in January, you will have met the 3 consecutive months requirement and earn the RM1,200 bonus.
- 6. I rank up to Executive in July and August 2019, should I just maintain my rank for another month to earn the RM1200 bonus?
  - A: No. In this scenario, you are a Category B participant, therefore you should start maintaining your Executive rank during the campaign period (September to December 2019) and make sure that you fulfill the 1,500 OGV growth from baseline (total OGV from June to August 2019) to qualify for Part 1 NEAR and Part 2 NECR of the program.
- 7. I rank up to Executive from September to November 2019 and then hit Executive again in February 2020, March 2020 and April 2020. Will I still qualify for the RM1,200 bonus and NECR bonuses (RM800 + RM1500 + RM3000)?
  - A: Assuming you are a Category A participant (i.e. you have never ranked Executive before), you will qualify for NEAR and earn the RM1,200 bonus while for NECR, you will only earn the RM800 bonus because December 2019 should be your 4<sup>th</sup> month, January 2020 your 5<sup>th</sup> month and February 2020 your 6<sup>th</sup> month. Please refer to chart 1 above. You must qualify for the RM1,200 bonus first before you can start your NECR 4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> months. Do remember that the last month to qualify for the RM1,200 bonus is December 2019.
- 8. I am a Category B participant and my baseline (total accumulated OGV from June to August 2019) is 16,000 (June = 5,000 OGV, July = 5,000 OGV, August = 6,000 OGV). I maintain rank as Executive for September = 5,000 OGV, October = 4,500 OGV, November = 5,000 OGV, which brings my total OGV to only 14,500. Do I still qualify for Part 1 NEAR RM1,200 bonus?



A: No. For Category B, even though you maintain as Executive for 3 consecutive months you do not have the 1,500 OGV growth. Your total OGV from September to November 2019 must be a minimum of 17,500 OGV (16,000 + 1500).

- 9. I am a Category B participant, my baseline (total accumulated OGV from June to August 2019) is 16,000 (June = 5,000 OGV, July = 5,000 OGV, August = 6,000 OGV) and I have qualified for NEAR i.e. RM1,200 bonus. If I continue to maintain my Executive rank in December 2019 = 5,000 OGV, January 2020 = 8,000 OGV, February 2020 = 5,000 OGV (total OGV 18,000) do I still qualify for Part 2 NECR? A: Yes. You qualify for NECR as you have 1,500 OGV growth and you have maintained your Executive rank for another 3 months after the first 3 consecutive months i.e. Part 1 NEAR (RM1,200 bonus). Therefore, you will be paid in the 7<sup>th</sup> month a total of RM5,300 (RM800 + RM1,500 + RM3,000) on top of all normal commissions.
- 10. How do I qualify as an Executive?

A: You must maintain the following to qualify as an Executive:

- √ 100 PV (Personal Volume), the total monthly volume of your personal orders
- √ 4,000 OGV (Organization Group Volume), the monthly volume of your entire organization
- ✓ 2 legs x 1,000 OGV (2 legs with an OGV of 1,000 required for each leg)
- 11. When will I get the Part 1 NEAR bonus of RM1,200?

A: The RM1,200 bonus will be paid into your bank account by the end of the 4<sup>th</sup> month i.e. after you have completed your 3 consecutive months of rank maintenance.

12. When will I get the Part 2 NECR payout?

A: The NECR bonus will be paid into your bank account on the 7<sup>th</sup> month i.e. after you have completed your 3 months (4<sup>th</sup>, 5<sup>th</sup> and 6<sup>th</sup> months) of Executive or higher rank maintenance. Again, you decide how much extra bonus you want to earn i.e. RM800 only or RM800 + RM1,500 or RM800 + RM1,500 + RM3,000 (total of RM5,300 for NECR). Please refer to chart 1 above.

- 13. Am I required to opt in if I wish to participate in this program?
  - A: Yes, please do opt in at <a href="http://bit.ly/YLMYJourneytoSuccess">http://bit.ly/YLMYJourneytoSuccess</a>. Please fill in the form and select which program(s) you wish to participate in. You will be assigned a Business Specialist from our Business Development team to guide you.
- 14. It is stated that the RM1,200 bonus will be paid by the end of the 4<sup>th</sup> month. By which date can I expect the payout to be made?
  - A: All bonuses will be paid by the end of the month i.e. either by 30<sup>th</sup> or 31<sup>st</sup> of the month.
- 15. If I rank up but am not aware that I have earned a bonus under this program, will someone from Young Living Malaysia get in touch with me? Is there a deadline for me to 'claim' the bonus?
  A: Assuming you have chosen to opt in, all bonuses that you earn will be banked in automatically to your bank account. Therefore, make sure that you opt in via this link:
  http://bit.ly/YLMYJourneytoSuccess

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