

## Enrollment and Retention Program Terms & Conditions

### Program Details

The Young Living Malaysia Enrollment and Retention Reward Program (“**Program**”) is organized by Young Living Malaysia Sdn. Bhd. located at GF & L1, Tower 7, Avenue 3, Bangsar South, No. 8 Jalan Kerinchi, 59200 Kuala Lumpur, Malaysia (“**Young Living**”). The Program begins on 1 January 2022, at 12.01 a.m. MYT and ends on 28 February 2022, at 11.59 MYT (“**Program Period**”). Young Living’s method of timekeeping is the official time clock for the Program and is final and undisputable. By participating in the Program, each participant agrees to abide by and be bound by these terms and conditions. Participants further agree to abide by and be bound by all decisions of Young Living which shall be final and binding, without right of appeal, in all matters relating to the Program and the award(s), including without limitation, eligibility and/or disqualification of entries.

### Eligibility

The Program is open to all new brand partners who enroll with purchase of a Premium Experience Kit (“**PremEX**”) or Starter Kit under Essential Rewards (“**ER**”) in the month of January or February 2022 AND who commit to the Essential Rewards Program (“**ERP**”) consecutively for 6 months from the enrollment month. The enrollment must be completed in Virtual Office only and local enrollment submission will NOT be accepted via email, phone, or walk-in during the Program Period. This Program is strictly for ER order fulfillments only. New brand partners who purchase 100PV Standard Order will not be eligible. Brand partner reactivations with a PremEX or Starter Kit (purchase made under the ERP) in the month of January or February 2022 will also be eligible to participate in the Program. For reactivation under ERP, please submit the reactivation request via this Jotform link: <https://form.jotform.com/MemberServiceMY/ER-Reactivation>. Foreign enrollments are allowed and enrollment requests that come in with insufficient/invalid documents and non-adherence to the email subject line will NOT be processed.

### How to Earn Awards

During the Program Period, participants earn awards by enrolling or reactivating with purchase of a PremEX or Starter Kit under the ER in the month of January or February 2022 AND who commit to the ER consecutively for 6 months from the enrollment month. A reactivated brand partner for the purpose of the Program is an inactive Young Living brand partner (in a terminated status) who has not placed an order of 100PV for more than 12 months.

Only the following products qualify as Premium Experience Kit for the purpose of the Program:

- Premium Experience Kit with Sweet Aroma Diffuser
- Premium Experience Kit with Desert Mist Diffuser
- Premium Experience Kit with Lantern Diffuser
- Premium Experience Kit with Feather the Owl Diffuser
- Premium Experience Kit with Aria Ultrasonic Diffuser



Only the following products qualify as Starter Kit for the purpose of the Program:

- Bloom Your Beauty Starter Kit
- Bloom Into A Radiant You Starter Kit
- Thieves/NingXia Starter Kit
- Limited Time Offer (LTO) Starter Kits

## Awards

New brand partners who enroll with a PremEX or Starter Kit under the ER and brand partner reactivations with a PremEX or Starter Kit (purchase made under ER) in the month of January or February 2022 AND who commit to the ERP consecutively for 6 months from the enrollment month will be awarded one (1) free Mini Aria Ultrasonic Diffuser upon completion of the Program on the 7<sup>th</sup> month. Eligible brand partners will receive the Mini Aria Ultrasonic Diffuser on the 7<sup>th</sup> month if an ER order is fulfilled in the said month. Approximate retail value ("ARV") of Mini Aria Ultrasonic Diffuser: **USD78.73**

## General Award Conditions

Young Living is not responsible for, and the participants will not receive the difference, if any, between the current value of an award at the time of the award and the ARV indicated in these terms and conditions or in any promotion-related correspondence or materials. In the event there are not enough eligible brand partners to offer all awards, Young Living reserves the right to only reward the number of awards as there are eligible brand partner. Any awards not rewarded after the Program Period may be left unawarded. The restrictions or conditions set forth herein are not all-inclusive. Awards are non-transferable and cannot be redeemed for cash or product credits, except that Young Living reserves the right, at its sole discretion, to substitute an award (or a portion thereof) for one of equal or greater value if the award cannot be offered as described for any reason. Awards are offered "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 federal, state, and local taxes (including income and withholding taxes), if any, as well as any other costs and expenses associated with award acceptance and use not specified herein as being provided are the participant's responsibility, regardless of whether the award is used in whole or in part.

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 from the Program in its entirety. Young Living reserves all rights to adjust the mechanics or criteria of the awards within the Program Period and decide on qualifying brand partner after auditing results.

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

Young Living will not be liable or held responsible in the event of cancellation of the Program or if delivery of an award is prevented, delayed or due to any circumstances beyond its control, including without limitation, natural disasters, strikes, picket lines, boycott efforts, fires, floods, accidents, global health warnings, pandemics, 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 awards with cash prizes of equivalent value.

### **Authorization**

Young Living and its authorized agents will collect, use, and disclose the personal information you provide when you participate in the Program for the purposes of administering the Program and award fulfillment. By participating in the Program and accepting the awards, the participants 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 technical or human error 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 hardware, software or viruses; or incomplete, late or misdirected entries. Any compromise to 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, amendment 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 entries 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 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 award.

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 hereunder 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 award 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 participant will be responsible for all applicable taxes on his or her award, whether or not the award is used, unless he or she refuses to accept the award at the time it is presented. Where applicable, the participant will have the fair market value of the accepted award reported on an applicable tax form. If certain aspects of the awards change and are not under the control of Young Living, or if for any reason, all or any part of the award is or becomes unavailable, Young Living will not be liable or responsible for any such changes and Young Living reserves the right to substitute an award with equivalent or greater value, at Young Living's sole and absolute discretion. No transfer of award to a third party is permitted. By accepting the awards, the participants 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 award or any part or aspect thereof.

Young Living shall be the final arbiter of the interpretation of all terms and conditions interpretations and of the qualification determinations and such decisions shall be final. Where applicable, the awards will be reported as income in the participant's annual tax form. Award participants will be responsible for the payment of all taxes for any award 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 members 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 terms and conditions including all eligibility requirements, (ii) warrant that any information the participants provide in connection with the Program is true and accurate, (iii) agree 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 and conditions contained herein. Participants who do not comply with the Program terms and conditions and Young Living's Policies and Procedures are subject to disqualification.

The Program is subject to all applicable laws of Malaysia. All matters and questions relating to the construction, validity, interpretation and enforceability of these Program terms and conditions, 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 Malaysia without

regard to conflicts of law principles. All participants agree to submit to the jurisdiction of the courts of Malaysia.

In the event of any conflict between any details of the Program contained in these terms and conditions 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 under these terms and conditions shall prevail.

Failure by Young Living or the decision not to enforce any provision of these terms and condition 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 terms and conditions 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 in the English, Bahasa Melayu and Chinese language versions of these terms and conditions, the English language version shall prevail.

### **FREQUENTLY ASKED QUESTIONS (FAQ)**

#### **Q1: Are existing brand partners eligible to participate in the Program?**

**A:** Any brand partner who enrolled prior to 1 January 2022 will not be eligible to participate in this Program. It is applicable for **NEW BRAND PARTNER** and **BRAND PARTNER REACTIVATIONS** with an Essential Rewards Premium Experience Kit or Starter Kit beginning in January or February 2022 onwards only.

#### **Q2: How do I enroll foreigners/expatriates working or living in Malaysia?**

**A:** Please email the required supporting documents to Member Services at [custservmy@youngliving.com](mailto:custservmy@youngliving.com)

- i. **January 2022 Foreign Enrollments** should be submitted (complete with the required documents) via email by 25 January 2022, 11.59 p.m., using this subject line in your email: **January 2022 FOREIGN ENROLLMENT.**
- ii. **February 2022 Foreign Enrollments** should be submitted (complete with the required documents) via email by 25 February 2022, 11.59 p.m., using this subject line in your email: **February 2022 FOREIGN ENROLLMENT.**

#### **Q3: What are the supporting documents required for foreigners/expatriates working or living in Malaysia to enroll?**

**A:** Please submit these supporting documents to [custservmy@youngliving.com](mailto:custservmy@youngliving.com):

- i. Scanned copy of Enrollment Form that has been completed and signed;
- ii. A copy of enrollee's Identity Card (IC) or passport, as well as a copy of working permit or visa;
- iii. A copy of any utility bill that reflects the enrollee's name and a Malaysian address as a proof of residence; and
- iv. List of other items to be included in the order, if any.

#### **Q4: I enrolled in January 2022 and fulfilled all the requirements of the Program, when will I receive the Mini Aria Ultrasonic Diffuser?**

A: A new brand partner who enrolls or reactivates in January 2022 must purchase a Premium Experience Kit or Starter Kit (Essential Rewards) in the month of enrollment (i.e., in this scenario, January 2022) and consecutively commit to the ERP from February to June 2022. The qualifying participant will receive the Mini Aria Ultrasonic Diffuser by **July 2022 (the 7<sup>th</sup> month)** if an Essential Rewards order is fulfilled in the said month.

**Q5: I enrolled in February 2022 and fulfilled all the requirements of the Program, when will I receive the Mini Aria Ultrasonic Diffuser?**

A: A new brand partner who enrolls or reactivates in February 2022 must purchase a Premium Experience Kit or Starter Kit (Essential Rewards) in the month of enrollment (i.e., in this scenario, February 2022) and consecutively commit to the ERP from March to July 2022. The qualifying participant will receive the Mini Aria Ultrasonic Diffuser by **August 2022 (the 7<sup>th</sup> month)** if an Essential Rewards order is fulfilled in the said month.

**Q6: I enrolled after January 2022 and have purchased a Premium Experience Kit or Starter Kit on Essential Rewards and commit to my 5<sup>th</sup> and 6<sup>th</sup> month on Essential Rewards order. Will I receive the Mini Aria Ultrasonic Diffuser on the 7<sup>th</sup> month when I purchase a Standard Order?**

A: No. The Mini Aria Ultrasonic Diffuser will be sent together with the 7<sup>th</sup> month's Essential Rewards order.

**Q7: I enrolled in February 2022 and have purchased a Premium Experience Kit or Starter Kit but did not commit to Essential Rewards. Will I be entitled if I commit to Essential Rewards in March, April, and May?**

A: No. The Premium Experience Kit or Starter Kit order in the enrollment must be on Essential Rewards.

**Q8: I enrolled after January 2022 and started enrolling new brand partners in the same month. Will these new brand partners or downlines be eligible to participate in this Program?**

A: Yes. Any new brand partners enrolled in January 2022 can participate in this Program by purchasing a Premium Experience Kit or Starter Kit on Essential Rewards in the month of enrollment and fulfills the Essential Rewards order. The Mini Aria Ultrasonic Diffuser will be sent together with the 7<sup>th</sup> month's Essential Rewards order.

**Q9: I enrolled in February 2022 and started enrolling new brand partners in the same month. Will these new brand partners or downlines be eligible to participate in this Program?**

A: Yes. Any new brand partners enrolled in February 2022 can participate in this Program by purchasing a Premium Experience Kit or Starter Kit on Essential Rewards in the month of enrollment and fulfills the Essential Rewards order. The Mini Aria Ultrasonic Diffuser will be sent together with the 7<sup>th</sup> month's Essential Rewards order.

**Q10: I enrolled after January 2022 and purchased a Premium Experience Kit or Starter Kit on Essential Rewards, but missed the February 2022 Essential Rewards order. Can I purchase a total of 200PV in March 2022 on Essential Rewards to make up for the 100PV for February?**

A: No. The Essential Rewards order commitment of 6 consecutive months from the month of enrollment is required. Any missed months will disqualify a brand partner's eligibility to the Program.

**Q11: If a new or reactivated brand partner enrolled in January 2022 and purchased a Premium Experience Kit or Starter Kit in the month of enrollment, but missed one month of Essential Rewards order between February and July 2022, can that missed Essential Rewards be backdated?**

A: No. There will be no backdating of missed Essential Rewards. It is compulsory that the Essential Rewards orders are made consecutively after the month of enrollment/reactivation in order to fulfill the requirements of the Program. The same applies to February 2022 new or reactivated brand partners who missed one month of ERP between March 2022 and August 2022.

**Q12: If a newly enrolled or reactivated brand partner (after January 2022) purchased a Premium Experience Kit or Starter Kit without selecting the first order as Essential Rewards, is the brand partner still going to be eligible to participate in this Program if the consecutive Essential Rewards commitments are met?**

A: No. All new or reactivated brand partners' first Premium Experience Kit or Starter Kit orders in the month of enrollment or reactivation will have to be selected as Essential Rewards or they will not be eligible to participate.

**Q13: If a newly enrolled or reactivated brand partner (after January 2022) mistakenly purchased a Premium Experience Kit or Starter Kit under Standard Order, can they contact Member Services to perform a conversion?**

A: No. Conversion from Standard Order to Essential Rewards order is not allowed.

– END OF DOCUMENT –