

YOUNG LIVING ASIA-PACIFIC (APAC) PREMIUM STARTER KIT GRAPHIC DESIGN CONTEST

TERMS & CONDITIONS

Cancellation and Refunds; Force Majeure:

The winner who qualifies for the prize associated with the Contest and then attempts to cancel will not receive a refund. Young Living and/or its Related Companies will not be held responsible 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 participation on this promotion), 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.

License:

By participating in the Contest and accepting a prize, a member and/or employee consents to the use of his or her name, address (city and state/province of residence), voice, and statements relating to the Contest 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 Companies in any media without territorial or time limitation, except where prohibited by law.

Limitations of Liability:

Young Living and/or its Related Companies are 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 above or in any promotion-related correspondence or materials. Young Living and/or its Related Companies are not responsible for any inaccuracies in information that may be used in the Contest for any technical or human error that may occur in the processing of entries, including data entered by participants, any 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 Contest related to a computer virus or similar type of technical impairment that may affect the proper fairness, security, and administration of the Contest may result in the termination, amendment, or modification of the Contest or portion thereof at the sole discretion of Young Living and/or its Related Companies. Young Living and/or its Related Companies reserve the right, in its sole discretion, to void any entry of participants whom Young Living and/or its Related Companies believe have attempted to tamper with or impair the administration, security, or fairness of the Contest or to disqualify any participant who acts in a non-sportsman like manner or 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 out-of-pocket costs or losses that may arise in connection with participation in the Contest, acceptance, possession, and/or use of any prize.

Participants shall defend, indemnify and hold harmless Young Living and/or its Related Companies 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 and/or its Related Companies 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 in connection with the Contest 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, therefore some of these restrictions may not apply to you.

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 aspects of a prize change outside the control of Young Living and/or its Related Companies, or if, for any reason, all or any portion of a prize is or becomes unavailable, Young Living and/or its Related Companies will not be liable or responsible for any such changes and reserves the right to substitute a prize of equivalent or greater value at Young Living's and/or its Related Companies' sole and absolute discretion. No transfer of a prize to a third party is permitted. No cash substitutions will be offered for non-cash prizes. By accepting a prize, the winners agree that Young Living and its Related Companies 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 a prize or any aspects or parts thereof.

Young Living and/or its Related Companies will be the final arbiter of all rule interpretations and qualification determinations and such decisions will be final. Where applicable, any qualification subsidy will be reported as income on the winners' annual 1099 form (or other applicable tax form in the respective countries). If applicable, prize winners will be responsible for paying all taxes on subsidy or subsidies granted by Young Living and/or its Related Companies. The Contest is void where prohibited by law. Young Living and/or its Related Companies reserves the right to suspend or terminate the Contest, without notice, if it deems necessary, in its sole discretion.

The participants represent and warrant that he or she is the owner of the proprietary rights (including registered or unregistered intellectual property rights) in, or has the right to use and modify, the designs, drawings, logos, data, documents, and materials that are provided to Young Living and/or its Related Companies. The participants further warrant and represent that their entries will not constitute an infringement of the copyrights, trademarks, industrial designs, patents, or any other proprietary rights, intellectual property rights of any third party or entity, or breach the contractual rights of any third party.

All designs, drawings, logos, data and documents created by the participants will remain the property of the participants. Young Living and/or its Related Companies shall not acquire any rights or interests in any such designs, drawings, logos, data and documents.

All the proprietary rights (including registered or unregistered intellectual property rights) related to any designs, drawings, logos, data, documents, reports, specifications, research, processes, formulas, licenses, permits, inventions and/or any other works created, produced or generated in whatever form by the prize winners for the purpose of participation in the Contest shall automatically become the exclusive property of Young Living and/or its Related Companies, which can be used freely worldwide without any limitation, restrictions or any additional payment. For this purpose, the prize winners agree to transfer and assign to Young Living and/or its Related Companies any and all rights, titles and interests in the intellectual property rights (including without limitation, all licenses, patents, copyrights, trademarks, industrial designs, internet domain names, logos, trade names, service marks, software systems, source code, databases, inventions, and any application or right to apply for registration of any of those rights) which may arise directly or indirectly during and or as a result of the prize winners entries into the Contest and all materials created in relation to the Contest.

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 the Contest is true and accurate; (iii) agree to be bound by the decisions of Young Living and/or its Related Companies which shall be final and binding in 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 these Contest rules. Participants who do not comply with these Contest rules and Young Living's Policies and Procedures are subject to disqualification.

Young Living and/or its Related Companies reserve the right in its sole discretion to cancel, modify, or suspend the Contest at any time, with or without notice, for any reason or no reason, including if fraud, technical failures, viruses, bugs, errors in programming, or any other causes corrupt the administration, security, or integrity of the Contest.

The Contest is subject to all applicable federal, state, provincial, and municipal laws. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Contest rules or the rights and obligations of participants and Young Living in connection with the Contest shall be governed by and construed in accordance with the laws of Malaysia without regard to conflicts of law principles. All participants of Young Living agree to submit to the jurisdiction and venue of the local courts of Malaysia. For participants from the countries where the Related Companies are located, the applicable laws and courts will be those registered under the distributor's/member's agreements or the employee's country of domicile in each jurisdiction.

In the event of any conflict with any Contest details contained in these Contest rules and contest details contained in other contest materials (including, without limitation, any point of sale, online, or print advertising), the details of the Contest as set forth in these Contest rules shall prevail.

The invalidity or unenforceability of any provision of these Contest rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Contest rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.