



### **1. OFFER PERIOD**

The Level Up program is offered by Young Living Essential Oils, LC, ("Young Living"). The Offer Period begins on June 1, 2020, at midnight, mountain time ("MT"), and ends on June 30, 2020, at 11:59 p.m., MT (the "Offer Period"). Young Living's method of timekeeping is the official time clock for the Offer and is final and undisputable. By participating in the Offer, 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 this Offer and the Prize(s), including without limitation eligibility and/or disqualification of entries.

### **2. ELIGIBILITY**

The Offer is open to active members who are in good standing with Young Living, are 18 years of age or older at the time of the incentive, and who have a primary billing address (listed on their member account) and proof of citizenship in the United States of America. "Active members" are members who have made a purchase of at least 50 Personal Volume (PV) in the last 12 months and have signed the Young Living Member Agreement ("Participant"). Employees of Young Living and its associated entities and their spouses and immediate family members are not eligible to participate in this Offer.

### **3. EARNING OF PRIZES**

During the Offer Period, Participants earn the Level Up Prize by completing two requirements.

1. The Participant must have two new, reactivated, or upgraded from retail to wholesale Young Living members, whom the Participant personally enrolled, reactivated, or upgraded.
2. The Participant must personally enroll the same two new Young Living members in Essential Rewards (ER) with an order of 100 PV or more: Participants can qualify for the Level Up prize when the downline members of their team, mentioned above—whom they personally enrolled, reactivated, or upgraded from retail to wholesale accounts, enroll in ER with a purchase of 100 PV or higher (which may include the purchase of a PSK) during the Offer Period. Each such purchase of 100 PV or ER will be referred to as a "Qualifying Purchase". Purchases made outside of the Offer Period or through Young Living's Sponsor Placement Program will not count toward the qualification for the Level Up prize. Prizes will be awarded only for one qualifying order per personally enrolled, reactivated, or upgraded retail to wholesale downline member account during the Offer Period.

During the Offer Period, Participants earn the Level Up and Double Up Prize by completing two requirements.

1. The Participant must have four new, reactivated, or upgraded from retail to wholesale Young Living members, whom the Participant personally enrolled, reactivated, or upgraded.
2. Personally enrolling the same four new Young Living members in Essential Rewards (ER) with an order of 100 PV or more: Participants can qualify for the Level Up prize when the downline members of their team, mentioned above—whom they personally enrolled, reactivated, or upgraded from retail to wholesale accounts, enroll in ER with a purchase of 100 PV or higher (which may include the purchase of the PSK) during the Offer Period. Each such purchase of 100 PV or ER will be referred to as a “Qualifying Purchase”. Purchases made outside of the Offer Period or through Young Living’s Sponsor Placement Program will not count toward the qualification for the Level Up prize. Prizes will be awarded only for one qualifying order per personally enrolled, reactivated, or upgraded retail to wholesale downline member account during the Offer Period.

Customers who purchase 100 PV on an ER order, but return all or a portion of their order, such that they drop below 100 PV, before June 30, 2020, at 11:59 p.m., MT, will not be counted toward the total of qualifying purchases.

During the Offer Period, Participants may be audited on a regular basis to monitor compliance with the Young Living Policies and Procedures applicable to the member’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 may disqualify the Participant from the Offer in its entirety.

#### (A) Prizes

Participants who meet the requirements above for Level up between June 1, 2020, at midnight, MT, and June 30, 2020, at 11:59 p.m., MT, will be awarded one Carrot Seed 5 ml, Cypress 15 ml, Geranium 5 ml, Stress Away 5 ml, Grapefruit 15 ml, Lemongrass 15 ml, Lime 15 ml, and Tangerine 15 ml. Prizes will be shipped to Participants in July 2020. Limit of one Carrot Seed 5 ml, Cypress 15 ml, Geranium 5 ml, Stress Away 5 ml, Grapefruit 15 ml, Lemongrass 15 ml, Lime 15 ml, and Tangerine 15 ml. (“Prize”) per qualifying Participant. This Prize has an approximate retail value (ARV) of \$172.38 USD.

Participants who meet the requirements above for Level up Double Up between June 1, 2020, at midnight, MT, and 11:59 p.m., MT, on June 30, 2020, will be awarded one Carrot Seed 5 ml, Cypress 15 ml, Geranium 5 ml, Stress Away 5 ml, Grapefruit 15 ml, Lemongrass 15 ml, Lime 15 ml, Tangerine 15 ml and one Aroma Essential Oil Backpack. Prizes will be shipped to Participants in July 2020. Limit of one Carrot Seed 5 ml, Cypress 15 ml, Geranium 5 ml, Stress Away 5 ml, Grapefruit 15 ml, Lemongrass 15 ml, Lime 15 ml, Tangerine 15 ml and one Aroma Essential Oil Backpack. (“Prize”) per qualifying Participant. These Prizes have an approximate retail value (ARV) of \$303.63 USD.

#### **4. GENERAL PRIZE CONDITIONS**

Prizes must be accepted as offered and may not be substituted, transferred, or redeemed for cash or otherwise, except at Young Living’s sole discretion. Approximate value is an approximation and may differ; Young Living will not be responsible for any difference between stated and actual value. Young Living reserves the right, at its sole discretion, to substitute a Prize of greater or equivalent monetary value if the Prize cannot be offered as described for any reason.

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 Participant's responsibility, regardless of whether the Prize is used in whole or in part. In the event there are not enough eligible members to offer all Prizes, Young Living reserves the right to only award the number of Prizes as there are eligible Participants. Any Prizes not given after the Offer Period may remain unawarded. Prize restrictions/conditions stated herein are not all-inclusive. Prizes are offered "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.

## **5. NOTIFICATION/PRIZE ACCEPTANCE**

Participants who qualify for a Prize will be determined following the conclusion of the Offer Period. On or about July 08, 2020, the Participants who qualified for the Prize will be notified via email at the email address on file for the qualifying Participant. The email will contain details around the Prize and Prize issuance.

## **6. PRIVACY AND PUBLICITY**

Young Living and its authorized agents will collect, use, and disclose the personal information you provide when you participate in the Offer for the purposes of administering the Offer and Prize fulfillment.

By accepting any Prize, the respective Participant consents to the use of his/her name, address (city, state, and country of residence), voice, and statements relating to the Offer and Young Living, and photographs or other likeness, 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, without further compensation or notice, and hereby releases Young Living from any liability with respect thereto.

## **7. LIMITATIONS OF LIABILITY**

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

By participating in the Offer, 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 Offer or acceptance, possession, and use of any Prize.

All causes of action arising out of or connected with this Offer or any Prize 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.

## **8. OTHER TERMS AND CONDITIONS**

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 Prize, Participant agrees 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 Term and Condition interpretations and qualification determinations, and such decisions will be final. Where applicable, Prizes will be reported as income on the qualifying Participants' annual tax forms. Participants who qualify for a Prize will be responsible for paying all taxes on any Prize and/or subsidy or subsidies granted by Young Living. Young Living reserves the right to suspend or terminate this Offer, without notice, for any reason or no reason, in its sole discretion. All Participants who qualify will be subject to auditing or verification.

By participating in the Offer, you (i) acknowledge compliance with these Terms and Conditions including all eligibility requirements, (ii) warrant that any information you provide in connection with this Offer 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 Offer. Participants who have not complied with these Terms and Conditions are subject to disqualification.

This Offer is subject to all applicable federal, state, and provincial laws. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of Participant and Young Living in connection with the Offer, shall be governed by, and construed in accordance with, the substantive laws of the State of Utah without regard to conflicts of law principles. All Participants consent to the jurisdiction and venue of the Federal, state, and local courts of Utah.

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

Young Living's failure to or decision not to enforce any provision in these Terms and Conditions 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 Terms and Conditions 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.