



## **ELITE EXPRESS: Program Rules**

No purchase or payment necessary to participate.

### **Program Details:**

Young Living Essential Oils, LC, located at Thanksgiving Point Business Park, 3125 Executive Parkway, Lehi, UT 84043 ("Young Living") is launching the ELITE EXPRESS program on March 1, 2016 at 12 a.m., MT ("Program Initiation Date"). Members who achieve the rank of Star are eligible to participate in the ELITE EXPRESS program. The ELITE EXPRESS program consists of four reward tracks and one bonus track that offers an added incentive for members to achieve and maintain leadership ranks within the Young Living Compensation Plan, as outlined in that plan. Members are provided with rewards and recognition for achieving specified leadership ranks within a specifically defined amount of time from a prequalifying rank.

The ELITE EXPRESS program is an additional incentive intended to motivate and reward elite, high-performing members. While all members are encouraged to participate, it is important to remember that it is not intended to replace other qualifications or incentives that are offered to Young Living's member base, including compensation and bonuses offered under the Young Living Compensation Plan. However, as of the Program Initiation Date, ELITE EXPRESS will replace the Si6 program existing prior the Program Initiation Date. Members who qualify for the rank of Executive by February 29, 2016, will be grandfathered into the existing Si6 program for that Silver track of the ELITE EXPRESS program as described below.

### **Program Rules:**

1. A participating member must achieve a prequalifying rank for each specific reward track (described below) to initiate the beginning of a qualification period.
2. The member must maintain the prequalifying rank throughout the qualification period.
3. The member must achieve the qualifying rank for each reward track within the qualifying period specified for each reward.
4. The qualification period for each reward track begins on the 1<sup>st</sup> of the month following a member's first time achievement of the prequalifying rank.

### **Eligibility:**



The ELITE EXPRESS program is open to Young Living members (“Members”) who are active, have achieved at least the rank of Star, are in good standing, are at least 18 years of age, and have a primary billing address located in the United States of America, Australia, Canada (excluding Quebec), Europe, Hong Kong, Japan, Malaysia, Mexico, Ecuador, and Singapore. This promotion shall exclude all Members in NFR markets. Void where prohibited. Active members are Members who have made a purchase of at least 50 PV in the last 12 months and signed the Young Living Member Agreement. Members in good standing are in compliance with all terms of Young Living’s Member Agreement and Policies and Procedures.

### **Program Qualifications and Requirements:**

The following are the reward and bonus tracks for which ELITE EXPRESS incentives are offered.

- **Ei3:** This reward is earned by achieving the rank of Executive within 3 months of achieving the Star rank for the first time.
  - Prequalifying Rank: Star
  - Qualification Period: 3 months from first time qualifying as Star
  - Maintenance Requirement: Maintain Star or Sr. Star each of the qualifying months
- **Si6:** This reward is earned by achieving the rank of Silver within 6 months of achieving the Executive rank for the first time.
  - Prequalifying Rank: Executive
  - Qualification Period: 6 months from first time qualifying as Executive
  - Maintenance Requirement: Maintain Executive each of the qualifying months
- **Gi6:** This reward is earned by achieving the rank of Gold within 6 months of achieving the Silver rank for the first time.
  - Prequalifying Rank: Silver
  - Qualification Period: 6 months from first time qualifying as Silver
  - Maintenance Requirement: Maintain Silver each of the qualifying months
- **Pi5:** This reward is earned by achieving the rank of Platinum within 5 months of achieving the Gold rank for the first time.
  - Prequalifying Rank: Gold
  - Qualification Period: 5 months from first time qualifying as Gold
  - Maintenance Requirement: Maintain Gold each of the qualifying months



- **BONUS Elite 20:** This bonus track and reward is earned by completing each of the 4 reward tracks (Ei3, Si6, Gi6, and Pi5) in 20 months.
  - Prequalifying Rank: Star
  - Qualification Period: 20 months from first time qualifying as Star

**Members on Track for Former Si6 (Silver in 6) Award:**

If a member is already working toward Si6 and achieves Executive for the first time on or before February 29, 2016, the member will be grandfathered into the existing Si6 program and have the opportunity to qualify for the Premier Aroma Collection at the Silver level.

**Rewards and Recognition:**

The following table provides the rewards for each reward and bonus track in the ELITE EXPRESS program:

Level	Reward
Ei3	<p>One Seed to Seal® Collection (featuring one Aria Ultrasonic Diffuser, and one Farm Bundle of essential oils, namely one 5-ml Peppermint essential oil, one 5-ml Idaho Blue Spruce essential oil, one 5-ml Ylang Ylang essential oil, and a case to hold these essential oil bottles)</p> <p>One Red Padfolio</p> <p><b>Total Approximate Retail Value ("ARV") of Reward: \$424.00 USD</b></p>
Si6	<p>One 30-Oil Collection (featuring a 15-ml bottle of Frankincense, Peppermint, Lavender, PanAway, Lemon, Orange, Cypress, DiGize, Balsam Fir, Grapefruit, Oregano, Thyme, Tea Tree, Aroma Siez, Marjoram, Ylang Ylang, Basil, Purification, Sacred Frankincense, Wintergreen, Lemongrass, and Cedarwood essential oils; two 15-ml bottles of Citrus Fresh, Joy, Thieves, and Copaiba essential oils; and an accompanying case)</p> <p>One Fitbit Charge HR</p> <p><b>Total ARV: \$1,650.00 USD</b></p>
Gi6	<p>One One-Year Supply of NingXia Red – (featuring 24, 750-ml bottles of NingXia Red)</p>



	<p>One Thieves Complete Set (featuring 2 Thieves Laundry Soap, 2 Thieves Foaming Hand Soap 3-pk., 2 Thieves Foaming Hand Soap Refill 32 oz., 2 Thieves Household Cleaner 64 oz., and 2 Thieves essential oil blend 15 ml)</p> <p>One Gold iPad Mini 64GB</p> <p>One Padfolio insert</p> <p><b>Total ARV: \$1,850.00 USD</b></p>
<b>Pi5</b>	<p>One Premier Aroma Collection (featuring a 5-ml bottle of 120 unique types of essential oils all in a Premium Display Case)</p> <p>One Diffuser Collection (featuring one AromaLux Diffuser, one Dewdrop Diffuser, one USB Diffuser – White, one Rainstone Diffuser, and one Dino Land Ultrasonic Diffuser)</p> <p>One Tumi Briefcase or other branded luggage</p> <p><b>Total ARV: \$4,265.00 USD</b></p>
<b>Bonus: Elite 20</b>	<p>1,000 Essential Reward Points</p> <p>1 registration fee paid for the following year's Young Living International Grand Convention</p> <p><b>Total ARV: \$1,300.00 USD</b></p>

**Cancellation and Refunds: Force Majeure:**

A member who qualifies for an incentive reward and then attempts to cancel the order(s) will not receive a refund for such order(s). Young Living will not be held responsible if delivery of a reward is prevented or delayed due to any of the following: out of stock, strikes, picket lines, boycott efforts, fires, floods, accidents, 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), 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 ELITE EXPRESS program and accepting an incentive and/or reward, a member consents to the use of his or her name, address (city and state/province of residence), voice, and statements relating to the ELITE EXPRESS



program 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 is 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 in these Official Rules or in any promotion-related correspondence or materials. Young Living and its affiliates, subsidiaries, and parent companies are not responsible for any inaccuracies in information that may be used in the ELITE EXPRESS program, for any technical or human error that may occur in the processing of orders, including data entered by members, 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 orders. Any compromise to the fair and proper conduct of the ELITE EXPRESS program related to a computer virus or similar type of technical impairment that may affect the proper fairness, security, and administration of the ELITE EXPRESS program may result in the termination, amendment, or modification of the program or portion thereof at the sole discretion of Young Living. Young Living reserves the right, in its sole discretion, to void any order of members whom Young Living believes have attempted to tamper with or impair the administration, security, or fairness of the ELITE EXPRESS program or to disqualify any member who acts in a non-sportsman like manner or with the intent to threaten or harass any other person.

By participating in the ELITE EXPRESS program, each member waives 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 ELITE EXPRESS program, acceptance, possession, and/or use of a reward.

All causes of action arising out of or in connection with the ELITE EXPRESS program or any reward 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:**

Each reward recipient will be responsible for all applicable taxes on his or her reward, whether or not the reward is used, unless he or she refuses to accept a reward at the time it is presented. Where applicable, the recipient will have the fair market value of the accepted reward reported on an applicable tax for (e.g., a Form 1099-MISC in the



USA or Form T4A in Canada). If aspects of a reward change outside the control of Young Living, or if, for any reason, all or any portion of a reward is or becomes unavailable, Young Living will not be liable or responsible for any such changes and reserves the right to substitute a reward of equivalent or greater value at Young Living's sole and absolute discretion. No transfer of a reward to a third party is permitted. No cash substitutions will be offered for non-cash rewards. By accepting a reward, the recipient 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 a reward 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. Where applicable, any qualification subsidy will be reported as income on the recipients' annual 1099 form. Reward recipients will be responsible for paying all taxes on subsidy or subsidies granted by Young Living. The ELITE EXPRESS program is void where prohibited by law. All members who participate and qualify will be subject to auditing or verification of their point totals.

By participating in the ELITE EXPRESS program, you (i) acknowledge compliance with these ELITE EXPRESS program rules, including all eligibility requirements; (ii) warrant that any information you provide in connection with the ELITE EXPRESS program 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 ELITE EXPRESS program. Members who do not comply with these ELITE EXPRESS program rules and Young Living's Policies and Procedures are subject to disqualification. Young Living reserves the right in its sole discretion to cancel, modify, or suspend the ELITE EXPRESS program 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 ELITE EXPRESS program.

The ELITE EXPRESS program is subject to all applicable federal, state, provincial, and municipal laws. All issues and questions concerning the construction, validity, interpretation, and enforceability of these ELITE EXPRESS program rules or the rights and obligations of participant and Young Living in connection with the ELITE EXPRESS program 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 ELITE EXPRESS program details contained in these the ELITE EXPRESS program rules and ELITE EXPRESS program details contained in other materials (including, without limitation, any point of sale, online, or print advertising), the details of the ELITE EXPRESS program as set forth in these ELITE EXPRESS program rules shall prevail.



The invalidity or unenforceability of any provision of these ELITE EXPRESS program 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 ELITE EXPRESS program 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.

