

## Elite Express Program Rules

### Elite Express

#### Program Rules

No purchase or payment necessary to participate

#### Program Details

Young Living Hong Kong, located at 7/F The Wellington, 198 Wellington Street, Central, Hong Kong (“Young Living”) is launching the Elite Express program on August 1, 2018, at 12 a.m., HKT (“Program Initiation Date”). Members who achieve the rank of Senior Star are eligible to participate in the Elite Express program. The Elite Express program consists of five reward tracks and one bonus track that offer 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 August 1, 2018, Elite Express will replace the original Elite Express program existing prior to the Program Initiation Date. Members who qualify for the rank of Star by July 31, 2018, will be grandfathered into the original Elite Express program. Those members will be eligible to qualify for their next track in the old Elite Express program, then will be moved into the new Elite Express program. The new 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.

5. Members will see the Express Reward points and Essential Reward points will be added after the commission period has finalized.

## **Eligibility**

The Elite Express program is open to Young Living members (“Members”) who are active, have achieved at least the rank of Senior 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, Indonesia, Europe, Hong Kong, Japan, Malaysia, Mexico, New Zealand, Ecuador, Taiwan, or Singapore. This promotion shall exclude all Members in NFR markets and is 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 qualifications and requirements for Elite Express:

- E2: This reward is earned by achieving the rank of Executive within two months of achieving the Senior Star rank for the first time.
  - Prequalifying Rank: Senior Star
  - Qualification Period: Two months from first time qualifying as Senior Star
  - Maintenance Requirement: Maintain Senior Star each of the qualifying months
- S4: This reward is earned by achieving the rank of Silver within four months of achieving the Executive rank for the first time.
  - Prequalifying Rank: Executive
  - Qualification Period: Four months from first time qualifying as Executive
  - Maintenance Requirement: Maintain Executive each of the qualifying months
- G8: This reward is earned by achieving the rank of Gold within eight months of achieving the Silver rank for the first time.
  - Prequalifying Rank: Silver
  - Qualification Period: Eight months from first time qualifying as Silver
  - Maintenance Requirement: Maintain Silver each of the qualifying months
- P8: This reward is earned by achieving the rank of Platinum within eight months of achieving the Gold rank for the first time.
  - Prequalifying Rank: Gold
  - Qualification Period: Eight months from first time qualifying as Gold
  - Maintenance Requirement: Maintain Gold each of the qualifying months
- D8: This reward is earned by achieving the rank of Diamond within eight months of achieving the Platinum rank for the first time.
  - Prequalifying Rank: Platinum
  - Qualification Period: Eight months from first time qualifying as Platinum
  - Maintenance Requirement: Maintain Platinum each of the qualifying months

- **BONUS** Elite 30: This bonus track and reward is earned by completing each of the five reward tracks (E2, S4, G8, P8, and D8) in 30 months.
  - Prequalifying Rank: Senior Star
  - Qualification Period: 30 months from first time qualifying as Senior Star
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### **Members on Track for Former Elite Express Program Rewards**

If a member is already working toward Ei3, Si6, Gi6, or Pi5 and achieves Star, Senior Star, Executive, Silver, or Gold for the first time on or before March 31, 2018, the member will be grandfathered into the old Elite Express program and have the opportunity to qualify for the old rewards on the old timelines for the member's next rank.

***For example:*** If a member achieves Silver by July 31<sup>st</sup>, 2018, they will have the opportunity to achieve and be rewarded with the Gold in 6 rewards. After the six-month period, whether that member achieves Gi6 or not they will be automatically enrolled in the new Elite Express program.

### **Rewards and Recognition**

The following table provides the rewards for each reward and bonus track in the Elite Express program:

TIMELINES	REWARDS
Executive in 2	2,000 Express Reward points and 100 Essential Reward points
Silver in 4	4,000 Express Reward points and 200 Essential Reward points
Gold in 8	10,000 Express Reward points and 300 Essential Reward points
Platinum in 8	16,000 Express Reward points and 800 Essential Reward points
Diamond in 8	20,000 Express Reward points
Elite in 30	20,000 Express Reward points

### **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, 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 who 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-sportsmanlike 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.

## **Essential Rewards**

Participation requires enrollment in a regular monthly order worth at least 50 PV. Young Living reserves the right to exclude any unavailable item(s).

You will not earn PV on products purchased with Essential Rewards points. Points may be redeemed on full PV product only. Some items, such as promotional items, may not be available for purchase using Essential Rewards points. Other exclusions may apply. Members are responsible for shipping, handling, and any applicable shipping tax. The cancellation of any Essential Rewards order forfeits all unused Essential Rewards points and resets the monthly participation in the program to zero. Points earned on any returned product will be forfeited.

Months enrolled in Essential Rewards must be consecutive. Month one begins at the time of enrollment. Points cannot be redeemed until a member has participated in Essential Rewards for two consecutive months. Members may redeem up to 375 points per month. Points will expire on a rolling 12-month basis, meaning you may use them for 12 months from the date you earned them. If you drop out of the Essential Rewards program, you forfeit all points. Generally, one point is equivalent to \$1. Redeem points on Virtual Office or by calling Customer Service Team at **2897-5600**.

## **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 form (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 recipient's 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 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.