

# *‘YOUNG LIVING CAPTIVATE 2023’*

## *INCENTIVE PROGRAM OFFICIAL RULES*

### PROGRAM

Young Living Captivate Incentive Program (the “Program”) is sponsored by Young Living Philippines (“Young Living”). Qualification Period begins April 1, 2023, at 12:01 a.m. and ends July 31, 2023, at 11:59 p.m., according to the time zone applicable to the sponsor’s office, Young Living Philippines in which the program is being sponsored. Young Living’s method of timekeeping is the official time clock for the program and is final and undisputable. Winners will be selected after the Qualification Period, based on the pre-determined criteria listed below and the membership rank of each eligible Young Living Brand Partner. Rank is based on the ranking system outlined in the Young Living Compensation Plan.

### ELIGIBILITY

YLC is open to all existing members (as of Feb 2023) who are in good standing with Young Living.

Eligible Members may be referred to herein as “Participants”. Participants must:

1. Be 18 years old or above by February 1, 2023;
2. Have their main billing address (listed under member account) in the (Country).
3. Pair up in a team of three from the same country and assign a team leader
4. Paid Executive and below will compete following Silver requirements.

### REGISTRATION

Participants must register as a team of three (3) and assign a team leader. All three participants must be eligible participants and reside in the same market. This program excludes all Members in other countries and is void where prohibited.

Eligible brand partners would need to opt in at <https://bit.ly/YLPH-YLCOptIn> which will be open from 17<sup>th</sup> March 2022, at 6:00 p.m. till 31<sup>st</sup> March 2022, at 11.59 p.m. Young Living’s method of timekeeping is the official time clock for the program and is final and undisputable.

### QUALIFICATION PERIOD

Qualification period begins April 1, 2023, at 12:01 a.m. and ends July 31<sup>st</sup>, 2023, at 11:59 p.m. Young Living’s method of timekeeping is the official time clock for the Program and is final and undisputable.

HOW TO WIN

Winners, who can fulfill all the three requirements (#1-3) as listed below during the qualification period, will be qualified for the Trip. The competing rank is based on the Member’s paid rank as of February 2023.

Qualification Goals

Baseline OGV (November 2022 + December 2022 + January 2023 + February 2023) as BOGV

VS

Qualifying OGV (April 2023 + May 2023 + June 2023 + July 2023) as QOGV



Criteria 1: Business Growth (OGV Growth)

	Paid Executives & below	Silver	Gold	Platinum	Diamond
Criteria Exclusion for Participants with BOGV	BOGV <40K, min QOGV >= 60K QOGV	BOGV <40K, min QOGV >= 60K QOGV	BOGV >=600K, OGV growth 120K	BOGV >=1.2M, OGV growth 120K	BOGV >=2.4M, OGV growth 120k
Business Growth (OGV Growth)	BOGV >=240K, OGV growth 120K	BOGV >=240K, OGV growth 120K	20% QOGV growth from BOGV	10% QOGV growth from BOGV	5% QOGV growth from BOGV

\*Paid Executive and below will compete following Silver requirements.

EXAMPLE:

Example: Silver A

Total Baseline OGV (accumulated 4 months) = 52,000 OGV

- Target Growth Goal for Silver = 52,000 \* 50% = 26,000 OGV
- Target Qualifying OGV (accumulated from April-July) = 26,000+ 52,000 >= 78,000 OGV

Example: Silver B

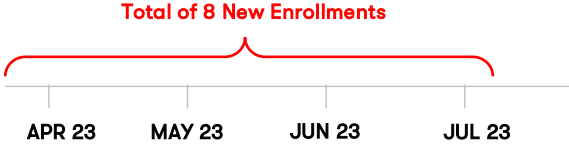
Total Baseline OGV (accumulated 4 months) = 38,000 OGV

- Target Growth Goal for Silver = Less than 40,000 OGV = Min QOGV growth >= 60,000 OGV
- Target QOGV (accumulated from April-July) = 60,000 OGV (criteria exclusion)

Criteria 2: Personal Productivity

Personal Productivity	<ul style="list-style-type: none"> <li>Minimum 100 PV OTG / Month</li> <li>Total 8 New Enrollments within the program period (April 2023 – July 2023)</li> </ul>
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EXAMPLE :



\*New Enrollments are registered as New Members with no prior registrations with Young Living within the APAC Market.

\*For personal productivity criteria, enrollments must be within APAC and have placed a valid order within enrollment month

Criteria 3 : Team Management (Leg Growth)

	Silver	Gold	Platinum	Diamond
Team Management	Grow in ONE Non-Qualifying leg* (within APAC)	Grow in ONE Non-Qualifying leg* (within APAC)	Grow in ONE Non-Qualifying leg* (within APAC)	
	<p style="text-align: center;">+2,000 OGV vs Baseline Months</p> <p style="text-align: center;"><b>ONE Executive</b> (rank up and maintain min 1 month consecutively)</p>	<p style="text-align: center;">+3,000 OGV vs Baseline Months</p> <p style="text-align: center;"><b>TWO Executives</b> (rank up and maintain min 1 month consecutively)</p>	<p style="text-align: center;">+4,000 OGV vs Baseline Months</p> <p style="text-align: center;"><b>THREE Execs OR ONE Silver</b> (rank up and maintain min 1 month consecutively)</p>	

Criteria Regulations

Selection of Non-Qualifying Leg

- Selection of a \*Non-Qualifying Leg\* must be a Brand Partner within the APAC Market
- All leg information will be determined as of Feb 2023.

BOGV Growth of Non-Qualifying Leg

- Grow the selected Non-Qualifying Leg (++ OGV) vs Sum of Baseline Month

Example: **Silver A**

Non-Qualifying Leg (BOGV) = (Sum of Baseline Months) 6,000 OGV

Goal: 6,000 OGV + 2000 OGV = (Sum of Qualifying Months) 8,000 OGV accumulated

Downline to Up rank (D2U)

- Rank up required number of **Personally Enrolled** downlines to Executives/Silver (termed as D2U “Downline to Up rank”) in the **same non-Qualifying leg**.
- Required to maintain ranked up D2U for at least 1 month consecutively (not inclusive of the rank up month) within qualifying period (April – July 2023)

- D2U must not be paid as Executive / Silver six (6) months prior to Incentive launch.
- D2U rank ups are allowed in July and will extend for rank maintenance till August 2023.

## PRIZES

Participants who fulfill all the 3 qualification goals listed above:

- Business Growth
- Personal Productivity
- Team Management

within the qualification period will be awarded with the Individual Prize. Should all three participants in the same team are able to fulfill **ALL 3 qualification goals**, all three team members will be awarded Team Prize in addition to the Individual Prize.

### INDIVIDUAL PRIZE:

1. 6D5N trip to Morocco (for 2 pax, winner + co-applicant/guest\*)
2. Leadership training sessions
3. Exclusive YL branded souvenirs

*\*6D5N includes days of travel.*

### TEAM PRIZE:

1. Award & Stage Recognition
2. Surprise Prize

*\*An eligible guest must be at least 18 years old to attend*

## TERMS & CONDITIONS

### General Prize Conditions

Young Living is not responsible, and the Winner will not receive the difference, if any, between the current value of a Prize at the time of the prize and the ARV indicated in these Official Rules or in any correspondence or materials related to the Program. All federal, state and local taxes (including income tax (income) and withholding tax), if any, as well as any other costs and expenses related to the acceptance and use of the Prize not specified herein, will be the winner's responsibility, regardless of whether the Prize is used in whole or in part. In no event will Young Living be responsible for awarding more Prizes than what is listed here. The "paid trip" for this Program, if applicable, will be limited to airfare, lodging and food provided to the winner by Young Living at its discretion. In the absence of sufficient Eligible Participants to award all winners, Young Living reserves the right to award only the number of Rewards according to eligible Participants. Any Prize not awarded after the Program Period may be left unawarded. The prize restrictions/conditions set forth herein are not inclusive. Prizes are non-transferable and cannot be redeemed for cash, except that Young Living reserves the right, at its

discretion, to substitute a prize (or a portion thereof) for a prize of equal or greater value. The Prizes are awarded "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 expenses not indicated herein as part of a Prize are at the sole responsibility of the Prize winner. A Prize will be confiscated if: 1) the winner is not available to travel on the dates specified for the trip; or 2) if the Winner and/or their Companion, if any, does not have the required travel documents for the scheduled date for the trip. Travel insurance is mandatory for each Winner and guest. Each Winner and their guest are fully responsible for obtaining any travel insurance (and any other form of insurance) hereby acknowledge that Young Living does not obtain and will not obtain or provide travel insurance or any other type of insurance. Winners are willing to accept the terms and conditions of all airlines and other third-party service providers used in connection with the Awards. Young Living is not responsible if tickets, etc., are stolen, lost or transferred by a Prize winner or guest and will not be replaced or rescheduled if they lose transportation for any reason. Exact dates and locations are subject to change at Young Living's discretion.

All prize winners and their travel companions must set off together on the same itinerary and have all required travel documents. Airfare is non-refundable and non-transferable and is not valid for upgrades and/or frequent flyer miles. Prize winners will not receive cash or any other form of compensation if the current travel costs are less than the ARVs indicated in these Official Rules. Young Living shall not be liable for any cancellation, delay, diversion or substitutions or any other fact or omission in any way by airlines or other carriers or any other person providing any of these required services and accommodation. No refunds, no compensation will be made in the event of cancellation or delay of any flight except young Living's discretion.

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"), especially, but not limited to, those sections belonging to advertising and Programs. Any violation of Young Living's Policies and Procedures will disqualify the Program participant in its entirety. Young Living reserves all rights to adjust the mechanics or criteria of YLC within the Program period and decide on winners after auditing results.

#### [Notification/Prize Acceptance](#)

The Prize winner will be selected after the end of the Program Period or before October 2023. The Prize Winner's name will be available in Young Living website of your market once the winner has been selected and all qualification goals have been completed and verified after the end of the Program Period.

On or near October 2023, an email will be sent to the Participant who has been eligible for the Prize. The acceptance email will be sent to the email indicated in the Participant's file. This email will contain the acceptance link where the Participant must accept or decline the prize and complete a registration form by November 15<sup>th</sup> 2023 at 11:59 p.m. Failure to respond to the acceptance email via the link within this period will be considered as a travel rejection. This rejection cannot be reversed and in a similar way, acceptance of the Prize will be final. If a Participant rejects the trip, he/she will no longer be eligible for any Prize.

### Travel

Travel arrangements will be made for the winners through Young Living's preferred travel agent. If a winner purchases their own airline tickets, without prior approval from Young Living's preferred travel agent, they will be ineligible for reimbursement.

All travel arrangements must be finalized and booked at least four weeks prior to the start of the trip. A Participant's failure to respond to emails and phone calls from Young Living or Young Living's preferred travel agent within 24-hours could result in a forfeiture of the airfare portion of the Prize. All flight arrangements associated with the Prizes, once ticketed, are final and winners are responsible for any and all fees associated with changing travel in any way. Travel costs incurred between a winner's home and the departure airport are at the Participant's expense. Luggage fees and other expenses are also solely the responsibility of the winner.

All personal expenses incurred on the Young Living Captivate Incentive Trip are the responsibility of the winners. Winners will be required to provide their own personal credit card or debit card to cover their own incidental expenses. Incidentals are not included with in the Prizes for the Program.

### Cancellations and Refunds; Force Majeure

Prize winners who cancel their participation in the Young Living Cultivate Incentive Trip will not receive a refund for the value of the Prizes. Young Living may request Participants who have canceled their participation, at the company's discretion, to reimburse Young Living for costs related to the cancellation of their trip. Young Living will not compensate, in cash or in kind, qualifiers who are unable to participate in the trip after their acceptance. Traveler insurance is available through Destinations Travel and must be purchased by the Winning Participant on their own. Young Living will not be liable in the event of cancellation due to any of the following: extreme weather, natural disasters, strikes, demonstrations, attempted boycotts, fires, floods, accidents, wars (declared or not revolutions, riots, insurrections, acts of the Natural, governmental provisions, acts of public enemy, shortage or rationing of gasoline or other vital fuels or products, inability to obtain materials or the hand of or other causes

that are not reasonably beyond Young Living's control. In the event of such events, Young Living may provide cash prizes of equivalent value at its discretion.

### Authorization

By accepting the Prize, the respective winner approves the use of his/her name/address (city and state/province), voice and statements relating to the Program and Young Living, as well as photographs or similar, without receiving additional compensation, notice or permits for any 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, parent companies, advertising and Program agencies, printers and judges involved in this Program are not responsible for any inaccuracies in the information that may be used in the Program, for any error technical or human errors that may occur in the input process, 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 the computer, software, or viruses or incomplete, late, or misdirected entries. Any compromise with the fair and appropriate conduct of this Program related to a computer virus or similar type of technical impairment that may affect the appropriate impartiality, security and administration of the Program could result in the modification or modification of the Program or any part of the Program at Young Living's discretion. Young Living reserves the right, at its discretion, to void any entry by Participants whom Young Living deems to have breached or harm the administration, security, impartiality, or proper development of this Program or that does not act in an honorable manner or that acts with the intent to threaten or harass any other person.

By participating in the program, Entrants waive all rights to sue for punitive, incidental, and consequential damages, attorneys' fees, or any damages other than current costs or losses that may arise in participation in the Program or acceptance, possession, and use of any prize.

All causes of demand arising out of or relating to this program, or any Prize awarded shall be resolved individually, without recourse to any form of group action. Some jurisdictions may not allow certain limitations of damages or liability to seek damages through group actions, so some of these restrictions may not apply to certain cases.

### Other Rules and Regulations

If certain aspects of the Awards change and are not under the control of Young Living, Young Living, or any other Program partner providing the Awards will be responsible for any such changes and Young Living reserves the right to substitute a prize equivalent or greater value, at Young Living's absolute discretion, if for any reason, the Prize is wholly or partially unavailable, as described herein. The prize is not allowed to be transferred to a third party. By accepting the Prize, the Prize winners 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 Prize or any part or aspect thereof.

Young Living shall be the final arbitrator of the interpretation of the rules and of the qualification determinations and such decisions shall be final. If it is necessary to clarify doubts about the rules or interpretations of the document, Young Living may amend these rules by publishing a new version of these rules. Where necessary, the Prizes will be reported as income in the winner's annual tax format. Prize winners will be responsible for the payment of all taxes for any Prize and/or the grant or subsidies awarded by Young Living. Young Living reserves the right to suspend or terminate this Program without notice, for any reason or any reason, at its discretion. Young Living employees and their associated entities and their spouses and immediate family members are not eligible to participate in this Program. This Program is void where prohibited by law. All Qualifying Participants will be subject to auditing.

By participating in the program, you (i) acknowledge compliance with these Program Rules including all eligibility requirements, (ii) warrant that any information you provide in connection with this Program is true and reliable and (iii) agrees to abide by Young Living's decisions, which will be unappealable and binding on all matters relating to this Program. Entrants who have not complied with the Program Rules are subject to disqualification.

This Program is subject to all applicable laws of the (Country). For Participants, all matters and questions relating to the structure, validity, interpretation and enforcement of these Program Rules, or the rights and obligations of the participant and Young Living in connection with the Program, shall be governed and interpreted in accordance with the substantive legislation of the courts in the (Country) regard to conflicts of law principles, for international markets the current substantive legislation shall be the one that corresponds to the Jurisdiction of the Participant . All Participants agree to the jurisdiction and jurisdiction courts of the country where they are participating.

In the event of any conflict with any details of the Program contained in these Official Rules and Program details contained in other Programal Materials (including, but not limited to, any point of sale, online or printed advertising), the details of the Program as set forth in these Official Rules shall prevail.

Failure by Young Living or the decision not to enforce any provision of these Official Rules 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 Official Rules shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal clause is not contained herein.