

Europe and Africa - We Go Home Success Trip Provo 2025 Terms and Conditions

Please carefully read the following Terms and Conditions which govern the qualification for the 2025 Europe and Africa - We Go Home to Provo Success Trip. The actual (participation in and attendance of the) We Go Home Success Trip will be governed separately by the Participation Terms and Conditions which will be shared with all Success Trip Qualifiers (as defined below) at the latest at the same time as the notification mentioned in section 8.

Acceptance of the Terms and Conditions

1. As You try to qualify for the 2025 Europe and Africa - We Go Home to Provo Success Trip (the “**Success Trip**”), You fully and unconditionally acknowledge and accept these Terms and Conditions.

Organiser

2. The Success Trip, including the qualification process, is organised by NSE Products Europe BV, having its registered seat at Leonardo Da Vincilaan 9 (Building Elsinore), 1930 Zaventem, Belgium (hereinafter “**Nu Skin**”).

Qualification Period

3. The qualification period for the Success Trip runs from 01 July 2024 to 31 December 2024 (the “**Success Trip Qualification Period**”).

Eligibility

4. Qualification to the Success Trip is open to all Brand Affiliates who:
 - a. legally reside and registered with Nu Skin in one of the Nu Skin Europe and Africa Authorised Markets; **AND**
 - b. Either:
 - i. have never reached the Title of Lapis Partner prior to 01 August 2023, hereinafter “**Group 1**”;
OR
 - ii. have reached the Title of Lapis Partner for the first time between 01 January 2019 and 01 July 2023 but have never qualified before to join a Welcome to Utah/We Go Home Success Trip, while their paid as Title on 01– February 2024 is not higher than Lapis Partner, hereinafter “**Group 2**”;**AND**
 - c. comply with these Terms and Conditions, the Brand Affiliate Agreement, the Policies & Procedures and the Sales Performance Plan (each eligible Brand Affiliate referred to as “**Sales Leader**” or “**You**” or “**Participant**”)
5. You can only qualify for this Success Trip only once.

Qualification Criteria

6. To qualify for the Success Trip, You have to meet the conditions set out below (“**Success Trip Qualification Criteria**”).

SUCCESS TRIP QUALIFICATION CRITERIA
<p style="text-align: center;">GROUP 1 NEW LAPIS PARTNER</p> <ul style="list-style-type: none">✓ Advance Your Title to at least Lapis Partner (“Target Title”) for the first time between 01 August 2023 and 01 September 2024; and✓ During the Success Trip Qualification Period be paid in accordance with Your Target Title (Lapis Partner, or higher Title provided always that You meet the eligibility requirements of section 4 above) for a minimum of four (4) calendar months, including the month of December 2024 (mandatory month); and✓ During those same four (4) months, including the month of December 2024 (mandatory month):<ul style="list-style-type: none">○ Achieve a minimum of eight (8) Building Blocks per calendar month; and○ Ensure You have minimum two (2) Qualified G1 Brand Representatives* <p style="text-align: center;">GROUP 2 FORMER LAPIS PARTNER</p> <ul style="list-style-type: none">✓ During the Success Trip Qualification Period regain or maintain the Title of at least Lapis Partner (“Target Title”); and✓ During the Success Trip Qualification Period be paid in accordance with Your Target Title (Lapis Partner, or higher Title provided always that You meet the eligibility requirements of section 4 above) for a minimum of four (4) calendar months, including the month of December 2024 (mandatory month); and✓ During those same four (4) months, including the month of December 2024 (mandatory month):<ul style="list-style-type: none">○ Achieve a minimum of eight (8) Building Blocks per calendar month;○ Achieve a minimum of 50,000 Organisational Sales Volume (“OSV”)** in total; and○ Ensure You have minimum three (3) Qualified G1 Brand Representatives*.

* A Qualified G1 Brand Representative is (1) a G1 Brand Representative meeting Brand Representative Maintenance requirements (including a Brand Representative using Flex Blocks) or (2) a demoting G1 Brand Representative (a Brand Representative who has failed to meet Brand Representative Maintenance requirements during the calendar month) who has a Brand Representative meeting Brand Representative Maintenance requirements in their G1-G6 organization, including a Brand Representative using Flex Blocks.

** Organizational Sales Volume or OSV is the sum of the monthly Sales Volume from Your Consumer Group, the Consumer Groups of Your G1–G6 Brand Representatives, the G6 of Your Business Builder Position, and the G6 of Your Team Elite Business Builder Position.

Announcement of Success Trip Qualifiers

7. All Sales Leaders who have fulfilled the Success Trip Qualification Criteria will be reviewed by the Success Trip Approval and Verification Committee.
8. The Brand Affiliate Accounts who have qualified to participate in the Success Trip (the “**Success Trip Qualifiers**”) will be notified by email by 19 January 2025 and will at the same time be informed of the exact dates of the Success Trip. Success Trip Qualifiers will be requested to confirm their participation to the Success Trip at the latest by 31 January 2025.
9. If there are more Success Trip Qualifiers than the number of places available for the Success Trip, priority will be given to those Success Trip Qualifiers who have met the Success Trip Qualification Criteria first.

Restriction on participation in the Success Trip

10. Participation in the Success Trip is not redeemable for money and cannot be transferred.
11. Participation in the Success Trip will be limited to a maximum of two (2) persons per Brand Affiliate Account (limited to Brand Affiliates and Participants named on the Success Trip Qualifier’s Brand Affiliate Account). Where there is only one (1) person on a Brand Affiliate Account, that Brand Affiliate may either invite (i) a guest provided that such guest was not registered as a Brand Affiliate during the entire Success Trip Qualification Period and until the Success Trip begins, or (ii) a significant other (i.e., spouse, co-habitant, parent or sibling), who may also be a Brand Affiliate of any Title.

Disqualification

12. Nu Skin reserves the right to withhold final approval on all rewards pending verification of compliance to these Terms and Conditions, the Brand Affiliate Agreement, the Policies and Procedures and the Sales Performance Plan. Success Trip Qualifiers must be Brand Representatives in good standing with Nu Skin at all times.
13. Any manipulation of the Sales Performance Plan, as determined in the sole discretion of Nu Skin, will disqualify a Success Trip Qualifier or Participant.
14. In the event that any violation or manipulation becomes known after the Success Trip has taken place, Nu Skin reserves the right to deduct the costs of Success Trip from future Bonus payments owed to the disqualified Brand Affiliate Account, without prejudice to any other remedies available under the Brand Affiliate Agreement, the Policies and Procedures or the Sales Performance Plan.

Cancellation and replacement of the Success Trip

15. Nu Skin reserves the right to change, postpone, cancel and/or replace the Success Trip at any time and for any reason, including but not limited to a Force Majeure Event (as defined below).
16. Should Nu Skin cancel the Success Trip due to any reason other than a Force Majeure Event, a replacement award or trip will be provided, valued approximately the same as the original Success

Trip, minus any event planning costs, cancellation fees, taxes, and other expenses incurred by cancelling the original Success Trip. Should Nu Skin cancel the Success Trip due to any Force Majeure Event, a replacement award or trip may be provided at Nu Skin's sole discretion, valued approximately the same as the original Success Trip, minus any event planning costs, cancellation fees, taxes, and other expenses incurred by cancelling the original Success Trip.

In case a replacement award or trip is provided, these Terms and Conditions will remain applicable *mutatis mutandis*.

Payments

17. Any and all payments made by Nu Skin in connection with the Success Trip and/or under these Terms and Conditions, regardless of the reason (e.g., reimbursement of pre-incurred refundable costs, replacement award under section 16 above, etc.) will be made by wire transfer to the bank account as registered with Nu Skin for Bonus payments to the Brand Affiliate Account.

Liability

18. **Participants and Success Trip Qualifiers participate voluntarily and at their own risk. Participants and Success Trip Qualifiers release and will hold harmless Nu Skin and its affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the qualification for or participation in the Success Trip, including but not limited to any claims, damages or losses related to COVID-19.**
19. All tickets, vouchers, coupons, and all arrangements for transport, conveyance, or for accommodations are made by Nu Skin only as an agent for the Success Trip Qualifiers and their guests and upon the express condition that Nu Skin shall not be liable or responsible for any direct, consequential, or incidental damage arising in connection therewith.
20. Without limiting the foregoing, Nu Skin shall not be responsible or liable for any failure to perform, or any damages, losses or expenses due to a change, postponement, cancellation or replacement of the Success Trip, or any delay or changes in schedule or accommodation, caused by the default of any third parties, sickness, pandemics (including but not limited to further deterioration arising out of COVID-19 or compliance with any governmental regulations, prohibitions, limitations, health and safety measures affecting the availability, opening hours, programme schedule, community gatherings related to the COVID-19 pandemic), weather, strikes, acts of terrorism, war, quarantine, criminal activity, or any other cause beyond Nu Skin's control (a "**Force Majeure Event**").

Travel Authorizations and Formalities

21. It will be Your sole responsibility to obtain and bear the cost for all required travel authorizations, passports, visas, health tests, inoculations or vaccinations (including, but not limited to the Covid-19 vaccination), vaccination certificates, as well as to comply with and bear the cost for any other mandatory travel formalities imposed by the authorities of Your resident country, the Success Trip destination country or any transit country effective at the time of Your travelling. Nu Skin will not provide any reimbursement or compensation in case You are prevented from traveling and joining the Success Trip due to failure to comply with the foregoing.

Governing Law and Mandatory Private Arbitration

22. The laws of the State of Utah, USA shall govern these Terms and Conditions.
23. Any disputes with regard to the qualification for the Success Trip and these Terms and Conditions, including but not limited to, an alleged breach of these Terms and Conditions, shall be resolved through the dispute resolution process described in the Nu Skin Policies and Procedures. This express process includes final and binding arbitration requirements set forth in Chapters 6 and 7 of the Policies and Procedures. The arbitration will be heard by a single arbitrator and shall take place in Salt Lake City, Utah, USA. The arbitrator shall be selected by the parties to the dispute, and the arbitration will be conducted in accordance with the Utah Uniform Arbitration Act. The process will be conducted in English, but at the request and expense of the requesting Brand Affiliate, documents and testimonies will be translated into the requesting Brand Affiliate's preferred language. The decision and award of the arbitrator shall be final and binding and may be confirmed in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.

Miscellaneous

24. To qualify for any Title You must meet all requirements of the Sales Performance Plan, including retail sales.
25. There are no Bonuses paid for recruiting. All Bonuses are paid only when products are sold.
26. **You may not buy or encourage others to buy large volumes of products to qualify for rewards under this Success Trip, unless You can establish that You are lawfully reselling products in excess of the amount of product that is reasonable for personal consumption.**
27. All capitalised terms used but not defined herein shall have the meanings set forth in the Brand Affiliate Agreement, the Sales Performance Plan and the Policies and Procedures.
28. Nu Skin reserves the right to amend these Terms and Conditions at any time without prior notice.
29. Nu Skin reserves the right to interpret these Terms and Conditions, including the Success Trip Qualification Criteria, at its sole discretion and all decisions shall be final.
30. The original English version of these Terms and Conditions has been translated into other languages. In the event of any inconsistency or discrepancy between the English version and any other language version of these Terms and Conditions, the English version shall prevail.
31. If any provision of these Terms and Conditions is held by any court to be unlawful, void or unenforceable that shall not affect any of the other provisions herein, the remainder of which shall continue to be binding.
32. Qualification for the Success Trip is subject to all applicable laws and regulations and will be void where prohibited by law.
33. Your attention is drawn specifically to the fact that (part of) the value of the Success Trip is likely to be considered as a benefit in kind ("**BiK**"), i.e., taxable income to the Success Trip Qualifiers. **All taxes are the sole responsibility of the Success Trip Qualifiers who receive them.** Therefore, Nu Skin advises each Success Trip Qualifier to seek advice from his/her/its tax consultant to determine when and how to declare the BiK to the tax authorities. The value of the Success Trip, including flights and on-ground programme, is estimated at three thousand US Dollars (USD

3,000) per person. Nu Skin shall not be responsible for the payment of any taxes, fines or penalties incurred by the Success Trip Qualifiers for either participating to the Success Trip and/or failing to properly file their tax returns. Please note that Nu Skin has the legal obligation to report the total BiK per person per year to the tax authorities which can/will use this information as a control instrument. The value of the Success Trip is only given for tax purposes and cannot be used for promotional or marketing purposes by the Success Trip Qualifier and/or his/her guest.

As you try to qualify for the Success Trip, remember that the primary purpose of your business and Nu Skin is to sell high quality products to customers. As part of this process, you may sponsor other Brand Affiliates in the business to build your sales organisation and train them how to sell products. However, the recruitment of other Brand Affiliates is not your primary focus, but rather an integral part of your fundamental obligation to sell products and increase the sales of products to end consumers by your downline organisation.