Europe and Africa Grow Your Business Incentive 2024

Terms and Conditions

Organiser

1. The Europe and Africa Brand Grow Your Business Incentive 2024 (the "Incentive") is a temporary incentive organized by Nu Skin International Inc., having its registered offices located at 75 West Center Street, Provo, UT 84601, USA (hereinafter "Nu Skin").

Acceptance of the Terms and Conditions

2. By participating in this Incentive, the participating Brand Affiliate agrees to and accepts the current terms and conditions.

Eligibility

3. Only Brand Affiliates registered with Nu Skin and legally residing in one of the following markets are eligible to participate in this Incentive: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Iceland, Italy, Ireland, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, South Africa, Spain, Sweden, Switzerland, The United Kingdom.

Validity Period

4. This Incentive will run from Saturday 01 June 2024, 00:01 CEST until Tuesday 31 December 2024, 23:59 CET (the "Validity Period").

Qualification Criteria

5. Under this Incentive, Nu Skin will reward Brand Affiliates who <u>within the Validity Period</u> meet the Qualification Criteria of one or more of the following steps **("Steps")**:

STEP 1

To qualify under Step 1, Brand Affiliates must:

- 1. be promoted to a Brand Representative; <u>AND</u>
- 2. Complete at least four (4) Building Blocks coming from their Consumer Group (so at least 2,000 Sales Volume or SV without counting Flex Blocks):
 - EITHER during their first Brand Representative calendar month (the month of the Brand Representative Promotion Date), <u>OR</u>
 - only in case the Brand Representative Promotion Date falls on 8, 15 or 22 of any calendar month within the Validity Period, during their first Brand Representative calendar month (the month of the Brand Representative Promotion Date) or during the next calendar month.

All the above Qualification Criteria need to be met within the Validity Period to qualify under Step 1 of this Incentive. This means that the last date on which a Brand Affiliate can be promoted to Brand Representative to be eligible for qualification under Step 1 of this Incentive is 22 December 2024.

STEP 2

To qualify under Step 2, Brand Affiliates must:

- I. be promoted to a Brand Representative by September 22, 2024, at the latest; AND
- II. During the <u>first three calendar months</u> following their Brand Representative promotion:

- o maintain their status as a Brand Representative (or higher Title); AND
- III. complete ten (10) Building Blocks of which two (2) must be Sharing Blocks coming from their Consumer Group (so at least 5,000 Sales Volume or SV with 2 Sharing Blocks without counting Flex Blocks) in any one single calendar month but at the latest in September 2024. For purposes of this Step 2, the <u>first month</u> under II above is:
 - the calendar month of the Brand Representative Promotion Date; **OR**

only if the Brand Representative Promotion Date falls on 8, 15 or 22 of June, July, or August and the Brand Representative did <u>not</u> qualify under Step 1 of this Incentive, the calendar month following the calendar month of the Brand Representative Promotion Date.

Awards

STEP 1

- 3. The Brand Affiliates who meet the Qualification Criteria of Step 1 described above (the "Step 1 Qualifiers") will be rewarded with one (1) free ageLOC WELLSPA IO ESSENTIAL SYSTEM KIT (SKU 97139757) consisting of:
 - a) 1x ageLOC WellSpa iO device
 - b) 1x ageLOC Body Serum
 - c) 1x ageLOC Body Activating Gel

it being understood that standard shipping costs will apply (the "Step 1 Award").

- 4. Subject to Section 10 below, Step 1 Qualifiers will receive a promotional code (the "Code") via email within fifteen (15) calendar days following the end of the calendar month during which they met the Qualification Criteria described under Step 1 above. The Code will allow Step 1 Qualifiers to place an order for the Award via <u>www.nuskin.com</u> within sixty (60) calendar days as from the receipt of the Code. If no Award order is placed within sixty (60) calendar days as from the receipt of the Code will automatically and without further notice expire and the Award will irrevocably be forfeited.
- 5. <u>Standard shipping costs will apply to the delivery of the Step 1 Award</u> and will have to be paid by the Step 1 Qualifier in order to collect the Step 1 Award.
- 6. The Award can be added to any other product purchase order, including an Automatic Delivery Rewards Subscription ("**ADR**") order.
- 7. The Step 1 Award will not generate any Sharing Bonus, SV or Commissionable Sales Value.
- 8. The Step 1 Award is not redeemable for money. It is non-exchangeable and non-transferable.
- 9. Nu Skin reserves the right to substitute Step 1 Award of equal or greater value if the Step 1 Award is unavailable for any reason. No cash equivalent will be made.
- 10. For Step 1 Qualifiers registered in South Africa only: All Step 1 Qualifiers of June and July 2024 will be contacted by their Nu Skin Account Manager/Customer Service Representative respectively by July 15 or August 15, 2024, to organize delivery of the Step 1 Award and the payment of shipping fees. Codes will be provided to Step 1 Qualifiers as from September 2024 onwards (Step 1 Qualifiers of August 2024 and thereafter).

STEP 2

- 11. The Brand Affiliates who meet the Qualification Criteria of Step 2 described above will be rewarded by the following change in the Success Trip Qualification Criteria for the 2025 Europe and Africa We Go Home Provo Success Trip¹ so that in order to qualify for the Success trip they will need to:
 - GROUP 1 NEW LAPIS PARTNER

¹ Please refer to My Workspace on <u>www.nuskin.com</u> for additional Terms & Conditions and defined terms.

- advance their Title to at least Lapis Partner ("Target Title") for the first time between 01 August 2023 and 01 October 2024; and
- during the Success Trip Qualification Period be paid in accordance with their Target Title (Lapis Partner, or higher Title **provided always** that they meet the eligibility requirements) for a minimum of three (3) calendar months, including the month of December 2024 (mandatory month); and
- during those same three (3) months, including the month of December 2024 (mandatory month):
- achieve a minimum of eight (8) Building Blocks per calendar month; and
- ensure they have minimum two (2) Qualified G1 Brand Representatives.
- GROUP 2 FORMER LAPIS PARTNER
 - 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 their Target Title (Lapis Partner, or higher Title **provided always** that they meet the eligibility requirements) for a minimum of three (3) calendar months, including the month of December 2024 (mandatory month); and
 - during those same three (3) months, including the month of December 2024 (mandatory month):
 - 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 they have minimum three (3) Qualified G1 Brand Representatives.
- 12. Save for the modification herein, all other terms and conditions of the We Go Home Provo 2025 Success Trip remain in full force and effect, and the modification herein shall not in any way constitute or operate as a waiver of any other Success trip Qualification Criteria.

Governing Law and Mandatory Private Arbitration

- 13. The laws of the State of Utah, USA shall govern the Incentive and these terms and conditions.
- 14. Any disputes with regard to the qualification for the Incentive 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

15. The Incentive is not considered a part of the Bonuses offered under the Sales Performance Plan. However, this Incentive is subject to be controlled by all terms and conditions of the Brand Affiliate Agreement, the

Policies and Procedures, the Sales Performance Plan and any materials pertaining to optional programs, as the case may be (together the "Agreements"). Complete details are available online on Nu Skin's website (www.nuskin.com). All capitalized terms used but not defined herein shall have the same meaning as attributed to them in the Brand Affiliate Agreement, the Sales Performance Plan and/or the Policies and Procedures.

- 16. Eligibility for rewards under this Incentive is based on meeting the requirements of this Incentive and all requirements of the Agreements, including retail sales. There are no bonuses paid for recruiting. You do not receive any compensation for sponsoring other Brand Affiliates. You acknowledge and agree that retail sales are an important component of the Sales Performance Plan. As a Brand Affiliate, you have no inventory requirements. You are prohibited from ordering more than a reasonable amount of inventory. By placing an order, you certify that you have sold or consumed at least 80 percent of your total inventory from previous orders.
- 17. Nu Skin reserves the right to audit and assess the validity of your performance under this Incentive. Any manipulation of the Sales Performance Plan or this Incentive may result in disciplinary action. Any account that was established in violation of the Agreements, including any account that was established to manipulate this Incentive or the Sales Performance Plan, will be considered invalid and may result in disciplinary action.
- 18. You may not buy or encourage other Brand Affiliates to buy Products to qualify for rewards under this Incentive. This Incentive is designed to reward participants for building healthy Consumer Groups and helping other participants build healthy Consumer Groups. Nu Skin reserves the right to refuse to pay any rewards under this Incentive if it determines that the Brand Affiliate encouraged other participants to purchase inventory to meet Qualification Criteria rather than assisting them to build a group of consumers.
- 19. Qualification for the Incentive is subject to all applicable laws and regulations and will be void where prohibited by law.
- 20. Nu Skin reserves the right to amend the terms and conditions of the Incentive at any time or end the Incentive prematurely without prior notice. Nu Skin furthermore reserves the right to interpret these terms and conditions, including the Qualification Criteria, at its sole discretion and all decisions shall be final.
- 21. 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.
- 22. 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.
- 23. Your attention is drawn to the fact that the value of the rewards under this Incentive could be considered as a benefit in kind, i.e., taxable income to the qualifiers. All applicable taxes on the rewards are the sole responsibility of the qualifiers who receive them. Therefore, Nu Skin advises each qualifier to seek advice from his/her/its tax consultant to determine when and how to declare the value of the rewards to the tax authorities. The retail value of the Step 1 Award in local currency can be found on your local Nu Skin website. Nu Skin shall not be responsible for the payment of any taxes, fines or penalties incurred by the qualifiers for either participating to the Incentive and/or failing to properly file their tax returns. The value of the rewards is only given for tax purposes and cannot be used for promotional or marketing purposes by the qualifier.
- 24. Concerns and enquiries about the Incentive and its conditions can be addressed to the Brand Affiliate's usual customer service, the contact details of which can be found on www.nuskin.com, and will be handled at the sole discretion of Nu Skin.
- 25. Please refer to the trademarks' glossary page on www.nuskin.com for a list of all registered trademarks.

As you try to qualify under this Incentive, remember that the primary purpose of your business and Nu Skin is to promote and/or sell high quality products to end 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 promote and/or retail products. However, the recruitment of other Brand Affiliates is not your primary focus, but rather an integral part of your fundamental obligation to promote and/or sell products and increase the sales of products to end customers by your downline organisation.