



SEAPAC EMPOWER ME MID-YEAR PROMOTION TERMS AND CONDITIONS

Promotion Period

Nu Skin (Malaysia) Sdn. Bhd. (“**Nu Skin**”, “**we**” or “**us**”) will be running the “SEAPAC Empower Me Mid-Year Promotion” (“**Promotion**”) starting from 3 July 2023 to 28 July 2023 or upon depletion of the stock made available for this Promotion, whichever comes first (“**Promotion Period**”).

Promotion

This Promotion consists of special product bundles (“**Product Bundles**”), and the “Bonus Tier” Offer and “New Sign up” Offer (each an “**Offer**”).

For the purposes of these terms and conditions, “**Company**” refers to Nu Skin, its parent company, subsidiaries and affiliates. These terms and conditions are to be read together with your Brand Affiliate Agreement and International Sponsor Agreement and the Resident Market Product Purchase Agreement, Nu Skin Policies & Procedures and the Nu Skin Sales Performance Plan or Sales Compensation Plan of your market (collectively referred to as the “**BA Agreements**”).

The following sets out the terms and conditions of the Promotion and Nu Skin has notified the Regulators in Malaysia regarding this Promotion on 30 June 2023. Any terms undefined in these terms and conditions may be found in the BA Agreements.

You acknowledge and agree that your participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Terms and Conditions. You may withdraw from this Promotion by notifying us in writing at any time.

Eligibility

1. The Product Bundles and “Bonus Tier” Offer is open to all existing and new Brand Affiliates who signed up as Nu Skin’s Brand Affiliates in Malaysia before or during the Promotion Period (collectively, “**Brand Affiliates**”).
2. The “New Sign Up” Offer is only open to new sign up who sign up as Nu Skin’s Brand Affiliates in Malaysia during the Promotion Period (“**New Brand Affiliates**”).

Promotion Mechanics

3. Product Bundles - during the Promotion Period, Brand Affiliates shall be entitled to purchase the following products at a promotional price:

Products (each referred to as a ‘Bundle’)	Price
Ultimate Duo Pack 1000PV Comprises: - One (1) Ultimate Duo Pack - One (1) ageLOC YOU-Span - One (1) ageLOC R ²	RM5,350
Better Together Collagen Peptide and LumiSpa iO System Comprises: - One (1) ageLOC LumiSpa iO Device Rose Gold Core Kit - Two (2) Inner Focus Collagen Peptide - Two (2) ageLOC LumiSpa Activating Cleanser	RM1,510
ageLOC Galvanic Spa Special Face Pack	RM1,575



Comprises: - One (1) ageLOC Galvanic Spa Face Pack - One (1) ageLOC Galvanic PowerMask - One (1) ageLOC Galvanic Energyeyes	
Marine Omega Twin Pack Comprises: - Two (2) Marine Omega	RM333
ageLOC TR90 System (Chocolate/Vanilla/Mocha)	RM5,350
ageLOC TR90 System with Omron Body Composition Device Package (Chocolate/Vanilla/Mocha)	RM6,000

4. "Bonus Tier" Offer - The Nu Skin Brand Affiliates who purchase at least one (1) Product Bundle above and meet the following minimum spend requirements in the same receipt within the Promotion Period will be entitled to receive the corresponding Bonus Tier Reward below:

Bonus Tier Offer	Minimum Spend in a Single Receipt with Any Product Bundle listed above	Bonus Tier Rewards
A	RM1,000.00	i) One (1) box of Nutricentials Hydrating Lip Mask (5 sheets)
B	RM4,000.00	i) One (1) box of Nutricentials Hydrating Lip Mask (5 sheets); and ii) One (1) Nutricentials Bakuchiol Pump

For avoidance of doubt, each eligible Brand Affiliate is entitled to a maximum of one (1) box of Nutricentials Hydrating Lip Mask (5 sheets) and one (1) Nutricentials Bakuchiol Pump for purchases of RM4,000 and above in a single receipt under this "Bonus Tier" Offer.

5. "New Sign Up" Offer - in addition to any other Offer under this Promotion, the New Brand Affiliates who sign up during the 1 July 2023 to 31 July 2023 and make their first purchase of Nu Skin's products:

New Sign Up Offer	Purchases worth RM500 and above	New Sign-Up Reward
A	Any Nu Skin products	i) One (1) Celltrex Always Right Recovery Fluid 10ml worth RM69
B	Any Product Bundle listed above	i) One (1) Celltrex Always Right Recovery Fluid 10ml worth RM69; and ii) One (1) 20% Promo Code ("Promo Code")

The **Promo Code** will be issued by Nu Skin to New Brand Affiliates by way of email. The Promo Code can be utilized on the New Brand Affiliates' next purchase and shall be valid till 30 August 2023, 11:59PM (the "Redemption Period"), subject to the terms and conditions herein.

Commented [ES1]: [Jonathan Sam](#) : Is it necessary to have this repeated wording?

Commented [JS2R1]: I am fine to revise it to 'same receipt', just to make it clear that the Product Bundle should be part of the receipt which qualifies for Buy More Earn More.



TERMS & CONDITIONS ("T&Cs")

1. This Promotion is applicable to Brand Affiliate's purchase online via Nu Skin's website at www.nuskin.com.my or for walk-in purchases at Nu Skin's Experience Center.
2. **Bonus Tier Rewards** and **New Sign Up Rewards** shall collectively be referred to as the "Rewards" and individually to as the "Reward":
 - (a) The availability of the Rewards is only on a first come, first served basis and while stocks last.
 - (b) The Rewards are not refundable and do not carry Personal Sales Volume (PSV) or Commissionable Sales Value (CSV).
 - (c) The value of the Rewards may be reported for tax purposes as required by law in some markets. Where applicable, Brand Affiliates are personally and solely responsible for any such reporting and paying any and all applicable taxes related to the Rewards and/or any other expenses related to their receipt of the Rewards.
3. For the 20% Promo Code:
 - (a) Brand Affiliates are responsible for updating and/or notifying Nu Skin of their current email addresses for the purposes of communicating with them on such promotions, event, updates, etc. Brand Affiliates are fully responsible for checking their own email inboxes for the Promo Code issued by Nu Skin via email.
 - (b) Each eligible Brand Affiliate is entitled to one (1) Promo Code under the "New Sign Up" Offer, to be used for one (1) time purchase only in a single receipt during the Redemption Period.
 - (c) The Promo Code can be used either for online purchase via Nu Skin's website at www.nuskin.com.my or for walk-in purchases at Nu Skin's Experience Center.
 - (d) The Promo Code is only applicable for purchases of non-discounted Nu Skin Products with a minimum spend of RM800 and a maximum spend of RM2000 in a single receipt (excluding all the duplication packages, sales aids and/or business support materials).
 - (e) Any unredeemed Promo Code will be automatically forfeited.
 - (f) PSV, CSV and Sharing Bonus will be deducted accordingly for all Nu Skin products purchased with the Promo Code.
 - (g) The Promo Code is non-exchangeable for cash. The Promo Code cannot be used in conjunction with any other vouchers, promotions, discounts, privileges.
4. All requests for refunds for purchases made under this Promotion are subjected to Nu Skin's refund policy in accordance with the Policies and Procedures of Nu Skin. Purchases made by Brand Affiliates, if refunded, must be returned in an unopened and resaleable condition. If any of the Bundles or any individual products within each Bundle is refunded, or where any refund results in Brand Affiliates no longer meeting the minimum spend requirement under any Offer, the corresponding Rewards received by the Brand Affiliates must also be returned in an unopened and resaleable condition. In the event that the Rewards has been used or the Brand Affiliates are otherwise unable to return the Rewards in an unopened and resaleable condition, the Brand Affiliates agree that Nu Skin shall have the discretion to deduct the value of the Rewards from the total amount to be refunded to them. Nu Skin shall use the price of the Bundles, or the prices for individual products purchased during the Promotion Period as the price to calculate the amount to be refunded. Where the Brand Affiliates have utilized the Promo Code on any refunded purchase, Nu Skin shall deduct the value of the Promo Code received by the Brand Affiliates (i.e., 20% off) from the total amount to be refunded to them.
5. This Promotion cannot be used in conjunction with any other vouchers, discounts, offers, and other promotions, privileges and promotion codes, unless otherwise stated.



GENERAL TERMS AND CONDITIONS

6. By participating in this Promotion, you consent to the Company's collection, use and disclosure of your personal data with us, including your name, email address, and photographs, for the purposes of administering and promoting this Promotion. Such purposes include the advertising, marketing, and promotion of this Promotion to the public and the distribution of the Rewards.
7. It shall be in Nu Skin's absolute discretion and unfettered right to do all things it deems fit in respect of this Promotion, including but not limited to the determination and/or performance of the following:
 - (a) Determine the qualification of the Eligible Participants to participate in this Promotion;
 - (b) Change, amend or vary the Products in the Promotion, Promotion rules or these Terms and Conditions in any way which Nu Skin deems fit, without notice or reference to you;
 - (c) Disqualifying you from taking part in the Promotion or forfeiting the Promotion for any reasons whatsoever; and
 - (d) Terminating or suspending this Promotion at Nu Skin's sole and absolute discretion, without any prior notice or reference to you. Such termination or suspension shall not entitle you to any claim or compensation against Nu Skin or our related entities for any and all loss or damage suffered or incurred as a direct or indirect result of the act of termination or suspension.
8. By participating in this Promotion, the Eligible Participants agree:
 - (a) to comply strictly with all Promotion timelines, mechanics and the terms and conditions provided herein;
 - (b) to indemnify Nu Skin fully and hold Nu Skin harmless for any liability resulting from Participants' breach of the Website Terms of Use and these Promotion terms and conditions;
 - (c) to have read, understood and to be bound by the terms and conditions herein, the Policies and Procedures, the Brand Affiliate Agreement and International Sponsor Agreement and the Resident Market Product Purchase Agreement (if applicable); and
 - (d) to have read, understood and agree to be bound by the Product Testimonial Guidelines for any and all postings of testimonials using our products.
9. By participating in this Promotion the Eligible Participants also agree to access Nu Skin's website at www.nuskin.com at regular time intervals to view the terms and conditions herein and ensure to be kept up-to-date on any changes or variations to the terms and conditions.
10. You must be in good standing in order to participate in this Promotion. If you violate any terms and conditions of the Agreements, or these Terms and Conditions, you may be deemed ineligible. Moreover, the Company may, at its absolute discretion, withhold all or any benefits of this Promotion, take any actions provided under the Brand Affiliate Agreement, and seek to recover any expenditures or other costs associated with the Promotion, or any other costs incurred by the Company as a result of your violation, including recouping such sales compensation paid and withholding future sales compensation.
11. Nu Skin's decision on all matters relating to or in connection with this Promotion shall be final, conclusive, and binding on all Eligible Participants and no further enquiries, correspondence and/or appeal, in written or verbal to dispute Nu Skin's decision shall be entertained.



12. In respect of the Rewards, Eligible Participants agree that:
 - (a) The Rewards are non-transferable and non-redeemable for cash;
 - (b) Participants are personally and solely responsible for any expenses or taxes incurred or which may be incidental to receiving the Rewards;
 - (c) The Rewards do not carry Sales Volume, Personal Sales Volume and/or Commissionable Sales Volume and no such Sales Volume, Personal Sales Volume and/or Commissionable Sales Volume will be accorded to Participants upon his/her receipt of the Rewards; and
 - (d) Nu Skin has the absolute discretion to replace, change or substitute the Rewards with other items of equivalent value without prior notice or reference to Participants.
13. Eligibility to participate in this Promotion is based on meeting the requirements of this Promotion and all requirements of the Agreements.
14. Save for the Standard Warranty and as far as permitted by applicable law, Participants accepts that he/she participates in this Promotion at his/her own risk. Nu Skin shall not, be responsible for any injury, loss or damage suffered as a result of or in connection with this Promotion and/or usage and/or refund of the purchases however arising, including but not limited to, fulfilment of the refund, or any breakdown or malfunction of any computer system or equipment.
15. In the event of any dispute in respect of this Promotion, Nu Skin's decision shall be final, conclusive, and binding, and Nu Skin is not bound to give any reasons for its determination in relation to any matters relating to or in connection with this Promotion.
16. The terms of this Promotion incorporate the relevant terms and conditions of the Brand Affiliate Agreement, the Policies and Procedures, and the Velocity Sales Performance Plan, and shall be construed in accordance with and to give effect to the spirit and intent of the same. Accordingly, this Promotion adopts the same governing law and dispute resolution provisions set out in the Brand Affiliate Agreement.
17. Should any part of these Terms and Conditions be void or unenforceable for any reason, the void or unenforceable term and condition, or any part thereof, shall be severed and deleted. The rest of these rules or terms and conditions shall not be affected and shall continue in full force and effect as if the void or unenforceable term and condition, or any part thereof, had never been contained herein.