



SPECIAL TIER GIFT PROMOTION TERMS AND CONDITIONS

Nu Skin (Malaysia) Sdn. Bhd. (“**Nu Skin**”) will be running the “**Special Tier Gift Promotion**” promotion (“**Promotion**”) commencing from 4 September 2023 to 25 September 2023 (“**Promotion Period**”).

For the purposes of these Terms and Conditions, “**Company**” refers to Nu Skin International Inc. and its 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 (“**Brand Affiliate Agreement**”), Nu Skin Policies & Procedures (“**Policies and Procedures**”) and the Nu Skin Sales Performance Plan (“also known as ‘**Velocity**’) (collectively referred to as “**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 August 2023. Any terms undefined in these terms and conditions may be found in the relevant markets Velocity Sales Performance Plan.

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. This Promotion is open to Nu Skin’s Brand Affiliates only (“**Brand Affiliates**”, “**Eligible Participant**”, “**you**” or “**your**”). Employees of Nu Skin, its affiliated companies and their immediate family members are not eligible to participate in this Promotion.

MECHANICS

2. During the Promotion Period, each Eligible Participant is entitled to receive one (1) free gift when purchase a minimum amount of RM4000 and above in a single invoice and it is limited to one (1) gift per invoice as per table illustration below:

Invoice Amount (RM)	Free Gift
4,000 & Above	LifePak® (2 x 30 Packs)

3. The Free Gift is not refundable and does not carry Personal Sales Volume (PSV).
4. All requests for refunds in relation to the Promotion are subject to Nu Skin’s refund policy in accordance with the Policies and Procedures of Nu Skin.
2. The Brand Affiliates may return the individual products purchased under the Promotion as long as these products are unopened and resalable. If any of the Kit or any of its



individual products within each Kit are returned, the refund sum of the Kit and individual products will be calculated in accordance with the Nu Skin Sale and Refund policy, and the Brand Affiliates are also required to return any promotional items and/or Free Gifts (if applicable) allocated within the said Kit or Promotion. If the promotional items and/or Free Gifts (if applicable) cannot be returned or they cannot be returned in their original condition because they have been opened, used, transferred, damaged, lost or for other reasons, Nu Skin at its sole discretion is entitled to charge the Brand Affiliate a sum equivalent to the purchase price of the promotional items and/or Free Gifts.

5. Other terms and conditions in relation to product refunds and exchanges shall be governed by and construed in accordance with the provisions set out in the Policies and Procedures of Nu Skin.
6. The return of any Kit or individual products within each Kit may affect the Brand Affiliate's eligibility to receive Bonuses and the pin title. In the event Bonuses have already been paid on the returned products, then Nu Skin will recoup the bonuses paid from the Brand Affiliate's account pursuant to the Policies and Procedures of Nu Skin.
7. Free Item is available on a first-come, first-serve basis, subject to stock availability.
8. Purchase of the Package can be made and processed at Nu Skin Experience Center in Malaysia or via Nu Skin's website at www.nuskin.com.my.
9. 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

10. 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 Prizes.
11. 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 Product 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.

12. 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.

13. 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.

14. 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.

15. Nu Skin's decision on all matters relating to or in connection with this Promotion shall be final, conclusive and binding on all Brand Affiliates and Eligible Participants and no further enquiries, correspondence and/or appeal, in written or verbal to dispute Nu Skin's decision shall be entertained.



16. In respect of the Promotion, Participants agree that:
- (a) The Promotion or Products purchased with the Promotion 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 participating in the Promotion;
 - (c) The Products 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 Prizes; and
 - (d) Nu Skin has the absolute discretion to replace, change or substitute the Promotion and/or Products of the Promotion with other items of equivalent value without prior notice or reference to Participants.
17. Eligibility to participate in this Promotion is based on meeting the requirements of this Promotion and all requirements of the Agreements.
18. 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.
19. 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.
20. 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.