



EMPOWERME™ SUCCESS CELEBRATION PROMOTION TERMS AND CONDITIONS

Nu Skin (Malaysia) Sdn. Bhd. (“**Nu Skin**”, “**we**” or “**us**”) will be running the “EmpowerMe™ Success Celebration Promotion” (“**Promotion**”) starting from 4 September 2023 till 25 September 2023 or upon depletion of the stock made available for this Promotions, whichever comes first (“**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, the Brand Affiliates will be entitled to the following promotions:

Item (and each a ‘Kit’)	Price
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<p>ageLOC® LumiSpa® Activating Cleanser Special Pack Comprises:</p> <ul style="list-style-type: none"> - Six (6) ageLOC® LumiSpa® Activating Cleanser (100ml) (Normal/Combo)/(Dry)/(Oily)/(Sensitive)/(Blemish Prone) <p>FREE</p> <ul style="list-style-type: none"> One (1) ageLOC® LumiSpa® iO Device 	RM948
<p>ageLOC Boost™ Core Kit Special Pack Comprises:</p> <ul style="list-style-type: none"> - One (1) ageLOC Boost™ System - One (1) ageLOC Boost™ Activating Treatment (40ml) <p>Free</p> <ul style="list-style-type: none"> - One (1) Nutricentials® Brighter Day Exfoliant Scrub (100ml) 	RM940
<p>180°® Skin Care System Comprises:</p> <ul style="list-style-type: none"> - One (1) Nu Skin 180°® Face Wash (125ml) - One (1) Nu Skin 180°® Skin Mist (100ml) - One (1) Nu Skin 180°® CR Fluid (30ml) - One (1) Nu Skin 180°® Hydrator SPF 18 (30ml) - One (1) Nu Skin 180°® Night Complex (30ml) 	RM870
<p>Wellness Pack Comprises:</p> <ul style="list-style-type: none"> - One (1) Cholestin® (120 capsules) - One (1) Opti Omega® (60 softgels) 	RM248

3. All requests for refunds in relation to the Promotion are subject to Nu Skin's Sale and Refund policy in accordance with the Policies and Procedures of Nu Skin.
4. 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. Purchase of the Kit can be made and processed at Nu Skin Experience Center in Malaysia or via Nu Skin's website at www.nuskin.com.my.
8. 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

9. 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 Free Gifts.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. In respect of the Free Gifts, Eligible Participants agree that:
- (a) The Free Gifts 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 Free Gifts;
 - (c) The Free Gifts 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 Free Gifts; and



- (d) Nu Skin has the absolute discretion to replace, change or substitute the Free Gifts with other items of equivalent value without prior notice or reference to Participants.
16. Eligibility to participate in this Promotion is based on meeting the requirements of this Promotion and all requirements of the Agreements.
 17. The ageLOC Boost™ System ("**Beauty Device**") shall be covered by Nu Skin's standard warranty in relation to similar equipment and shall be eligible for Nu Skin's extended warranty program, subject to the terms and conditions more particularly set out therein ("**Standard Warranty**"). Brand Affiliates shall deal with Nu Skin in accordance with the Standard Warranty for all warranty information and claims. Nu Skin gives no representation or warranty with respect to the quality or suitability of the Beauty Device. Nu Skin shall not be responsible to replace any lost, stolen, or damaged Beauty Device (whether due to defects in materials or workmanship by the manufacturer) including loss or damage arising out of or in connection with the delivery of the Beauty Device from the manufacturer to Nu Skin. Brand Affiliates receiving the Beauty Device shall deal directly with the manufacturer for all warranty information and claims in accordance with the terms and conditions of the manufacturer, without any recourse to Nu Skin.
 18. 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.
 19. 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.
 20. 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.
 21. 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.