

**AMARE INCENTIVE TRIP PROMOTION TERMS & CONDITIONS**

These Terms & Conditions (hereinafter “Terms & Conditions” and/or “Agreement”) govern the AMARE INCENTIVE TRIP PROMOTION (hereinafter the “Promotion”). The Promotion is administered by AMARE GLOBAL, a California company (“AMARE”). Participation in the Promotion subjects the Participant to the terms and conditions hereof.

**I. ELIGIBILITY, QUALIFICATION PERIOD, PARTICIPATION AND REWARDS**

The Promotion is open to Amare Wellness Partners in good standing (hereinafter “Participant”) in all markets in which AMARE operates. By participating in the Promotion, the Participant fully and unconditionally agrees to accept the Terms and Conditions contained herein, which are final and binding. VOID WHERE PROHIBITED.

The Promotion commences on August 1, 2018 12:00:00 AM PST and terminates August 31, 2019 11:59:59 PM PST (may be hereinafter referred to as the “Qualification Period”). The Promotion is not a part of the AMARE compensation plan, but a limited time promotion as outlined herein.

Participants, who qualify under the terms herein, are eligible to participate in the Promotion which entitles them to the Rewards (as outlined below) (the “Rewards” include both “Primary Reward” and “Additional Reward” set forth below) based on their accumulation of Points (the “Points”) earned through specified actions (as set forth below) within the Qualification Period.

ACTION	POINTS
Personally enroll New Wellness Partner(s) or Customer(s) who place and fulfill the first three (3) orders during the Qualification Period.	Points awarded based on PV of orders: <ul style="list-style-type: none"> <li>• 1–99 PV = 1 Trip Point</li> <li>• 100–199 PV = 5 Trip Points</li> <li>• 200–299 PV = 10 Trip Points</li> <li>• 300–399 PV = 15 Trip Points</li> <li>• 400+ PV = 20 Trip Points</li> </ul>

Personally Enroll is defined within the AMARE Policy Manual as a Wellness Partner that is on the first level of the Participant’s Enroller Tree.

New Wellness Partners or Customers are defined someone who has never created an account or membership with AMARE. Duplicate or existing Wellness Partners or Customers will be identified and orders will not generate Points.

Each Participant may earn no more than 20 Points per order from a single Wellness Partner or customer.

No more than three (3) orders per Wellness Partner or Customer will generate Trip Points.

Wellness Partners or Customers assigned to a Participant by Amare Global do not qualify for Points on orders generated before assignment.

Participant must be Commission Active with 100 PV in the month that they earn Points through the Qualification Period.

Points are awarded upon Amare’s acceptance of the Monthly Commission Period and assigned to the Participant assigned as the Enroller of the Wellness Partner or Customer. If a Wellness Partner or Customer is moved to another Enroller, that new Enroller will begin to receive Points for future orders only. Prior Points earned and accepted during the Monthly Commission run will remain with the previous Enroller prior to the move.

Orders that are returned or refunded will have Points associated with the order which will be removed from Reward calculations.

Trip Points generated in prior Promotions cannot be applied to this current Promotions. However, a limited qualification period was available where Points are transferable from the prior Promotion generated from August 1st 2018 to August 31st 2018. Only Points that did not qualify Participant for the 2018 Promotion generated within this limited qualification period can be transferred to the 2019 Promotion.

REDEMPTION AMOUNT	REWARD
450 Trip Points	<ul style="list-style-type: none"> <li>• Six-day, five-night all-inclusive resort for one (1) Wellness Partner based on double occupancy of Participant paired with another qualifying Participant*</li> </ul>
500 Trip Points	<ul style="list-style-type: none"> <li>• Six-day, five-night all-inclusive resort for one (1) Wellness Partner and one (1) Guest</li> </ul>
700 Trip Points	<ul style="list-style-type: none"> <li>• Six-day, five-night all-inclusive resort for one (1) Wellness Partner and one (1) Guest</li> <li>• One (1) \$800 Airfare credit for one (1) Guest</li> </ul>
800 Trip Points	<ul style="list-style-type: none"> <li>• Six-day, five-night all-inclusive resort for one (1) Wellness Partner and one (1) Guest</li> <li>• Two (2) \$800 Airfare credits for two (2) Guests (total of \$1,600)</li> </ul>

Reward is for Participant only (one individual regardless of number of people associated with distributorship) and each Participant may earn only one Reward.

\*Double occupancy is assigned by AMARE to pair Participant with another Participant that has earned the

same Reward.

Participant may elect, through proper and timely notice to AMARE in the registration process and subject to availability, to bring minor age children to share his/her hotel or book an entire single standard room for an additional prepaid price as set by AMARE and/or the hotel.

Exact dates of the Incentive Trip is November 18–23, 2019.

## II. RULES

- a. To qualify Participant must be an AMARE Wellness Partner in good standing, 18 years of age or older, properly register in advance and personally attend the AMARE Incentive Trip.
- b. The PROMOTION's end date is August 31, 2019. All qualification must be completed prior to August 31, 2019, to be eligible towards Points accumulation.
- c. At any time, AMARE retains the right to disqualify a Participant for what AMARE views as disreputable or adverse behavior including but not limited to violation of AMARE Partner Policies and Procedures
- d. Participants and any guests bear the sole responsibility for obtaining their individual passport and entrance visas. Failure to meet passport and visa requirements may disqualify the Participant from participation in the Promotion.
- e. In no event shall AMARE be responsible for any costs or expenses associated with a disqualified Participant or guest or Participant or guest who do not attend the AMARE Incentive Trip.
- f. Participant is responsible for travel/lodging/food/transportation expenses (except as provided herein) for attendance at the AMARE Incentive Trip. Participants and guests are required to pay any additional travel expenses associated with the Incentive Trip.
- g. If for any reason a Participant is unable to attend the AMARE Incentive Trip, participation and Rewards may not be deferred to a subsequent promotion. AMARE will not compensate in cash or kind to a Participant who is unable to attend the AMARE Incentive Trip.
- h. The Rewards are non-transferable. Participant must attend the Incentive Trip to redeem any Rewards.
- i. If an order upon which a Participant relied to earn a Reward hereunder is canceled or returned, any Reward earned or received will be rescinded and, if previously received, must be returned by the Participant or AMARE may deduct the amount of any such Reward from the Participant's future commission check(s) or recoup such amount by any other lawful means.
- j. Rewards do not include any incidental charges, or any other fees charged or incurred, if any.
- k. Hotel room Reward is to be booked and redeemed by Participant through an AMARE travel agent. Hotel room is selected by AMARE and Reward may not be used to transfer or apply to any accommodations selected by the Wellness Partner without prior approval from AMARE.
- l. A valid credit card will be required at the time of check-in. Hotel will use this for authorization for incidental charges.
- m. Every effort will be made to honor room type requests. All rooms will be assigned by the hotel and are on a space available basis. AMARE and hotel reserve the right to provide comparable alternate accommodations if rooms are not available at the hotel for the event.
- n. All Participants and guests are subject to the hotel's rules and policies.
- o. Airfare Reward will be in the form of a \$800.00 or \$1,600.00 credit to be redeemed for standard economy airfare travel only. Airfare Reward cannot be applied to additional upgrade cost or benefits for travel.
- p. Travel must be booked through an AMARE travel agent. Airfare Reward has no cash value and any

- remaining credit balance will not be paid out. Participant is responsible for any additional travel cost.
- q. After a Participant has qualified for one of the Rewards above, and provided that he/she attends the AMARE Incentive Trip, he/she is no longer eligible to earn additional Points for redemption of an additional Reward.
  - r. In the event that any Reward is issued and Participant or any registered guest of Participant do not attend the AMARE Incentive Trip, any Reward earned or received will be rescinded and, if previously received, must be returned by the Participant or AMARE may, in its sole discretion, deduct the amount of any such Reward from the Participant's commission check(s) or recoup such amount by any other lawful means.
  - s. The value of Reward(s) may be considered taxable income to the Wellness Partners for 1099 Tax purposes, and all taxes are the sole responsibility of the Participants who receive them.
  - t. This Promotion is void where prohibited by law and subject to all federal/state/local laws and regulations. AMARE reserves the right to substitute Rewards of equal or greater value.

## II. GENERAL TERMS AND CONDITIONS

Any undefined terms herein shall be understood and construed as set forth and used in AMARE's current Policy Manual and Compensation Plan.

AMARE reserves the right to withhold or deny any or all Rewards based upon Participant's non-compliance with AMARE Policy Manual.

AMARE retains the right to disqualify a Participant at any time for what AMARE views, in its sole discretion, as disreputable or adverse behavior.

Rewards may only be achieved through the sales/purchases of AMARE products as outlined in the compensation plan and in AMARE's Policy Manual and not for recruitment of distributors.

AMARE may terminate or modify the Promotion at any time with or without notice.

The Participant is subject to AMARE's Policy Manual and is also subject to the Wellness Partner/Customer Application.

BY PARTICIPATING IN THE PROMOTION, PARTICIPANT AGREES TO RELEASE AND HOLD HARMLESS AMARE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATED COMPANIES AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION INCLUDING BUT NOT LIMITED TO: A) UNAUTHORIZED HUMAN INTERVENTION IN THE PROMOTION; B) TECHNICAL ERRORS RELATED TO COMPUTERS, SERVERS, PROVIDERS OR TELEPHONE OR NETWORK LINES; C) PRINTING ERRORS; D) ERRORS IN THE ADMINISTRATION OF THE PROMOTION; E) INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPANT'S OR GUESTS' PARTICIPATION IN THE PROMOTION AND ANY ASSOCIATED EVENTS. PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES' LIABILITY SHALL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEYS FEES AND PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY FURTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES.

Except where prohibited, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion shall be resolved under the laws of the State of California, without respect to any conflict of law issues and Participant agrees that such shall be resolved individually, without resort to any form of class action, and with exclusive jurisdiction in the State of California.

Any controversy or claim arising out of or relating to these Terms and Conditions or the Promotion shall be settled by the arbitration of one (1) arbitrator which shall be administered by the American Arbitration Association subject to the Utah Rules of Civil Procedure and under the American Arbitration Association Commercial Arbitration Rules where they do not conflict with the California Rules of Civil Procedure, and judgment on the award rendered by the arbitrator may be rendered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude AMARE from seeking any injunctive relief in State or Federal courts in California or other necessary or appropriate jurisdiction for protection of their intellectual property rights. The English version of these PROMOTION Terms and Conditions shall govern any and all disputes in relation to this PROMOTION and these Terms and Conditions.

AMARE may change the terms of these Terms and Conditions at any time by notifying Participant of such change in writing on the designated website where these Terms and Conditions are posted. Any change shall take effect immediately from the date of AMARE's posting of the change on said website.

The Participant agrees to the use of his/her name and photograph in broadcasts, newspapers, brochures and other media without compensation. The Participant warrants that all statements made herein are true and correct and understands that the Released Parties have relied on them in allowing the Participant to participate in the Promotion.