# LAUNCH PACKS — OFFERS — TERMS & CONDITIONS

These Terms & Conditions (hereinafter "Terms & Conditions" and/or "Agreement") govern the AMARE OFFER (hereinafter the "Offer"). The Offer is administered by AMARE GLOBAL, a California company ("AMARE"). Participation in the Offer subjects the Participant to the Terms & Conditions hereof.

# I. ELIGIBILITY, QUALIFICATION PERIOD, PARTICIPATION AND REWARDS

By participating in the Offer, the Participant fully and unconditionally agrees to accept the Terms & Conditions contained herein, which are final and binding. VOID WHERE PROHIBITED.

The Offer begins on September 1, 2021, 12 a.m. PST (may be hereinafter referred to as the "Qualification Period"). The Offer is not a part of the AMARE Compensation Plan.

Participants, who qualify under the terms herein, are eligible to participate in the Offer which entitles them to the Rewards (as outlined below) earned through specified actions (as set forth below) within the Qualification Period.

### **II. DEFINITIONS**

Customer is defined as an individual who purchases AMARE products and does not engage in building a business or retailing product.

New Wellness Partner is defined as one who had never completed a purchase of a Wellness Partner membership with AMARE and whose enrollment date is within the Qualification Period.

Upgrade is defined as one who had never completed a purchase of a Wellness Partner membership with AMARE and whose upgrade date is within the Qualification Period.

### **III. PARTICIPATION**

- A. During enrollment, or upgrade, Participant must have a Qualifying Enrollment Order which meets all the following conditions:
  - a. First enrollment order which contains the Wellness Partner Membership Fee (item ID: F002) or a Customer that upgrades to a Wellness Partner by completing an order containing the Wellness Partner Membership Fee during the Qualification Period.
  - b. Order which contains one of the Launch Packs.
- B. The Launch Packs are defined as a group of products that are available for purchase as a Wellness Partner or as a Customer upgrading to become a Wellness Partner.
  - a. The following Item IDs are Launch Packs
    - i. Starter Pack (Item ID: P033)
    - ii. Essentials Pack (Item ID: P034)
    - iii. Wellness Pack (Item ID: P028)
- C. The purchase of any Launch Packs as a Customer will upgrade an existing account to a Wellness Partner account.

# **IV. REWARDS**

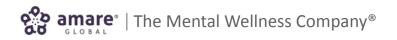
ACTION	REWARD
Participant enrolls or upgrades to a new Wellness Partner account with a purchase of the <b>Starter</b> <b>Pack (Item ID:P033)</b> during the Qualification Period.	<ul> <li><u>Reward I</u></li> <li>Participant receives: <ul> <li>Wellness Partner Membership Fee (item ID: F002) is reduced to \$35.00 for the 1st annual year</li> <li>Subscribe &amp; Save Reward Tier increased to 15%*</li> <li>25 bonus Trip Points**</li> </ul> </li> <li>Participant's Enroller receives: <ul> <li>5 bonus Trip Points**</li> <li>Heart Start bonus total payout increased to \$50***</li> </ul> </li> </ul>
Participant enrolls or upgrades to a new Wellness Partner account with a purchase of the <b>Essentials</b> <b>Pack (Item ID:P034)</b> during the Qualification Period.	<ul> <li><u>Reward II</u></li> <li>Participant receives:</li> <li>Wellness Partner Membership Fee (item ID: F002) is waived for the 1st annual year</li> <li>Subscribe &amp; Save Reward Tier increased to 20%*</li> <li>75 bonus Trip Points**</li> <li>Participant's Enroller receives:</li> <li>10 bonus Trip Points**</li> <li>Heart Start bonus total payout increased to \$100***</li> </ul>
Participant enrolls or upgrades to a new Wellness Partner account with a purchase of the <b>Wellness</b> <b>Pack (Item ID:P028)</b> during the Qualification Period.	<ul> <li><u>Reward III</u></li> <li>Participant receives:</li> <li>Wellness Partner Membership Fee (item ID: F002) is waived for the 1st annual year</li> <li>Subscribe &amp; Save Reward Tier increased to 25%*</li> <li>150 bonus Trip Points**</li> <li>Participant's Enroller receives:</li> <li>15 bonus Trip Points**</li> <li>Heart Start bonus total payout increased to \$150***</li> </ul>

\*Subscribe & Save Rewards Tiers are rewards found in the Amare Subscribe & Save Rewards Program. Additional details can be found in the Subscribe & Save Rewards Program.

\*\*Trip Points are points to be used for the Path to Paradise Incentive Trip program. Additional details can be found in the Path to Paradise Terms and Conditions.

\*\*\*Heart Start Bonuses are commissions paid to Wellness Partners. Additional details can be found in the Amare Compensation Plan.

- A. Participant may only earn each of the Rewards once per account.
- B. Wellness Partner Membership fee will only be modified at the time of enrollment or upgrade.
- C. Wellness Partner Membership fee is modified for the initial annual membership period only. Subsequent annual membership fee will be due on the annual renewal date at the stated membership fee amount.
- D. Bonus Trip Points from Reward I, II, and III are only awarded during the Participant's Heart Start Period.



- E. Bonus Trip Points do not accrue if the Wellness Partner purchases each of the corresponding Launch Packs. Bonus Trip Points of the highest priced Launch Pack will be awarded if Participant purchases multiple Launch Packs.
- F. Reward will be clawed back or voided if the Qualifying Enrollment Order is returned or refunded in full or partially.
- G. If Reward is clawed back or voided for any reason, Participant's Subscribe & Save Rewards tier will be recalculated and assigned the reward tier as defined in the Subscribe & Save Rewards Terms and Conditions.
- H. Orders may not be combined or altered in any way. Order placed prior to the Qualification Period do not apply.
- I. Reward is non-refundable and has no cash value.
- J. Only valid through the amare.com website.

### **V. GENERAL TERMS & 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 the 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.

AMARE may terminate or modify the Offer 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 OFFER, 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 OFFER INCLUDING BUT NOT LIMITED TO: A) UNAUTHORIZED HUMAN INTERVENTION IN THE OFFER; B) TECHNICAL ERRORS RELATED TO COMPUTERS, SERVERS, PROVIDERS OR TELEPHONE OR NETWORK LINES; C) PRINTING ERRORS; D) ERRORS IN THE ADMINISTRATION OF THE OFFER; 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 OFFER 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 OFFER, 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 Offer 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 & Conditions or the Offer 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 OFFER Terms & Conditions shall govern any and all disputes in relation to this OFFER and these Terms & Conditions.

AMARE may change the terms of these Terms & Conditions at any time by notifying Participant of such change in writing on the designated website where these Terms & 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 Offer.

# FAQ:

1. Q: How do I participate?

A: Welcome to Amare! Simply enroll or upgrade to a Wellness Partner account with a purchase of one of our launch packs to earn the rewards.

- 2. Q: Do upgrades of Customer to Wellness Partner count for this Offer?A: Yes, upgrading to a Wellness Partner through the purchase of one of the Launch Packs will count.
- 3. Q: My Wellness Partner membership renewal fee is coming up. Can I have it waived if I complete a qualifying order?

A: No, the Wellness Partner Membership fee is only waived during enrollment or upgrade.

4. Q: I'm having trouble enrolling, can I contact Customer Experience and enroll through the support line?

A: Yes, Customer Experience will be able to help you sign up. Our phone number is 888-898-8551 or email support@amare.com.

**Q: How do I get the bonus Trip Points? Can I choose which trip to apply the Trip Points to?** A: The bonus trip points for each launch pack is only available during the Heart Start Bonus period. If the enrollee is currently within their Heart Start Bonus period, the bonuses will be awarded.
 Trip Points will be automatically applied to the most active AMARE Incentive Trip promotion.

#### 6. Q: What is the SSR Tier reward?

A: To learn more about the Subscribe & Save Rewards program, view this document <u>Subscribe & Save</u> <u>Rewards</u>.

- 7. Q: How do I earn the extra Heart Start Bonus mentioned as one of the rewards? A: If someone you enroll purchases a Launch Pack for the first time within their Heart Start period, the Heart Start bonus total payout will increase based on the pack purchased! This will apply to anyone you newly enroll or if you have a personally enrolled person that is still in their Heart Start Period. Heart Start bonuses are not paid if the enrollee is not within their Heart Start period.
- 8. Q: Can I purchase more than one Launch Pack and earn the bonuses?A: No, each of the Launch Packs can only be purchased once per account.
- **9. Q: If I buy multiple Launch Packs, will I receive the rewards for each purchase?** A: No, the rewards are limited to one (1) per account and bonus trip points are only available during the Heart Start Period. Additionally, the Launch Packs can only be purchased once per account.