

LAUNCH PACK OFFER 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 June 1, 2020, 12 a.m. PST (may be hereinafter referred to as the “Qualification Period”). The Offer is not a part of the AMARE Compensation Plan, but a limited time Offer as outlined herein.

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

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.

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.

III. RULES

ACTION	REWARD
Participant enrolls or upgrades to a new Wellness Partner account with a Qualifying Enrollment Order during the Qualification Period.	Reward I <ul style="list-style-type: none"> • Wellness Partner Membership Fee (item ID: F002) is waived for the first year. • Subscribe and Save Reward Tier increased to 25% • 150 Trip Points • Heart Start Bonus paid to Level I is doubled, if Participant is within a Heart Start Period
Participant with an enrollment date on or before March 30th, 2020 purchases a Launch Pack (Item ID: P028)	Reward II <ul style="list-style-type: none"> • Subscribe & Save Reward Tier increased to 25% • Heart Start Bonus paid to Level I is doubled, if Participant is within a Heart Start Period
Participant with an enrollment date between April 1st, 2020 and May 31st, 2020 purchases a Launch Pack (Item ID: P028) before July 31st, 2020 11:59PM PST.	Reward III <ul style="list-style-type: none"> • Subscribe and Save Reward Tier increased to 25% • 150 Trip Points • Heart Start Bonus paid to Level I is doubled, if Participant is within a Heart Start Period

- 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. First enrollment order which contains the Launch Pack (item ID: P028)
- B. Participant may only earn one (1) of the Rewards above per account.
- C. If a Participant is qualified to earn Reward III, this Reward will be given instead of Reward II.
- D. The purchase of a Launch Pack (item ID P028) as a Customer will upgrade an existing account to a Wellness Partner account.
- E. Wellness Partner Membership fee will only be waived if the Launch Pack is purchased at the time of enrollment or upgrade.
- F. Wellness Partner Membership fee is waived 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.
- G. Participant's current Subscribe & Save Rewards tier will be set to the 25% tier if Participant is currently earning a lower reward tier rate.
- H. Heart Start Bonuses to be paid on Launch Pack orders will be doubled for the Level I bonus as described in the AMARE Policy Manual and Compensation Plan.
- I. Trip Points Reward will apply to the most current active AMARE Incentive Trip Promotion.
- J. 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.
- K. Reward will be clawed back or voided if the Qualifying Enrollment Order is returned or refunded in full or partially.
- L. Orders may not be combined or altered in any way. Order placed prior to the Qualification Period do not apply.
- M. Reward is non-refundable and has no cash value.
- N. This Offer is only valid through the amare.com website.
- O. AMARE Incentive Trip Terms and Conditions apply to this Offer.
- P. AMARE Subscribe and Save Rewards Terms and Conditions apply to this Offer.

IV. 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 in this Offer?

A: Welcome to Amare! Simply enroll or upgrade to a Wellness Partner account with a Launch Pack purchase to earn the rewards.

2. Q: Do upgrades of Preferred Customer to Wellness Partner count for this Offer?

A: Yes, upgrading to a Wellness Partner through the purchase of a Launch Pack 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 and receive this Offer. Our phone number is 888-898-8551 or email support@amare.com.

5. Q: I just enrolled before this promotion and I want to participate in this Offer.

A: If you enrolled in the month of April 2020 or May 2020, you'll be able to access many of the rewards available in this offer. If you enrolled before April 2020, you will only receive the reward for the 25% SSR Tier.

6. Q: Can I receive the Trip points by buying the Launch Pack?

A: No, unfortunately the Trip Points are only given during Enrollment or Upgrade or if you enrolled during the month of April 2020 or May 2020. However, you will receive the 25% SSR Tier reward.

7. Q: Can I choose which trip to apply the 150 Trip Points to?

A: No, Trip Points will be automatically applied to the most active AMARE Incentive Trip promotion.

8. Q: What is the 25% SSR Tier reward?

A: To learn more about the Subscribe & Save Rewards program, view this document (add link here)

9. 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, you will earn a 40% Heart Start bonus instead of 20% for the order containing the Launch Pack! This will apply to anyone you newly enroll or if you have a personally enrolled person that is still in their Heart Start Period

10. Q: Does the Double Heart Start Bonus apply to every order that new enrollee creates during their Heart Start period?

A: No, you will only earn the Double Heart Start Bonus on the order containing the Launch Pack.

11. Q: If my enrollee purchases multiple Launch Pack orders during their Heart Start period, do I earn a Double Heart Start bonus each time they purchase the Launch Pack?

A: No, the Launch Pack can only be purchased once per account and the Double Heart Start bonus will only apply to the first time purchase of the Launch Pack.

12. 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. Additionally, the Launch Pack can only be purchased once per account.