

EXCLUSIVE GIFT BOX PROMOTION TERMS & CONDITIONS

These Terms & Conditions (hereinafter “Terms & Conditions” and/or “Agreement”) govern the AMARE 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 & Conditions hereof.

I. ELIGIBILITY, QUALIFICATION PERIOD, PARTICIPATION AND REWARDS

The Promotion is open to all Amare Wellness Partners. By participating in the Promotion, the Participant fully and unconditionally agrees to accept the Terms & Conditions contained herein, which are final and binding. VOID WHERE PROHIBITED.

The Promotion contains multiple Qualification Periods beginning on July 1, 2020, 12 a.m. PST and ends December 31, 2020, 11:59 p.m. 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.

Qualification Periods are defined in the following table:

MONTH	TYPE	PERIOD DATES
July 2020	Monthly	July 1, 2020, 12 a.m. PST and ends July 31, 2020, 11:59 p.m. PST
August 2020	Monthly	August 1, 2020, 12 a.m. PST and ends August 31, 2020, 11:59 p.m. PST
September 2020	Monthly	September 1, 2020, 12 a.m. PST and ends September 30, 2020, 11:59 p.m. PST
October 2020	Monthly	October 1, 2020, 12 a.m. PST and ends October 31, 2020, 11:59 p.m. PST
November 2020	Monthly	November 1, 2020, 12 a.m. PST and ends November 30, 2020, 11:59 p.m. PST
December 2020	Monthly	December 1, 2020, 12 a.m. PST and ends December 31, 2020, 11:59 p.m. PST

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

II. DEFINITIONS

New Preferred Customers are defined as one who has never completed a purchase of a Preferred Customer membership with AMARE and whose enrollment date is within the qualification period.

New Wellness Partner are defined as one who has never completed a purchase of a Wellness Partner membership with AMARE and whose enrollment date is within the qualification period.

A Qualifying Enrollment order is defined as an Order with \$134.95 product subtotal amount, excluding membership fees, taxes, and shipping fees containing the Preferred Customer Membership Fee (item ID: F001) or Wellness Partner Membership Fee (item ID: F002) to qualify for Reward. Product subtotal amount generates Subscribe & Save volume, as defined in the Amare Compensation Plan.

III. RULES

ACTION	REWARD
Participant enrolls a total of three (3) new Preferred Customers or new Wellness Partners each with a Qualifying Enrollment Order during one of the Monthly Qualification Periods. This can be completed for each of the Monthly Qualification Periods.	<ul style="list-style-type: none"> • 1 Monthly Gift Box

Participant will earn one (1) Gift Box for enrolling a total of three (3) new Preferred Customers or New Wellness Partners with a Qualifying Enrollment Order within each of the Monthly Qualification Periods.

Enrollments must occur during the Qualification Period to count towards the three (3) enrollment requirement to earn the Reward for the Qualification Period.

Upgrade of Customers accounts whose enrollment date fall outside of the Qualification Periods do not count for qualification for this promotion.

Participant may only earn one (1) Gift Box per Monthly Qualification Period.

Rewards are finalized in the following month when the official Monthly commission period is closed, as defined in the Amare Compensation Plan.

Rewards are shipped to the Participant’s mailing address on file. Shipping is not charged. Reward shipment may take up to 30 business days to process.

Rewards will be clawed back or voided if the Qualifying Enrollment Order is returned or refunded in full or partially.

Orders may not be combined or altered in any way. Order placed prior to the Qualification Period do not apply.

Reward is non-refundable and has no cash value.

This Promotion is only valid through the amare.com website.

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 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 & 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 & Conditions shall govern any and all disputes in relation to this PROMOTION 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 Promotion.

FAQ:

1. Q: How do I participate in this Promotion?

A: Enroll three (3) or more New Preferred Customers or New Wellness Partners that each have \$134.95 or more in product purchases that generate Subscribe and Save volume in the Enrollment Order. Membership fees, taxes, and shipping do not count.

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

A: No, upgrades with a qualifying order do not apply for this promotion. The Preferred Customer or Wellness Partner must have an enrollment date within the qualification period in Pacific Standard Time zone to count.

3. Q: If I enrolled more than 3 people during the qualification period, does it roll over to the next month?

A: No, the extra enrollments over the 3 required do not roll over to the next month. It will start from zero at the beginning of each period.

4. Q: Does enrolling a Wellness Partner with a Launch Pack qualify me for this promotions?

A: Yes, enrolling a new Wellness Partner with a Launch Pack does qualify you for this promotion.

5. Q: What is in the gift box?

A: Each gift box may contain a mix of the following types of items, but not necessarily all of them at once: exclusive gift items, exclusive branded items, free product, points for Amare programs and other incentives, or other special gifts.

6. Q: Can I exchange or trade my gift box for something else?

A: No, Gift Boxes are non-transferable and are non-refundable.

7. 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 Promotion.

8. Q: I just enrolled last month and paid the fee. I want to participate in this Promotion.

A: Yes. All Active Amare Wellness Partners are eligible for this promotion.