

Nutricentials® 極地植萃護膚系列 PUMPS

如新港澳領袖優先體驗活動條款及條件

1. 當您遞交訂單時，即表示您同意接受與美國如新企業香港分公司（其與其關聯公司合稱「如新」或「本公司」）所訂立之本條款及條件所約束。如在文中有任何沒有定義的詞彙，其定義應與品牌專員協議書、如新政策與程序、銷售獎勵計劃及適用於購買人原居市場的相關文件的詞彙意思一樣，該等定義並被納入本文件之條款及條件的一部分。
2. 本條款及條件適用於 2022 年 4 月 25 日至 26 日在香港及澳門舉行的 Nutricentials® 極地植萃護膚系列 PUMPS 如新港澳領袖優先體驗活動（「本活動」），本活動僅適用於香港及澳門如新品牌專員。於本活動中，本公司會出售「PUMPS 注養美肌套裝」（“套裝”）予符合本活動購買資格的品牌專員。

「PUMPS 注養美肌套裝」售價為港幣 1,500 元，銷售業績(“SV”) 150，銷售獎金基數(“CSV”) 1,170.00，並只會以套裝形式出售，套裝內包括以下產品：

- 2 x 補骨脂酚亮肌注養液
- 2 x 後生元修護注養液
- 2 x B5 補濕注養液

有關以上套裝的分享獎金請參考於「Office」內或「星享城 – 個人中心 – 我的事業」內的資料。

3. 購買資格

要獲得於本活動中購買「PUMPS 注養美肌套裝」之資格，您必須是如新港澳的品牌專員，還要符合以下要求，

- 2022 年 4 月維持品牌代表或以上名銜之品牌專員，每個品牌專員帳戶最多可購買「PUMPS 注養美肌套裝」2 套；

4. 購買日期及時間

- 2022 年 4 月 25 日中午 12 時正至 2022 年 4 月 26 日下午 11 時 59 分於星享城進行訂購；

5. 購買不是必須; 庫存及零售

- (a) 您明白「PUMPS 注養美肌套裝」的購買並非是必須的，並且您不會因招募他人參加本活動而獲得獎金的。只有在您購買「PUMPS 注養美肌套裝」及成功收貨後，且您須符合如新銷售獎勵計劃及政策與程序的規定及要求時，本公司才會向您支付獎金。此外，請自行負責財務問題並務實地經營您的品牌專員帳戶。不要為了參與本活動或如新事業而產生債務。
- (b) 您須依據您個人合理的使用量或合理推算的零售量訂購「PUMPS 注養美肌套裝」並且所購數量不超過上述使用量或零售量。您同意您的購買是作為自用或示範用途外，還會經合規渠道零售所訂購的「PUMPS 注養美肌套裝」。您在訂購「PUMPS 注養美肌套裝」時，您必須確認您已售出或已使用先前所訂購如新產品的總存貨量的至少八成（80%），以及於前一個月達成五（5）次零售。

您必須對您銷售團隊內的品牌專員就上述原則及下文所述適用於本活動的退貨退款政策作出培訓。

- (c) 您必須提供零售收據給您的零售客戶、會員及/或品牌專員("顧客")及按照本公司的政策與程序所述保留相關副本, 本公司將監察及審計「PUMPS 注養美肌套裝」的零售量, 您並且同意於本公司提出要求時提供零售收據的副本。顧客的退貨退款受本公司政策與程序所規範; 然而, 本公司鼓勵您即使退貨要求發生在本公司政策與程序所規定的期限之後, 您仍會按您顧客的要求退貨。

6. 退貨退款政策

- (a) 受限於以下第6(c)條及本公司的政策與程序的規定, 只要是經本公司直接銷售給您的產品, 若是未經開封並可重新銷售, 本公司將退回售價的九成 (90%) 給您, 但將先扣除已發放的獎金, 本公司將有權因退貨而相應調整您及您上線的名銜。
- (b) 您必須於購買「PUMPS 注養美肌套裝」當日起計十二 (12) 個月內向本公司申請退貨退款。
- (c) 您可要求退回整套「PUMPS 注養美肌套裝」或「PUMPS 注養美肌套裝」內的個別產品, 但退回的產品皆是未經開封並可重新銷售的。
- (d) 其他退貨退款條款依本公司政策與程序之規定。如欲索取更多資料, 請查看如新香港網站上的政策與程序。

7. 使用他人的品牌專員帳戶購買「PUMPS 注養美肌套裝」

您明白如您以另一位品牌專員的品牌專員帳戶訂購「PUMPS 注養美肌套裝」, 您必須於訂購前已獲得該品牌專員有效簽署的產品訂購/信用卡授權表格, 並獲該品牌專員同意如新可收集、使用及披露其個人資料, 以及轉移其個人資料到香港及澳門及這些地區以外的第三方或如新的關聯公司, 作與本活動相關的用途。您同意當本公司按政策與程序第 2 章第 3.9 節的規定向您要求提供該書面授權時, 您會將該書面授權提供予本公司。

8. 提貨或送貨

- (a) 若是於 2022 年 4 月 25 日至 26 日於本活動中訂購的「PUMPS 注養美肌套裝」, 於訂購後的 30 天內, 您可選擇於如新生活體驗館 (適用於香港品牌專員) 提貨。
- (b) 您也可選擇以送貨方式領取 (適用於香港及澳門), 或到智能櫃提貨 (只適用於香港)。送貨方式訂單則於 2022 年 5 月 7 日前 (只適用於香港) / 2022 年 5 月 14 日前 (適用於澳門), 按照訂購時所提供的香港/澳門送貨地址或所選擇的智能櫃交付。本公司或其生活體驗館或分銷中心的地址均為無效之收貨地址。如選擇到智能櫃提貨, 在產品到達智能櫃後, 您將會收到由智能櫃發送的 SMS 通知, 請根據通知內的指示於期限前到您所選擇的智能櫃提取「PUMPS 注養美肌套裝」。請注意, 香港離島區域和偏遠區域的送貨時間需額外多加三 (3) 個工作天。

您瞭解若因您在訂購時所提供之送貨地址有誤又或是在與您確認送貨日期及時間後仍無法把「PUMPS 注養美肌套裝」送達給您, 本公司會再次與您聯絡以便作送貨安排, 但將會收取港幣 70 元作為第二次的送貨費用或更改訂單內容中之行政費。選擇以智能櫃交付的訂單, 您必須在收到

智能櫃發送的 SMS 通知後 30 小時內提取產品。如閣下未能在指定時間提取產品，產品將會因為無人領取而退回本公司。本公司會再次與您聯絡以便作送貨安排，但將會收取港幣 70 元作為第二次的送貨費用或更改訂單內容中之行政費。請注意，更改送貨地址後的送貨時間或需額外多加三 (3) 個工作天。假如從您的「PUMPS 注養美肌套裝」訂購日起之三十 (30) 天內，由於您所提供的送遞地址不正確或地址不全或您所提供的收貨人不在該地址或未能在指定時間於智能櫃提取產品，致使本公司無法將您所訂購的「PUMPS 注養美肌套裝」按照您在訂購時所提供之送貨地址或所選擇的智能櫃或您所確認之送貨日子及時間送達給您，本公司將會取消您「PUMPS 注養美肌套裝」的訂單並扣除售價的一成 (10%) 作為行政費用後，把售價的九成 (90%) 退回給您，同時，但將先扣除已發放之獎金 (如有)。本公司亦會相應調整您的名銜。其他相關退貨退款政策條款，請見上面第 6 條。

9. 限量、限購

- (a) **限量。**您明白及同意我們不能保證你於本活動中一定能夠購買得到「PUMPS 注養美肌套裝」。香港出售的「PUMPS 注養美肌套裝」數量有限，未必有足夠數量以滿足您的訂購需求。所有「PUMPS 注養美肌套裝」售完即止。
- (b) **限購。**您明白及同意本活動之購買嚴格限制每個合資格的品牌專員帳戶於訂購期間所限購之「PUMPS 注養美肌套裝」數量。

10. 訂購程序及付款方法

- (a) **訂購。**要訂購「PUMPS 注養美肌套裝」，請登入星享城。
- (b) **付款貨幣和信用卡授權。**「PUMPS 注養美肌套裝」的價格以港幣計算。若使用信用卡付款，您授權本公司從您所指定的信用卡收取您所訂購的「PUMPS 注養美肌套裝」之全部貨款及其他與此相關的所有費用，包括運費。如本公司未能從您指定的信用卡中扣除相關款項，本公司會取消您的訂單而無需向您發出通知。如您選擇以他人之信用卡帳戶付款，您確認該持卡人已同意您使用他/她的信用卡，並得到該持卡人之書面同意。您確認該持卡人已同意如新為執行本活動所述事項的目的而收集、使用和披露其於本活動上提供之個人資料。
- (c) 您瞭解並同意即使在您的如新帳戶內所購買之「PUMPS 注養美肌套裝」是以第三人信用卡代為支付，本公司仍將視您為訂購人。

11. 個人資料的收集

為使您能夠訂購「PUMPS 注養美肌套裝」及使本公司可處理您的訂單及/或運送「PUMPS 注養美肌套裝」給您，本公司需要向您收集某些個人資料，如姓名、送貨地址、聯絡資料及信用卡資料。本公司尊重您的私隱並承諾保護您的這些資料。您有權透過您原居市場的服務熱線取得並驗證您在本公司留存的個人資料。當您訂購本活動的「PUMPS 注養美肌套裝」，即表示您同意本公司收集、使用及披露您提供的個人資料予本公司的關聯公司、供應商、其他服務供應商用作所有關於本活動及為您提供「PUMPS 注養美肌套裝」相關服務，包括但不限於提供產品、處理付款、安排

產品送貨、退貨、管理您的品牌專員帳戶及記錄、市場推廣及調查、資料的分析，以及作為其他載於政策與程序第 1 章第 2 節的目的。如您提供的個人資料有所變更，您會立即通知本公司。所有個人資料的查閱或更改要求或與本公司[私隱政策](#)有關的資料查詢，可致電 (852) 28377700。本公司有權為處理您的要求而收取合理的手續費。

12. 「PUMPS 注養美肌套裝」之進口

本公司及本公司的關聯公司並不保證「PUMPS 注養美肌套裝」的收件人能將「PUMPS 注養美肌套裝」進口至任何國家。「PUMPS 注養美肌套裝」的購買者或收件人均有個人責任遵守所有適用的進口、海關及牌照之法律及法規，並自行承擔因此而產生之所有關稅、稅項、牌照、申報費用，以及任何其他就有關您進口「PUMPS 注養美肌套裝」到其市場所產生的支出、費用及收費。因此，**您同意賠償及保證本公司及/或本公司的關聯公司免於承擔因您違反本條款或本活動的條款和條件而導致的所有損失、損害、民事處罰、索償、支出、費用及收費。**

13. 爭議

您同意任何因本條款及條件而產生或與之有關的爭議受中華人民共和國香港特別行政區（“香港”）的法律管轄並解釋，且同意接受香港法院的非專屬管轄。

14. 其他

- (a) 您購買及使用「PUMPS 注養美肌套裝」受本公司的政策與程序所約束，如有違反，本公司有權按照政策與程序採取任何適當的行動，包括但不限於紀律行動。
- (b) 如新可隨時更新或修改本條款及條件而無需事先發出通知。基於這個原因，您應於購買「PUMPS 注養美肌套裝」前審閱本條款及條件。如本條款及條件跟本公司的政策及程序或其他相關文件有任何差異，均以本條款及條件為準。
- (c) 如新的名稱及商標乃如新專有的並為如新所擁有。本活動之所有內容皆受如新的版權保護。本活動所使用之特定商標及名稱，皆受相關知識產權法之保護，未經如新事先書面授權不得任意使用。
- (d) 本公司將盡最大努力確保本活動之相關內容的正確性及可行性，其包括但不限於「PUMPS 注養美肌套裝」的價格、產品編號及存貨情況，但本公司將不會對任何因其相關內容的錯誤所造成的損失負責，並會保留一切變更本條款及條件及出現爭議時作出最終決定及解釋之權利。
- (e) 如本活動的條款及條件的英文版本與中文版本有任何差異，則以中文版本為準。

Nutricentials® Bioadaptive Skin Care PUMPS

Nu Skin Hong Kong / Macau Pre-Market Trial – Terms and Conditions

1. By placing an order, you are deemed to have agreed to be bound by these Terms and Conditions which are made between you and Nu Skin Enterprises Hong Kong, LLC (together with its affiliated companies are collectively referred to as “Nu Skin” or the “Company”). Any capitalized terms not defined herein shall have the same meaning as contained in the Brand Affiliate Agreement, Nu Skin Policies and Procedures, Sales Compensation Plan and related documents applicable to the purchaser’s resident market, and shall be incorporated herein by reference thereto.

2. These Terms and Conditions apply to Nutricentials® Bioadaptive Skin Care PUMPS Nu Skin Hong Kong / Macau Pre-Market Trial (“this Program”) to be held in Hong Kong and Macau from 25th April to 26th April, 2022 and is applicable to Brand Affiliates in Hong Kong and Macau only. In this Program, “Beauty PUMPS-UP Set” will be offered to Brand Affiliates who qualified for the purchase in this Program.

The selling price of “Beauty PUMPS-UP Set” is HKD 1,500 and contains SV 150, CSV 1,170.00. “Beauty PUMPS-UP Set” will only be offered in the form of a package and consists of the following products:

- 2 x Bakuchiol PUMPS
- 2 x Ceramides + Postbiotics PUMPS
- 2 x Hyaluronic Acid + B5 PUMPS

For the sharing bonus details of the above package, please refer to the information in “Office” or “Nu Town – Personal – My Business”.

3. Eligibility to Purchase

In order to be eligible to purchase “Beauty PUMPS-UP Set” in this Program, you must be Brand Affiliate of Hong Kong or Macau who comply with the following requirements,

- Brand Affiliates maintain Brand Representative or above in April 2022, each Brand Affiliate account can order up to 2 sets of the “Beauty PUMPS-UP Set”

4. Purchasing Date and Time

- Brand Affiliates may place orders at Nu Town from 12:00 noon on 25th April, 2022 to 11:59 p.m. on 26th April, 2022.

5. No Mandatory Purchase; Inventory and Retail Sales

- (a) You understand that the purchase of “Beauty PUMPS-UP Set” is optional, and there are no Bonuses paid for recruiting. Bonuses are paid only when “Beauty PUMPS-UP Set” are purchased and successfully delivered to you or collected by you, and you comply with the rules and requirements of the Sales Compensation Plan and Policies and Procedures of Nu Skin. In addition, please operate your Brand Affiliate Account in a financially responsible way. Please do not incur debt to participate in this Program or Nu Skin business.
- (b) You should order “Beauty PUMPS-UP Set” in accordance with your reasonably personal use or projected retail sales and the ordering not more than the above amount of personal use or retail sales. You agree that your purchase not only for personal use or demonstration but also for retail sale through compliant channel of “Beauty PUMPS-UP Set”. By placing an “Beauty PUMPS-UP Set” order, you certify that you have sold or consumed at least eighty percent (80%) of your total inventory from previous orders, and that you have made at least 5 retail sales in the previous

month. You must educate the Brand Affiliates in your sales team regarding these principles, as well as the Refund Policy applicable to this Program set out below.

- (c) You must provide retail sales receipts to your Retail Customers, Members and/or Brand Affiliates (“Customers”) and keep copies in accordance with the Policies and Procedures of the Company. The Company will monitor and audit the retail sales of “Beauty PUMPS-UP Set”, and you agree to provide copies of retail sales receipts as requested by the Company. Refunds to your Customers are governed by the Policies and Procedures of the Company; however the Company encourages you to honor your customers’ requests for refund even it occurs at a later time than the one set by the Policies and Procedures of the Company.

6. Refund Policy

- (a) Subject to Clause 6(c) below and the Policies and Procedures of the Company, the Company will refund to you ninety percent (90%) of the purchase price less applicable bonus, on unopened and resalable for the products sold by the Company to you. The Company may also adjust your and your upline’s title with regard to such refund.
- (b) You must submit an application for the refund to the Company within 12 months from the date of purchase of “Beauty PUMPS-UP Set”.
- (c) You may return the whole set of “Beauty PUMPS-UP Set” or individual products in the “Beauty PUMPS-UP Set” provided that the returned product is unopened and resalable.
- (d) Other product refund policy shall be in accordance with the Company’s Policies and Procedures. For more information, please review the Policies and Procedures at the website of Nu Skin.

7. Purchase of “Beauty PUMPS-UP Set” on Other Brand Affiliate’s Account

You understand that if you order the “Beauty PUMPS-UP Set” through another Brand Affiliate Account, you must have obtained a validly signed Product Order/Credit Card Authorization Form from such Brand Affiliate and such Brand Affiliate agrees Nu Skin to collect, use and disclose his/her personal data and transfer his/her personal data to any third party or affiliated companies of Nu Skin in Hong Kong, Macau and outside of these areas for the purposes relating to this Program. You agree to provide a copy of such written authorization to the Company upon request as set forth in Chapter 2, Section 3.9 of the Policies and Procedures of the Company.

8. Pickup / Delivery

- (a) The “Beauty PUMPS-UP Set” you purchase on 25th April to 26th April, 2022, you can choose pickup at Nu Skin Plaza (applicable to Hong Kong brand affiliate) within 30 days from the date of your purchase.
- (b) You can choose for delivery (applicable to Hong Kong and Macau) or collect the product via the EF Locker (applicable to Hong Kong only). Order will be delivered to the address in Hong Kong or Macau you provided or the EF Locker location you chose before 7th May 2022 (applicable to Hong Kong only) / before 14th May 2022 (applicable to Macau). Addresses of the Company, Nu Skin Plaza or distribution centers are considered as invalid shipping addresses. For those orders delivery to EF Locker, when the order arrives at EF Locker, you will receive a SMS notification from EF Locker. Please pick up your products in accordance to the instruction within the deadline as stated in the SMS. Please note that additional three (3) working days for delivery will be required for outlying islands or remote area in Hong Kong. You understand that if the delivery address provided by you in this Program order page is invalid or the “Beauty PUMPS-UP Set” cannot be delivered to you after confirming the delivery date and time with you, the Company will contact you again to delivery arrangement but will charge you HK\$70 as the second delivery fee or the administrative fee for order amendment. If you choose to deliver the order to the EF Locker, you should pick up the products within 30 hours upon EF Locker sent you the SMS notification. If you fail to pick up the products on time, the products will be returned to the Company as unclaimed, the Company will contact you again for delivery arrangement but will charge you HK\$70 as the second delivery

fee or as the administrative fee for order amendment. Please note that additional three (3) working days for delivery might be required for any change of delivery address. If the Company is unable to deliver the "Beauty PUMPS-UP Set" to your designated delivery address or within the selected date and time which has been confirmed by you within thirty (30) days from your order date due to an incorrect or incomplete delivery address or the unavailability of the named recipient at the address as provided by you or you fail to pick up the products within the timeslot states in the SMS from EF Locker, the Company will cancel your order of the "Beauty PUMPS-UP Set" and after deducting an administrative fee equivalent to ten percent (10%) of the purchase price, refund to you ninety percent (90%) of the purchase price less any bonus (if any). The Company will also adjust your title accordingly. For other terms relating to the refund policy, please also refer to Clause 6 above.

9. Limited Quantities, Purchase Limits

- (a) Limited Quantities. You acknowledge and agree that there is no guarantee that you will be able to purchase "Beauty PUMPS-UP Set" in this Program. Only a certain limited quantity of "Beauty PUMPS-UP Set" is available for sale in Hong Kong, and there may not be a sufficient quantity of "Beauty PUMPS-UP Set" to fulfill your order. All "Beauty PUMPS-UP Set" are offered while stock last.
- (b) Purchase Limits. You acknowledge and agree that the purchase of "Beauty PUMPS-UP Set" for this Program is strictly limited to quota assigned to qualified Brand Affiliate Account.

10. Order Procedures and Payment Methods

- (a) Order. To order "Beauty PUMPS-UP Set", please login Nu Town.
- (b) Currency and Credit Card Authorization. The price of "Beauty PUMPS-UP Set" is in Hong Kong dollars. If you use a credit card for payment, you authorize the Company to charge your designated credit card for the full amount of the ordered "Beauty PUMPS-UP Set" and other related fees and charges, including shipping fees. If the Company is unable to charge the related amount from your designated credit card, the Company will cancel your order without notice. If you have chosen to pay for your purchases using a credit card not issued to you, you confirm that the holder to whom such credit card has been issued (the "Cardholder") has consented to such use of the credit card and that the Cardholder has signified such consent by written consent. You also confirm that the Cardholder has agreed that Nu Skin may collect, use and disclose his/her personal data provided under this Program for the purpose of administration in relation to the matters referred to herein.
- (c) You acknowledge and agree that if the purchase of "Beauty PUMPS-UP Set" in your Nu Skin's account is paid by a third party's credit card, the Company will deem you as the purchaser.

11. Collection of Personal Information

To enable you to order "Beauty PUMPS-UP Set" and the Company to process your order and/or ship the "Beauty PUMPS-UP Set" to you, the Company will need to collect certain personal information such as name, shipping address, contact details and credit card information. The Company respects your privacy and is committed to protecting it. You have the right to access and verify your personal information held by the Company by contacting the call center of your Resident Market. By placing an order of "Beauty PUMPS-UP Set" in this Program, you agree that personal information provided by you may be collected, used and disclosed by the Company to its affiliates, suppliers and other service providers for this Program and for providing you the relevant services of "Beauty PUMPS-UP Set", including but not limited to providing products, payment process, delivery arrangement, refund, management of your

account and records, marketing promotion and research, data analysis and for other purposes set out in the Section 2, Chapter 1 of the Policies and Procedures. If the personal data provided by you has been changed, you will notify the Company immediately. All personal information access or correction requests and enquires regarding the Company's [Privacy Notice](#) can be made via telephone at (852) 28377700. The Company has the right to charge a reasonable fee for the processing of your request.

12. Importation of "Beauty PUMPS-UP Set"

Neither we nor our affiliates assure that recipients of "Beauty PUMPS-UP Set" shall be able to import into any country. Purchasers or recipients of "Beauty PUMPS-UP Set" are personally responsible for complying with all applicable import, customs and licensing laws and regulations and for all customs duties, taxes, licensing fees, declarations and any other costs, fees and expenses associated with their importation of the "Beauty PUMPS-UP Set" into their markets. Accordingly, **you agree to indemnify and hold us and/or our affiliates harmless for and from all losses, damages, civil penalties, claims, costs, fees and expenses of whatever kind or nature arising against us and/or our affiliates from or in connection with your breach of this clause or the terms and conditions of this Program.**

13. Disputes

You agree that any disputes arising from or in connection to the Terms and Conditions shall be governed and interpreted in accordance with the laws of Hong Kong Special Administrative Region of People's Republic of China ("Hong Kong") and agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

14. Miscellaneous

- (a) Your purchase and use of "Beauty PUMPS-UP Set" are subject to the Company's Policies and Procedures. In the event of violation, the Company may take any appropriate actions in accordance with the Policies and Procedures, including but not limited to disciplinary actions.
- (b) Nu Skin may update or modify these Terms and Conditions at any time and without prior notice. For this reason, you should read these Terms and Conditions prior to making purchase of "Beauty PUMPS-UP Set". If there are any discrepancies between these Terms and Conditions and the Company's Policies and Procedures or other relevant documents, these Terms and Conditions shall prevail.
- (c) The name and trademark of Nu Skin are proprietary and are owned by Nu Skin. This Program and all its contents are protected under copyright by Nu Skin. This Program and the specific trademarks and trade names used are protected by the laws of intellectual property rights and cannot be used without prior written authorization of Nu Skin.
- (d) Every effort has been made to ensure the correctness and feasibility of this Program and its relevant contents including but not limited to the price, the product number and the inventory of "Beauty PUMPS-UP Set". However, the Company will not be liable for any loss caused by errors in this Program or its related contents and reserve the right to change these Terms and Conditions and make the final decision and interpretation in the event of dispute.
- (e) If there are any discrepancies between the English version and Chinese version of these Terms and Conditions, the Chinese version shall prevail.