

**2017 ageLOC® LumiSpa LTO Terms and Conditions**  
**Nu Skin Hong Kong / Macau**

1. By placing an order for the products, 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”). These Terms and Conditions are collectively referred to as the “Agreement”. Any capitalized terms not defined herein shall have the same meaning as contained in the Distributor Agreement, Nu Skin Policies and Procedures, Sales Compensation Plan and related documents applicable to the purchaser’s home market, and shall be incorporated herein by reference thereto.

2. These Terms and Conditions apply to ageLOC® LumiSpa LTO (“LTO”) to be held in Hong Kong during December 7-8, 2017 and are applicable to the Distributors in Hong Kong and Macau only. In the LTO, ageLOC® LumiSpa (“ageLOC® LumiSpa Trial Kit”) will be offered to Hong Kong and Macau Distributors. The wholesale price of ageLOC® LumiSpa Trial Kit is HKD 2,420 and contains PV 200, CV 1,561. ageLOC® LumiSpa Trial Kit will only be offered in the form of a package and consists of the following products:

1 set of ageLOC® LumiSpa Trial Kit, including:

- 1 ageLOC® LumiSpa device (include 1 LumiSpa treatment head normal)
- 1 ageLOC® LumiSpa treatment head normal
- 1 ageLOC® LumiSpa treatment head firm
- 3 ageLOC® LumiSpa Cleanser Normal/Combo
- 1 ageLOC® LumiSpa Charger
- 1 ageLOC® LumiSpa Adaptor

### **3. Qualification of Purchasers**

In order to have the qualification to place orders, the purchasers who can place orders must be those Hong Kong and Macau Distributors who have already completed registration with “My Office” and received the account number and password of My Office before the commencement of the LTO.

Qualification for ordering: Those who keep the pin title of Executive Distributor or above in November 2017  
Quota for this Phase:

- every distributors' account who keep the pin title of Ruby Executive or above in November 2017 can order at most 10 sets of ageLOC® LumiSpa Trial Kit;
- every distributors' account who keep the pin title of Executive or above in November 2017 can order at most 5 sets of ageLOC® LumiSpa Trial Kit

### **4. Periods for Placement of Orders**

- Period for placement of order (Hong Kong time):  
From 12:00 p.m. on December 7, 2017 to 10:00 p.m. on December 8, 2017.

## **5. Quota Fulfillment - Swarovski® Crystal DIY Set**

- (a) A set of 5 Swarovski® crystal motifs are included in Swarovski® Crystal DIY Set.
- (b) During the LTO, each qualified distributor account will receive one Swarovski DIY set (“Gift”) if his/her circle group fulfills purchase of 5 sets of ageLOC® LumiSpa Trial Kit.
- (c) Gift are non-returnable, non-exchangeable, not redeemable for cash and do not carry PSV.
- (d) All qualified distributors will be notified by sms on or after December 13, 2017 for redeeming Gift at NU SKIN Plaza or Macau Distribution Center from December 15, 2017 to January 31, 2018. Gift is only redeemable by person who received the notification by sms at the designated center. Gift will not be delivered together with ageLOC® LumiSpa Trial Kit.
- (e) If any of ageLOC® LumiSpa Trial Kit is returned, you must also return all the complimentary products (“Gift”) which must also be unopened and resalable. If Gift has been opened, transferred, damaged, lost or due to whatever reasons they cannot be returned in their original status, you must pay HK\$300 to NU SKIN. Other terms and conditions in relation to product refunds and exchanges shall be governed by and construed in accordance with the provisions set out in the Policies and Procedures of NU SKIN.

## **6. No Mandatory Purchase; Inventory and Retail Sales**

- (a) You understand that all ageLOC® LumiSpa Trial Kit purchases are optional, and there are no Bonuses paid for recruiting. Bonuses are paid only when ageLOC® LumiSpa Trial Kits are purchased and successfully shipped to you, and you comply with Nu Skin Sales Compensation Plan and Policies and Procedures. If you order on behalf of others who are not in your sales organization, you will not be paid for the bonuses and/or rewards with regard to such purchase. Please operate your distributorship in a responsible way. Please do not incur debt in order to participate in the LTO or Nu Skin business.
- (b) You may not buy more ageLOC® LumiSpa Trial Kit than you can reasonably use personally, or as inventory for retail sales based upon your reasonably projected needs. You agree that you will promote the retail sale of ageLOC® LumiSpa Trial Kit unless they have been purchased for personal use or demonstration. By placing an ageLOC® LumiSpa Trial Kit purchase order, you certify that you have sold or consumed at least 80% of your total inventory of all previously purchased Nu Skin products, and that you have made at least 5 retail sales in the previous month. You must educate Distributors in your sales organization regarding these principles, as well as the Refund Policy applicable to the LTO described below.
- (c) You are required to provide retail receipts to your retail customers and keep copies as described in the Policies and Procedures, the Company will monitor and audit retail sales of ageLOC® LumiSpa Trial Kit, and you agree to provide copies of retail receipts as requested by the Company. Refunds to your retail customers are governed by law and the Policies and Procedures; however the Company encourages you to honor your customers’ requests for returns even if made at a later time than stipulated by law.

## **7. Refund Policy**

- (a) In accordance to Policies and Procedures of the Company, the Company will refund to you ninety percent (90%) of the purchase price of ageLOC® LumiSpa Trial Kit you purchased directly from the Company, less applicable bonuses which have been released to you, if the returned Product is unopened and resalable. The Company may also adjust your and your upline's pin level with regard to such refund.
- (b) Application for refund of ageLOC® LumiSpa Trial Kit must be submitted to the Company within 12 months from the date of purchase.
- (c) You may either return the whole ageLOC® LumiSpa Trial Kit, if all of the returned products are unopened, not damaged and resalable. Please note that individual products in ageLOC® LumiSpa Trial Kit cannot be returned and refunded.

- (d) Other product refund policy shall follow the Company's Policies and Procedures. For more information, please review the Policies and Procedures in your business portfolio or at the website of Nu Skin.

## **8. Purchase Product on Other Distributor's Account**

You acknowledge that if you are placing an ageLOC® LumiSpa Trial Kit order on the account of another Distributor, you have received, prior to placing the order, a validly signed Product Order/Credit Card Authorization Form from such Distributor and you have obtained that Distributor's consent to allow Nu Skin to collect, use and disclose his/her personal data and allow Nu Skin to 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 the LTO. 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.

## **9. Pickup / Delivery**

- (a) The ageLOC® LumiSpa Trial Kit you purchase in LTO can be arranged for pickup or delivery. Once an order is created, any change in Pickup or Delivery is not allowed.
- (b) Order shall be picked up at NU SKIN Plaza from December 13, 2017 to December 20, 2017.
- (c) Order will be delivered to the address in Hong Kong (only applicable for Hong Kong Distributors) or the address in Macau (only applicable for Macau Distributors) you provided and based on the selected timeslot from December 13, 2017 to December 29, 2017. Addresses of Nu Skin corporate office, Nu Skin Plaza and all distribution centers are considered as invalid shipping addresses. Please be noted that additional three (3) working days for delivery will be required for remote and restricted areas and outlying islands and Macau Delivery Address.
- (d) You understand that if the delivery address provided by you in the LTO order page is invalid or not correct or if we cannot deliver the ageLOC® LumiSpa Trial Kit to you after we confirmed with you on the delivery date and time, the Company will contact you again to arrange the product delivery but will charge you HK\$70 as the second delivery fee or order amendment fee. Please be noted that additional three (3) working days for delivery might be required for any change of delivery address. If within thirty (30) days from the date of your purchase, i) the Company cannot successfully deliver the ageLOC® LumiSpa Trial Kit to your designated delivery address or within the selected day and time which has been confirmed by you ; or ii) you cannot receive the ageLOC® LumiSpa Trial Kit, unless this is a mistake, omissions or negligence caused by the Company, the Company will cancel your order of the ageLOC® LumiSpa Trial Kit and refund to you, after deducting 10% of the purchase price being the administrative fee, 90% of the purchase price less any bonus which has been released to you (if any). The Company will also adjust your pin level accordingly. Please also refer to Clause 6 above for other terms on refund policy.

## **10. Limited Quantities, Purchase Limits**

- (a) Limited Quantities. You acknowledge and agree that there is no guarantee that you will be able to purchase ageLOC® LumiSpa Trial Kit in the LTO. Only a certain limited quantity of ageLOC® LumiSpa Trial Kit is available for sale in Hong Kong, and there may not be a sufficient quantity of ageLOC® LumiSpa Trial Kit to fulfill your order. All ageLOC® LumiSpa Trial Kits are offered while stock last. Once you have submitted an order for ageLOC® LumiSpa Trial Kit in the web page, no change can be made to such order.

- (b) Purchase Limits. You acknowledge and agree that the purchase for the LTO is strictly limited to quota assigned to qualified Distributor account. You hereby agree and accept that the PSV (if applicable) and the pin title adjustment you are entitled to as a result of your purchase of ageLOC® LumiSpa Trial Kit under these Terms and Conditions will be expected to be accrued and made to your account in the next month after the date of purchase of ageLOC® LumiSpa Trial Kit.

## **11. Order Procedures and Payment Methods**

- (a) Order and Payment Methods. To order ageLOC® LumiSpa Trial Kit, please log onto [https://www.nuskin.com/content/lto/market/china/zhen\\_HK/landing.html](https://www.nuskin.com/content/lto/market/china/zhen_HK/landing.html) and enter your usual Distributor account and password. Payment for ageLOC® LumiSpa Trial Kit must be made by Master Card or Visa Card (collectively, the “Payment Methods”) only. You understand and agree that the Company has the right to cancel or alter the above Payment Methods at any time and without prior notice.
- (b) Price of ageLOC® LumiSpa Trial Kit and Credit Card Authorization. Price of ageLOC® LumiSpa Trial Kit is quoted in Hong Kong Dollars. You authorize the Company to charge your designated credit card for the full price of ageLOC® LumiSpa Trial Kit ordered and all related fees and charges, including shipping costs. If the Company is unable to charge the related amount successfully, the Company will cancel your order without notice.
- (c) You acknowledge and agree that if the ageLOC® LumiSpa Trial Kit you ordered from LTO is paid by a third party’s credit card, the Company will deem you as the purchaser of ageLOC® LumiSpa Trial Kit.

## **12. Collection of Personal Information**

To enable you to order ageLOC® LumiSpa Trial Kit online and the Company to process your order and ship ageLOC® LumiSpa Trial Kit to you, the Company will need to collect certain personal information such as name, shipping address, contact details and credit card information. By placing an order of ageLOC® LumiSpa Trial Kit for the LTO online, you agree that your personal information may be collected, used and disclosed by the Company to its affiliates, suppliers and other service providers for the LTO and for providing you the relevant services of ageLOC® LumiSpa Trial Kit, including but not limited to provision of products, process of payment, making shipping arrangement, refund, management of your account and records, market promotion and research, data analysis and for other purposes set out in the Section 2, Chapter 1 of the Policies and Procedures and other distributorship or related documents. If your personal data has been changed, you will notify the Company immediately. All personal information access or correction requests and enquires regarding the Company’s privacy policy can be made via telephone at (852) 28377700. The Company has the right to charge a reasonable fee for the processing of your request.

## **13. Importation of ageLOC® LumiSpa Trial Kit**

- (a) You 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 your importation of ageLOC® LumiSpa Trial Kit into your country or market. Certain products or quantities of certain products in ageLOC® LumiSpa Trial Kit may be prohibited from importation into some countries. You agree to indemnify and hold harmless the Company and its affiliates for all losses, damages, claims, costs, fees and expenses

of whatever kind or nature arising from or in connection with your importation of ageLOC® LumiSpa Trial Kit into your country or market.

- (b) You may only purchase ageLOC® LumiSpa Trial Kit from your home market. You may gift or sell to retail customers the ageLOC® LumiSpa Trial Kit in your home market only if ageLOC® LumiSpa Trial Kit has been registered in your home market.

#### **14. Disputes**

You agree that any disputes arising from or in connection to the Agreement 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.

#### **15. Miscellaneous**

- (a) Your purchase and use of ageLOC® LumiSpa Trial Kit 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 review these Terms and Conditions prior to making any purchase of ageLOC® LumiSpa Trial Kit. 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 (including but not limited to ageLOC® LumiSpa) are proprietary and are owned by Nu Skin or its affiliated companies. The LTO website and all its contents are protected under copyright by Nu Skin or its affiliated companies, with all rights reserved. The LTO website and the specific trademarks and trade names used in this website 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 the LTO website and its relevant contents including but not limited to price of ageLOC® LumiSpa Trial Kit, item numbers of ageLOC® LumiSpa Trial Kit and availability. However, the Company will not be responsible for errors in the website of LTO and its relevant contents and reserve the right to change these Terms and Conditions of the LTO and make the final decision 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.