

Terms and Conditions
Nu Skin 2017 Leaders Preview of ageLOC® LumiSpa™ Executive Preview
(“Executive Preview”)
Singapore

These Terms and Conditions apply to the sale of ageLOC LumiSpa Debut Kit (“Products”) to Nu Skin Distributors in Singapore who are paid as Executives and above in title as of October 2017 (“Qualified Distributors”) pursuant to a limited time and limited quantity offering beginning at 12:00 p.m. on 20 November 2017 and ending at 8:30 p.m. on 24 November 2017.

In the Executive Preview, the Products will be offered in the form of a set (“Set”), and each Set consists of the following items:

- (a) 1 ageLOC LumiSpa System consisting of one ageLOC LumiSpa device, one (1) ageLOC LumiSpa charging base and one (1) ageLOC LumiSpa Normal Treatment Head;
- (b) 1 ageLOC LumiSpa Normal Treatment Head;
- (c) 1 ageLOC LumiSpa Firm Treatment Head; and
- (d) 3 ageLOC LumiSpa Activating Cleansers (Normal/ Combo).

By placing an order for the Product in the Executive Preview, you agree to be bound by these Terms and Conditions between you and Nu Skin Enterprises Singapore Pte. Ltd. (“Nu Skin” or “Company”).

These Terms and Conditions may be 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.

1. No Purchase Required; Inventory and Retail Sales

- (a) You understand that there are no minimum purchases or inventory requirements for Nu Skin Distributors. All Executive Preview Product purchases are optional, and there are no Bonuses paid for recruiting. Bonuses are paid only when Products are purchased and shipped. Please operate your distributorship in a financially responsible way. Do not incur debt in order to participate in the Executive Preview or Nu Skin business.
- (b) You must use your own judgment in determining inventory needs based upon reasonably projected retail sales and personal use. You agree that you will promote the retail sale of the Products unless they have been purchased for personal use or demonstration. By placing an Executive Preview 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 organisation regarding these principles, as well as the Refund Policy applicable to the Executive Preview 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 Nu Skin products including the Products you purchased in the Executive Preview, 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 honour your customers’ requests for returns even if made at a later time than stipulated by law.

2. Executive Preview Refund Policy

FOR EXECUTIVE PREVIEW REFUND POLICY, PLEASE REFER TO CHAPTER 2, SECTION 4.1 OF THE POLICIES AND PROCEDURES. GENERALLY, THE COMPANY WILL (I) REFUND TO YOU ONE HUNDRED PERCENT (100%) OF THE PURCHASE PRICE OF THE PRODUCTS SOLD BY THE COMPANY TO YOU IN THE EXECUTIVE PREVIEW WITHIN 90 DAYS FROM THE DATE ON WHICH THE PRODUCTS ARE SHIPPED TO YOU OR COLLECTED BY YOU; AND (II) AFTER EXPIRY OF THE RETURN PERIOD SPECIFIED IN PARAGRAPH (I) ABOVE AND WITHIN THE PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE, REFUND TO YOU NINETY PERCENT (90%) OF THE PURCHASE PRICE OF THE PRODUCTS SOLD BY THE COMPANY TO YOU IN THE EXECUTIVE PREVIEW. ALL REFUNDS ARE ONLY APPLICABLE FOR UNOPENED AND RESALEABLE PRODUCTS AND WILL BE PLUS APPLICABLE PREPAID TAXES AND LESS APPLICABLE BONUSSES.

YOU MUST RETURN THE ENTIRE SET AND EACH COMPONENT OF THE SET MUST BE UNOPENED AND REASALEABLE IN ORDER TO OBTAIN A REFUND. YOU MAY NOT RETURN INDIVIDUAL PRODUCTS SOLD WITHIN THE SET WITHOUT RETURNING THE ENTIRE SET.

PRODUCTS SHOULD BE RETURNED PURSUANT TO THE COMPANY'S STANDARD PRODUCT RETURN PROCEDURE. FOR MORE INFORMATION, PLEASE REVIEW THE POLICIES AND PROCEDURES IN YOUR BUSINESS PORTFOLIO OR CONTACT NU SKIN OFFICE IN YOUR HOME MARKET.

AS SET FORTH IN THE POLICIES AND PROCEDURES, THE COMPANY HAS THE RIGHT TO ADJUST THE PIN LEVEL OF YOU AND YOUR UPLINES AND RECALCULATE BONUSSES AS A RESULT OF RETURNS. IN ADDITION, QUALIFICATION FOR SPECIAL INCENTIVES (IF APPLICABLE) MAY BE IMPACTED BY RETURNS.

3. Eligibility to Purchase

Purchase on Another's Account. You acknowledge that if you are placing an Executive Preview order on the account of another Distributor, you have received, prior to placing the order, a completed and validly signed Product Order/Credit Card Authorisation Form from such Distributor. You agree to provide a copy of such written approval to the Company upon request as set forth in Chapter 2, Section 3.7 of the Policies and Procedures.

4. Limited Quantities, Purchase Limits

(a) **Limited Quantities.** You acknowledge and agree that there is no guarantee that you will be able to purchase Product in the Executive Preview. Only a certain limited quantity of Products is available for sale to the Singapore market, and there may not be a sufficient quantity of Products to fulfill your order.

(b) **Purchase Limits.** You acknowledge and agree that Executive Preview purchases are strictly limited to five (5) Kits per Distributor ID, ten (10) Kits per Executive Circle Group and fifteen (15) Kits per Ruby Circle Group. Any direct or indirect violation of this limitation is subject to disciplinary action by the Company, including but not limited to recoup of Bonuses and disqualification to join the Company's incentive programs including but not limited to special Leaders Preview incentives (where applicable).

5. Order Dates and Procedures.

(a) **Order Dates.** Order for Executive Preview Products in Singapore market begins at 12:00 p.m. on 20 November 2017 and ending at 8:30 p.m. on 24 November 2017 or at such time as the Product inventory allocated to Singapore market is exhausted, whichever occurs first. Orders will be processed in the order received. If you pay by credit card, your credit card will be charged as soon

as you place the order. If your credit card is declined, your order will be cancelled immediately and no product inventory will be held for your product order.

- (b) Order and Payment Methods. To order Executive Preview products, log onto lto.nuskin.com. If payment is made by credit card, the Company will only accept Master Card and Visa. You understand that if you pay by credit card, banks or credit card companies may charge you handling fees including but not limited to foreign transaction fees and you agree that you shall be responsible for all such fees.
- (c) Product Price and Credit Card Authorisation. Product price is quoted in Singapore Dollars (SGD). You authorise the Company to charge your designated credit card for the full price of the Products ordered and all related fees and charges, including applicable taxes and shipping costs. You confirm that if you are not the cardholder, you have, prior to placing the order, obtained a completed and validly signed Product Order/Credit Card Authorisation Form from the cardholder. You agree to provide a copy of such written approval to the Company upon request as set forth in Chapter 2, Section 3.9 of the Policies and Procedures. All Products ordered by you must be paid in full before the Products are shipped.
- (d) Order Shipment and Volume Month. Volumes for Bonus calculations and Rank/Pin Level qualifications will be counted in the month the Products ship. Products will be shipped to the address provided by you. The address must be in the country from which you ordered the Products.
- (e) Transfer of Title. Title to and risk of loss for any Products you order transfer to you when the Products are shipped.

6. Collection of Personal Information

To enable you to order the Products online, and so that the Company may process your order and ship the Products, the Company will need to collect certain personal information such as name, shipping address, contact details and credit card information. By placing an Executive Preview order 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 provision of the Products, process of payment, shipping, management of your account and records, and for other purposes set out in Chapter 1, Section 2 of the Policies and Procedures as well as the Company's Personal Data Protection Notice.

7. Importation of Products

- (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 Products into any other market. Certain products or quantities of certain products may be prohibited from importation into some countries. You agree to indemnify and hold harmless Nu Skin 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 Products into any other market. Nu Skin will not reimburse any loss or accept any responsibility for any Product confiscated by customs officials which may not comply with import restrictions.
- (b) You may only purchase Products in the Executive Preview from your home market. You may gift or sell to retail customers the Products in your home market only if the Products are registered in your home market.

8. Disputes.

You agree to resolve all disputes with Nu Skin and its affiliated companies through the Company's alternative dispute resolution policy. THIS AGREEMENT IS SUBJECT TO A MEDIATION AND ARBITRATION POLICY AS DESCRIBED IN CHAPTER 7 OF THE POLICIES AND PROCEDURES. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, UTAH SHALL BE THE EXCLUSIVE VENUE FOR MEDIATION, ARBITRATION OR ANY OTHER RESOLUTION

OF ANY DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT. The place of origin of this Agreement is the State of Utah, USA, and it will be governed by, construed in accordance with, and interpreted pursuant to the laws of Utah, without giving effect to its rules regarding choice of laws. The exclusive venue for any and all disputes and actions arising under or related to this Agreement, or to enforce this Agreement, or any other claim (whether based in contract, tort, statute, law or equity), including the validity of the arbitration provision, place of venue, and jurisdiction, shall be in Salt Lake County, Utah. The parties consent to the personal jurisdiction of said courts within the State of Utah and waive any objection to improper venue. The Mediation and Arbitration Policy is found in Chapter 7 of the Policies and Procedures. Please see <https://www.nuskin.com/content/dam/sea/sg/Compliance/SG-Policies%20and%20Procedures%202017.pdf>

9. Miscellaneous.

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 Executive Preview purchase. If there is any conflict between these Terms and Conditions, the Distributor Agreement, or the Policies and Procedures, these Terms and Conditions will be controlling. Certain names and trademarks are proprietary and are owned by Nu Skin or an affiliated company. The Executive Preview web site and all its contents are protected under copyright by Nu Skin or its affiliated company, with all rights reserved. Every effort has been made to ensure the accuracy of prices, item numbers, and availability. However, Nu Skin cannot be responsible for typographical errors. Nu Skin reserves the right to correct any errors or omissions.