



BIRTHDAY TREAT TERMS & CONDITIONS

Nu Skin (Malaysia) Sdn. Bhd. (“**Nu Skin**”, “**we**” or “**us**”) will be running the “**Birthday Treat**” promotion (“**Promotion**”) starting from 1 November 2023 to 31 December 2023 (“**Promotion Period**”).

For the purposes of these Terms and Conditions, “**Company**” refers to Nu Skin International Inc. and its affiliates. These terms and conditions are to be read together with your Brand Affiliate Agreement and International Sponsor Agreement and the Resident Market Product Purchase Agreement (“**Brand Affiliate Agreement**”), Nu Skin Policies & Procedures (“**Policies and Procedures**”) and the Nu Skin Sales Performance Plan (also known as “**Velocity**”) (collectively referred to as “**Agreements**”).

The following sets out the terms and conditions of the promotion and Nu Skin has notified the Regulators in Malaysia regarding this Promotion on 25 October 2023. Any terms undefined in these terms and conditions may be found in the relevant markets Velocity Sales Performance Plan.

You acknowledge and agree that your participation in this Promotion constitutes your full and unconditional agreement to and acceptance of these Terms and Conditions. You may withdraw from this Promotion by notifying us in writing at any time.

ELIGIBILITY

1. This Promotion is applicable to all Nu Skin Brand Affiliates (“**Eligible Participant**”, “**you**” or “**your**”) with birthday months during the Promotion Period. Employees of Nu Skin, its affiliated companies and their immediate family members are not eligible to participate in this Promotion.

MECHANICS

2. The Eligible Participant will be entitled to receive only one (1) Promotion Code (“**Birthday Treat**”) during the birthday month:

Customer Category	Birthday Promotion Code (“ Promo Code ”)
ARO Program Subscriber	RM60
Non-ARO Program Subscriber	RM30

3. The Promo Code will be issued to the Eligible Participant via email on the first day of the Eligible Participant's birthday month.



4. If you have submitted your new sign up form as a new Nu Skin Brand Affiliate and/or enrolment to be an ARO Program Subscriber, please email us at 48hrs_malaysia@nuskin.com to notify us and allow a processing period of 48 hours to enable our team to arrange for the Promo Code of your subscription to be sent to your email for redemption.
5. For avoidance of doubt, if you have been issued two Promo Code(s), you may only utilise one Promo Code.
6. Promo Code can be used for online purchase via Nu Skin's website at www.nuskin.com.my or walk-in at Nu Skin Experience Center in Malaysia.
7. Each Promo Code can only be used with a minimum purchase of Nu Skin products worth RM400 or above in a single receipt (excluding sales aids) on the same month the Promo Code is issued. For the avoidance of doubt, each Promo Code is only valid for one (1) month.
8. The Promo Code can only be used in the specific month the Promo Code is issued. Unused Promo Code will be forfeited.
9. This Promotion cannot be used in conjunction with any other vouchers, offers, and other promotions (including ARO Must-Have products), privileges, and promotion codes, unless otherwise stated.

TERMS AND CONDITIONS

10. By participating in this Promotion, you consent to the Company's collection, use and disclosure of your personal data with us, including your name, email address, and photographs, for the purposes of administering and promoting this Promotion. Such purposes include the advertising, marketing, and promotion of this Promotion to the public and the distribution of the Birthday Treat.

11. It shall be in Nu Skin's absolute discretion and unfettered right to do all things it deems fit in respect of this Promotion, including but not limited to the determination and/or performance of the following:

- (a) Determine the qualification of the Eligible Participants to participate in this Promotion;
- (b) Change, amend or vary the Birthday Treat, Promotion rules or these Terms and Conditions in any way which Nu Skin deems fit, without notice or reference to you;



- (c) Disqualifying you from taking part in the Promotion or forfeiting the Birthday Treat for any reasons whatsoever; and
- (d) Terminating or suspending this Promotion at Nu Skin's sole and absolute discretion, without any prior notice or reference to you. Such termination or suspension shall not entitle you to any claim or compensation against Nu Skin or our related entities for any and all loss or damage suffered or incurred as a direct or indirect result of the act of termination or suspension.

12. By participating in this Promotion, the Eligible Participants agree:

- (a) to comply strictly with all Promotion timelines, mechanics and the terms and conditions provided herein;
- (b) to indemnify Nu Skin fully and hold Nu Skin harmless for any liability resulting from Participants' breach of the Website Terms of Use and these Promotion terms and conditions;
- (c) to have read, understood and to be bound by the terms and conditions herein, the Policies and Procedures, the Brand Affiliate Agreement and International Sponsor Agreement and the Resident Market Product Purchase Agreement (if applicable); and
- (d) to have read, understood and agree to be bound by the [Product Testimonial Guidelines](#) for any and all postings of testimonials using our products.

13. By participating in this Promotion the Eligible Participants also agree to access Nu Skin's website at www.nuskin.com.my at regular time intervals to view the terms and conditions herein and ensure to be kept up-to-date on any changes or variations to the terms and conditions.

14. You must be in good standing in order to participate in this Promotion. If you violate any terms and conditions of the Agreements, or these Terms and Conditions, you may be deemed ineligible. Moreover, the Company may, at its absolute discretion, withhold all or any benefits of this Promotion, take any actions provided under the Brand Affiliate Agreement, and seek to recover any expenditures or other costs associated with the Promotion, or any other costs incurred by the Company as a result of your violation, including recouping such sales compensation paid and withholding future sales compensation.

15. Nu Skin's decision on all matters relating to or in connection with this Promotion shall be final, conclusive and binding on all Brand Affiliates and Eligible Participants and no further enquiries, correspondence and/or appeal, in written or verbal to dispute Nu Skin's decision shall be entertained.



16. As far as permitted by applicable law, Participants accepts that he/she participates in this Promotion at his/her own risk. Nu Skin shall not, be responsible for any injury, loss or damage suffered as a result of or in connection with this Promotion and/or usage and/or refund of the purchases however arising, including but not limited to, fulfilment of the refund, or any breakdown or malfunction of any computer system or equipment.

17. In the event of any dispute in respect of this Promotion, Nu Skin's decision shall be final, conclusive, and binding, and Nu Skin is not bound to give any reasons for its determination in relation to any matters relating to or in connection with this Promotion.

18. The terms of this Promotion incorporate the relevant terms and conditions of the Brand Affiliate Agreement, the Policies and Procedures, and the Velocity Sales Performance Plan, and shall be construed in accordance with and to give effect to the spirit and intent of the same. Accordingly, this Promotion adopts the same governing law and dispute resolution provisions set out in the Brand Affiliate Agreement.

19. Should any part of these Terms and Conditions be void or unenforceable for any reason, the void or unenforceable term and condition, or any part thereof, shall be severed and deleted. The rest of these rules or terms and conditions shall not be affected and shall continue in full force and effect as if the void or unenforceable term and condition, or any part thereof, had never been contained herein.