# Prysm iO Exclusive Access for Scanner Lease holders EUROPE TERMS AND CONDITIONS

#### Organiser

1. The Prysm iO Exclusive Access for Scanner Lease holders (the "Incentive") is a temporary incentive organised by Nu Skin International Inc., having its registered offices located at 75 West Center Street, Provo, UT 84601, USA (hereinafter "Nu Skin").

#### Acceptance of the Terms and Conditions

2. By participating in this Incentive, the participating Brand Affiliate agrees to and accepts the Terms and Conditions.

#### Eligibility

3. Only Brand Affiliates not qualifying under the Prysm iO Star Points Incentive and legally residing and registered with Nu Skin in one of the following Authorised Markets are eligible to participate in this Incentive: Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Hungary, Italy, Ireland, Luxembourg, The Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, The United Kingdom (the "Participating Markets").

#### **Validity Period**

4. The Incentive will run from Thursday 1 May 2025, 00:01 CEST until Friday 30 September 2025, 23:59 CEST (the "Validity Period").

## **Qualification Criteria & Award**

- 5. Under this Incentive, Nu Skin will grant early access and the right to buy during the Exclusive Access Period (defined below) **one (1) Prysm iO (the "Exclusive Access Product")** to:
  - a) Brand Affiliates who:
    - (i) Have entered into a Master Lease and License Agreement with Nu Skin with regard to the Biophotonic Scanner S3 (the "Scanner Agreement") and qualified as per Section 2.1 of the Scanner Agreement at the latest the 31<sup>st of</sup> January 2025 provided the Scanner Agreement is valid and fully complied with during the entire Validity Period "the "Existing Lease Holders"); AND
    - (ii) Are among the top fifteen (15) Existing Lease Holders having the highest total number of New and/or Recurring Automatic Delivery Rewards ("ADR") Subscription Orders processed during the Validity Period that are linked to different Scans performed with their S3 Scanner – for purposes of this Incentive "New ADR Subscription Order" and "Recurring ADR Subscription Order" will have the meaning assigned to them and meeting the conditions specified in Section 1.2 of Schedule E of the Scanner Agreement; OR
  - b) Brand Affiliates who:
    - (i) Have entered into a Scanner Agreement and qualified as per Section 2.1 of the Scanner Agreement as from 1 February 2025 provided the Scanner Agreement is

valid and fully complied with during the entire Validity Period (the "New Lease Holders"); AND

- (ii) Are among the top five (5) New Lease Holders having the highest total number of New and/or Recurring ADR Subscription Orders processed during the Validity Period that are linked to different Scans performed with their S3 Scanner.
- (together the "Qualifiers" and each a "Qualifier").
- 6. ADR Subscription orders placed on the Qualifier's own Brand Affiliate Account will not be taken into consideration for qualification under this Incentive.
- 7. Each Qualifier will only be entitled to buy one (1) Exclusive Access Product under this Incentive (the "Award").
- 8. Standard shipping costs will apply to the delivery of the Exclusive Access Product and will have to be paid by the Qualifier in order to collect the Exclusive Access Product.
- 9. Exclusive Access Products cannot be added to any ADR Subscription orders and cannot be bought with Product Points.
- 10. After the Validity Period and at the latest by October 31, 2025, each Qualifier will receive an email confirming their qualification of this Incentive, as well as the Sales Volume, Commissionable Sales Value and Price of the Exclusive Access Product, and the dates of the period during which the Exclusive Access Product can be bought prior to the official launch (the "Exclusive Access Period"). Qualifiers must confirm their intent to purchase within one week of receiving such email.
- 11. Failure to confirm intent to purchase within one (1) week, will automatically and without further notice result in the expiration of the Award for such Brand Affiliate Account and the Award will irrevocably be forfeited. In such case, the Award will go to the next top Existing Lease Holder, respectively New Lease Holder, in line having the highest total number of New and/or Recurring ADR Subscription Orders processed during the Validity Period that are linked to different Scans performed with their S3 Scanner.
- 12. The Award is not redeemable for money, non-exchangeable and non-transferable.

## Disqualification

- 13. All participants and Qualifiers must comply with these Terms and Conditions, the Brand Affiliate Agreement, the Policies and Procedures, the Sales Performance Plan and the Scanner Agreement. The Qualifiers must be Brand Affiliates in good standing with Nu Skin at all times.
- 14. In addition to any action or measure permitted under the Policies and Procedures or as a matter of law, in case of any violation or manipulation, Nu Skin reserves the right to disqualify any participant or Qualifier from this Incentive and to withhold, cancel or withdraw all forms of recognition.

## Liability

15. By participating in this Incentive, participants and Qualifiers release and hold harmless Nu Skin, its affiliates, directors, officers, employees and agents from any and all liability for any injuries, loss or damage of any kind arising from or in connection with the Incentive or receipt of any Awards.

## **Governing Law and Mandatory Private Arbitration**

- 16. The laws of the State of Utah, USA shall govern the Incentive and these terms and conditions.
- 17. Any disputes with regard to the qualification for the Incentive and these terms and conditions, including but not limited to, an alleged breach of these terms and conditions, shall be resolved through the dispute resolution process described in the Nu Skin Policies and Procedures. This express process includes final and binding arbitration requirements set forth in Chapters 6 and 7 of the Policies and Procedures. The arbitration will be heard by a single arbitrator and shall take place in Salt Lake City, Utah, USA. The arbitrator shall be selected by the parties to the dispute, and the arbitration will

be conducted in accordance with the Utah Uniform Arbitration Act. The process will be conducted in English, but at the request and expense of the requesting Brand Affiliate, documents and testimonies will be translated into the requesting Brand Affiliate's preferred language. The decision and award of the arbitrator shall be final and binding and may be confirmed in a court of competent jurisdiction. The prevailing party in any such arbitration shall be entitled to recover reasonable attorney's fees and costs incurred in connection therewith.

## Miscellaneous

- 18. The Incentive is not considered a part of the Bonuses offered under the Sales Performance Plan. However, this Incentive is subject to be controlled by all terms and conditions of the Brand Affiliate Agreement, the Policies and Procedures, the Sales Performance Plan, the Scanner Agreement and any other materials pertaining to optional programmes, as the case may be. Complete details are available online on Nu Skin's website (www.nuskin.com). All capitalised terms used but not defined herein shall have the same meaning as attributed to them in the Brand Affiliate Agreement, the Sales Performance Plan, the Policies and Procedures and/or the Scanner Agreement.
- 19. Brand Affiliates may not buy or encourage others to buy large volumes of products to qualify for rewards under this Incentive.
- 20. Qualification for the Incentive is subject to all applicable laws and regulations and will be void where prohibited by law.
- 21. Nu Skin reserves the right to amend the terms and conditions of the Incentive at any time or end the Incentive prematurely without prior notice.
- 22. Nu Skin furthermore reserves the right to interpret these terms and conditions, including the Qualification Criteria, at its sole discretion and all decisions shall be final.
- 23. The original English version of these terms and conditions has been translated into other languages. In the event of any inconsistency or discrepancy between the English version and any other language version of these terms and conditions, the English version shall prevail.
- 24. If any provision of these Terms and Conditions is held by any court to be unlawful, void or unenforceable that shall not affect any of the other provisions herein, the remainder of which shall continue to be binding.
- 25. All applicable taxes are the sole responsibility of the Qualifiers. Therefore, Nu Skin advises each Qualifier to seek advice from his/her/its tax consultant to determine when and how to declare the value of the Award to the tax authorities. Nu Skin shall not be responsible for the payment of any taxes, fines or penalties incurred by the Qualifiers for either participating to the Incentive and/or failing to properly file their tax returns.
- 26. Concerns and enquiries about the Incentive and its conditions can be addressed to the Market Scanner Coordinator and Brand Affiliate's usual customer service, the contact details of which can be found on <u>www.nuskin.com</u>, and will be handled at the sole discretion of Nu Skin.
- 27. Please refer to the trademarks' glossary page on <u>www.nuskin.com</u> for a list of all registered trademarks.

As you try to qualify for the Award, remember that the primary purpose of your business and Nu Skin is to promote and/or sell high quality products to end customers. As part of this process, you may sponsor other Brand Affiliates in the business to build your sales organisation and train them how to promote or retail products. However, the recruitment of other Brand Affiliates is not your primary focus, but rather an integral part of your fundamental obligation to sell and/or promote products and increase the sales of products to end customers by your downline organisation.