

# United Kingdom LifeVantage Rewards Circle Programme Terms and Conditions

IMPORTANT LEGAL INFORMATION: PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR PARTICIPATION IN THE LIFEVANTAGE REWARDS CIRCLE PROGRAMME.

IN PARTICULAR, PLEASE REVIEW SECTIONS 1 and 16-21, WHICH SET OUT YOUR LIABILITY TO US, OUR LIABILITY TO YOU AND OUR ABILITY TO REVOKE OR AMEND THE PROGRAMME.

NOTHING IN THESE TERMS IS INTENDED TO LIMIT OR REDUCE YOUR STATUTORY RIGHTS IN ANY WAY.

Welcome to the LifeVantage Rewards Circle Programme (the “Programme”). These Programme Terms and Conditions (“Programme Terms”) contain important information about your rights and obligations in the Programme and govern your participation in the Programme. The effective date of these Programme Terms is 01 February 2024 (“Effective Date”).

LifeVantage encourages you to print and retain these Programme Terms for future reference. Should you wish to obtain a printed copy of these Programme Terms, you may download and print a version of the same from LifeVantage’s Website at: [www.lifevantage.com/uk-en/rewards-circle](http://www.lifevantage.com/uk-en/rewards-circle). Otherwise, you may send a written request for those documents to LifeVantage or email [uksupport@lifevantage.com](mailto:uksupport@lifevantage.com). Your request must include your name, your identification number, if applicable, your mailing address and your email address. Upon receipt of such a request, LifeVantage will mail you the then-current version of these Programme Terms. There is no charge for this service.

## 1. Definitions; General Information.

About us and definitions

This Programme is provided by LifeVantage Netherlands B.V. (“LifeVantage”), which is solely responsible for the Programme and these Programme Terms. In these Programme Terms, “Participant”, “you”, and “your” mean the Account holder. “Account” means your Programme account. “We”, “our”, “ours”, and “us” means LifeVantage. “Participation” means earning Rewards Components and Reward Credit redemptions, and any other benefits associated with the Programme. “Reward Credits” means the product credit you earn, as detailed in Section 3 of these Programme Terms. “Anniversary Reward” means the anniversary gift you earn as detailed in Section 3. “Rewards Components” collectively mean Reward Credits and Anniversary Reward.

Participation in the Programme and its benefits are offered at the sole discretion of LifeVantage. These Programme Terms apply to all aspects of your use of the Programme, including, but not limited to, Programme membership, earning Rewards Components, Reward redemption, and all other Programme benefits. Other restrictions may apply. The Programme allows you to earn Reward Components by meeting the requirements described in Section **Error! Reference source not found.** below.

No Account sharing

You are limited to one Account. Your Account and membership and this Programme are personal to you and cannot be transferred or assigned. Moreover, Rewards Components are not transferable and may not be combined or conveyed by any means to anyone, including through your estate, and may not pass to your successors and assigns and, as such, Rewards Components are not transferable by you either (i) upon death, (ii) as part of domestic relations proceedings, or (iii) otherwise. These Programme Terms contain the entire understanding between you and us regarding the Programme.

## 2. Eligibility; Participation



## Eligibility

Membership in the Programme is open to legal residents of the United Kingdom who are the age of eighteen (18) or older. The Programme is available through the LifeVantage website: [www.lifevantage.com/uk-en/rewards-circle](http://www.lifevantage.com/uk-en/rewards-circle) (the “Website”).

To participate in the Programme you must: (1) become a Customer of ours by completing the customer sign-up process on the Website, which includes agreeing to the Customer Agreement found at: [www.lifevantage.com/legal/us-en/customer-agreement](http://www.lifevantage.com/legal/us-en/customer-agreement) (the “Customer Agreement”) and (2) set up an active subscription order with us for our products (a “Subscription”). Participation in the Programme becomes effective, and acceptance of these Programme Terms begins, upon you entering into your Subscription.

## Restrictions you need to comply with and when we may remove your access to the Programme

When setting up your Account you agree that:

- a) You will not use an e-mail address that is already being used by someone else, may impersonate another person, belongs to another person, violates the intellectual property or other right of any person or entity, or is offensive (as determined by LifeVantage in its discretion). We may reject the use of any e-mail address or password for any reason in our sole discretion.
- b) You will provide true, accurate, current, and complete information about yourself in connection with the Account registration process and, as permitted, maintain and update it continuously and promptly to keep it accurate, current, and complete.
- c) You are solely responsible for maintaining the confidentiality of your Account and password and for restricting access to your device so that others may not access your Account or any password protected portion of the Website using your email address or password. As such, you are solely responsible for all activities that occur under your Account, email address and password whether or not you authorized the activity.
- d) You will immediately notify us of any unauthorized use of your Account, email address or password or any other breach of security.
- e) You will not sell, transfer, or assign your Account or any rights you have under the Account.

We will not be liable for any loss or damage (howsoever arising) to you or any third party arising from your inability, or failure for any reason, to comply with any of the foregoing obligations or for any delay on our part in restricting your Account after you notify us of unauthorized activity.

We reserve the right, in our sole discretion, to approve, deny, or revoke any aspect of Participation in the Programme to any individual for any reason whatsoever, where it is lawful to do so. This includes, without limitation, the right to cancel your Participation or suspend accrued Rewards Components and the right to terminate your Account. Without limiting the foregoing: (a) we may revoke your Participation in the Programme (including all benefits) without further liability to you if we reasonably suspect you of fraud, abuse of privileges, violation of these Programme Terms, transfer of Programme benefits or Rewards Components, or the holding of multiple Accounts by an individual; and (b) if we choose to revoke Participation in the Programme for another reason, we will compensate you up to the value of the Reward Credits you have earned. In such an event, all accrued Rewards Components, Reward Credits, and all other benefits under the Program will become void.

Please see Section 15 for more information related to Fraud.

### 3. Earning Rewards Components and Rewards Circle Status Reward Credits

You will earn £10 in Reward Credits for every increment of £200 in paid Subscription orders up to a subscription spend of £1,000 (“Rewards Circle Member” or “Member”).

You will earn £20 in Reward Credits for every increment of £200 in paid Subscription orders upon and after achieving a subscription spend of £1,000 (“Rewards Circle Insider” or “Insider”).

#### How we calculate the Order Value eligible for Reward Credits

Subscription spend tracking starts once you place a Subscription order. Unless we state otherwise in these Programme Terms, there is no expiration or qualifying time-period related to subscription spend. Subscription spend accrues every time a Subscription ships and is additive meaning it keeps accumulating over weeks, months and years or every time a Subscription ships. Subscription spend is based on the Order Value of the Subscription order. The Order Value means the value after any applicable discounts or Reward Credits are applied and excludes shipping and handling fees, but includes applicable value-added, goods and services or consumption taxes (“Order Value”).

Reward Credits may only be earned on the Order Value of the Subscription order. For the avoidance of doubt, Order Value excludes third-party products, or services such as shipping or ecommerce marketplaces, all LifeVantage marketing tools, clothing, or any other promotional items that advertise LifeVantage or our products, and any other products or services which we state are not eligible to earn Reward Credits from time to time. Reward Credits will not be awarded for Subscription orders made prior to 1 February 2024 (the “Programme Start Date”). All Customers with active Subscriptions on the day immediately prior to the Programme Start Date will be granted Insider status. For new members, Reward Credits will not be awarded for Subscription orders that occurred prior to the date on which you joined the Program. The products on which Reward Credits may be earned are determined by us, in our sole discretion, and may change from time to time without notice.

We will endeavour to see that Reward Credits earned will be reflected in your Account at such time your Subscription order has been paid for. However, there may be a delay between when you pay for a Subscription order and when Reward Credits appear in your Account.

#### How we deal with returns

Reward Credits earned on returned (in whole or in part) Subscription orders will be removed from your Account using a first to expire first out method, provided, however, your credit pool will not go negative. Subscription spend accrued on returned (in whole or in part) Subscription orders will be adjusted accordingly. This adjustment could result in you moving from Insider back to Member status. Should such adjustment of Subscription spend accrued move you from an Insider to a Member, then such change will take effect immediately following the adjustment.

#### Anniversary Reward

Each year on the anniversary of your Account creation date and provided you are eligible for Participation in the Programme, upon placing a Subscription order with a minimum Order Value of £100 during such anniversary month a gift of a full-size product as selected by us at our sole discretion will be included in your Subscription order for that month.

## 4. Redeeming Reward Credits

To redeem Reward Credits, you must order product(s) from us through either a Subscription order or a one-time order with a minimum Cart Value of £100. You may redeem one £10 Reward Credit for every whole £100 increment in Cart Value. Reward Credits can only be redeemed in whole £10 increments, may not be fractioned or split and will be applied last in the sequence of discounts. To illustrate how this works, if your Cart Value is £100 or greater but less than £200, you may apply one £10 Reward Credit to that order; if your Cart Value after other discounts is £200 or greater but less than £300, you may apply two £10 Reward Credits or £20 in Reward Credits to that order and so on. The Cart Value means the value after any applicable discounts are applied and excludes shipping and handling fees, but includes applicable value-added, goods and services or consumption taxes (“Cart Value”).

For one-time orders, you will be able to choose whether or not to apply Reward Credits to your order. For Subscription orders, you will be able to choose whether or not to apply Reward Credits when your Subscription processes. In the event you choose to apply Reward Credits to your order the maximum Rewards Credit available and applicable in increments of £10 will be applied.

Reward Credits may be combined with other available promotional offers, codes, or coupons to the extent permitted by the terms of those offers, codes or coupons. The Order Value of the product received when redeeming Reward Credit

will count toward any qualifying purchase requirements, including Subscription spend total.

Rewards Components are the property of LifeVantage. Rewards Components are a non-exclusive, licensed right from us to you (revocable under these Programme Terms) and you have no monetary interest in the Rewards Components.

## 5. Exclusive Offers

From time-to-time we, at our sole discretion, may provide Members and/or Insiders with special exclusive offers (“Exclusive Offers”). The terms and conditions of those Exclusive Offers will be outlined in the offer details. Please check those terms and conditions carefully, as there may be important conditions or limitations.

## 6. Expiry of Reward Credits, Cancellation and Reactivation of your Account

### Reward Credits Expiry

Except as is otherwise set forth in this Section 6, Reward Credits will expire one-hundred and eighty (180) days from the date earned and will not be replaced. Reward Credits will be redeemed based on their expiration date meaning that Reward Credits closer to their expiration date will be the first to be redeemed. Reward Credits redeemed on orders cancelled or returned will not be refunded.

### If you cancel your Subscriptions

If you wish to cancel participation in the Programme, you may do so, at any time, by cancelling all your Subscriptions, either online or by calling Customer Service at: 0-800-088-5488. Immediately after cancellation of all of your Subscriptions, the expiration date of all of your Reward Credits will change to the last day of the month following the month of cancellation or their current expiration date, whichever is sooner. In such case, upon the last day of the month following the month of cancellation your subscription spend will reset to £0. However, if you set up a new Subscription prior to the last day of the month following the month of cancellation your subscription spend will not reset. For the avoidance of doubt, if you cancel your Subscriptions and do not set up a new Subscription by the last date of the month following the month of cancellation, your Reward Credits, if any, will expire, your subscription spend will reset to £0 and neither will be restored.

### If you become a LifeVantage Consultant

If you upgrade from a Customer with an active Subscription to an independent contractor offering our products (a “LifeVantage Consultant”) your accumulation of subscription spend will immediately stop and will reset to £0 and you will no longer be eligible to participate in the Programme. Any Reward Credits accrued prior to your upgrade to a LifeVantage Consultant will be available for use until their expiry date set forth in Section 6.

### If we cancel the Programme

If we cancel the Programme upon notice, as set forth in Section 17, any Reward Credits accrued prior to our cancellation of the Programme will be available for use until their expiry date as set forth in this Section 6 but, unless we put in place an alternative programme or some other system, no new Reward Credits will accrue and we may cease calculating your subscription spend.

## 7. Communications

Where you have consented to us doing so, we may email you regarding any matter related to the Programme or send you marketing emails regarding LifeVantage offers and products. You may opt out of marketing email materials by simply following the unsubscribe link provided in each marketing email. You are solely responsible for updating any changes to your contact and Account information. To the extent allowed by applicable law, we are not responsible for any lost, stolen, expired, damaged, or otherwise misdirected communications or Rewards Components due to change of address, email address or for any other reason. Your Account and any software is provided “as-is”. We are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause. For more information, see Section 20.

## 8. Programme Activity; Customer Service

You can view your Rewards Components, including your Reward Credits balance through your Account on the Website. In the event you believe that a Subscription order should have resulted in the earning of Reward Credits to your balance, and those Reward Credits are not reflected in your balance within forty-eight (48) hours of your paid Subscription order, please contact Customer Service at: 0-800-709-52.

We reserve the right to make the final decision on whether any Subscription order qualifies for Reward Credits and the amount of Reward Credits earned.

## 9. Waivers

We can delay enforcing our rights under these Programme Terms without losing them. In addition, our failure to exercise our rights on any one occasion, or even on more than one occasion, does not constitute a waiver of our rights for any future occasion. All waivers must be in writing.

## 10. Privacy; Terms of Use

All information provided by you will be handled in accordance with the Customer Agreement and the LifeVantage Privacy Policy and Website Use Agreement found here [www.lifevantage.com/uk-en/support/resources](http://www.lifevantage.com/uk-en/support/resources) (the “Policy & Agreement”) By Participating in the Programme through the Website you are also agreeing to the terms of the Policy & Agreement. In the event that the Policy & Agreement conflict with these Programme Terms, these Programme Terms prevail.

## 11. Intellectual Property

All title and intellectual property rights in and to any content that is accessed, viewed, streamed, or downloaded from the Website remains the sole and exclusive property of LifeVantage or our licensors, and use of such content is subject to the restrictions imposed by these Programme Terms as well as applicable copyright and other intellectual property laws and treaties. You are strictly prohibited from copying, modifying, selling, re-licensing, or distributing content. You agree that you will not circumvent, or attempt to circumvent, any technology or methods used by LifeVantage or our licensors to prevent the unauthorized reproduction or distribution of content accessible via the Programme.

## 12. Taxes

You are solely liable for any and all applicable taxes arising out of the accrual or use of Rewards Components. Consult your tax advisor concerning any tax consequences that may arise from your Participation in the Programme.

## 13. Severability

If a court of competent jurisdiction or any government agency determines that any provision of these Programme Terms is void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of these Terms. However, all other provisions will remain in full force and effect.

## 14. Governing Law

These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## 15. Fraud

Fraud or abuse relating to the enrollment process (as described in Section **Error! Reference source not found.**), the providing of personal information, or the earning or redemption of Rewards Components is a violation of these Programme Terms.

As described in Section **Error! Reference source not found.**, you are solely responsible for any fraudulent use that may occur due to the theft of or sharing of your Account password or your device. You agree to immediately notify us of any unauthorized use of your Account or any other breach of security known to you.

We reserve the right to take any of the actions set forth in Section **Error! Reference source not found.** if you engage in

fraudulent activity or otherwise use this Programme other than in accordance with these Programme Terms and applicable law.

Any attempt by you or any other individual or entity to damage any website or undermine the legitimate operation of the Programme is a violation of these Programme Terms. We reserve the right to investigate any suspicious activity and to seek damages from any such person to the fullest extent permitted by law and these Programme Terms, pursuant to Section **Error! Reference source not found.**

## 16. Indemnity (if you are acting in your course of business)

This Section 16 applies if you access the Programme for purposes related to your trade, business, craft or profession (i.e., where you are not a ‘consumer’).

In exchange for the right to participate in the Programme, you agree to indemnify, defend (at our option) and hold us harmless from and against any and all damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including, but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (i) your negligence, gross negligence or intentional misconduct; or (ii) your breach of these Programme Terms (as updated from time to time) (all of the foregoing, “Claims and Losses”). You will cooperate as fully required by us in the defence of any Claim and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. We reserve the right to assume the exclusive defence and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of the Chief Legal Officer of LifeVantage.

## 17. Changes to Programme and Programme Terms

These Programme Terms, as may be amended by us from time to time pursuant to this Section 17, in the form posted at the time of your use of the Programme, shall govern such use (including transactions entered during such use).

As our programme evolves, we may, at any time and from time to time, update, Change, Amend and/or modify any and all aspects of the Programme, Rewards Components and these Programme terms or otherwise change the Programme, including without limitation Terminate the Programme (collectively referred to as a “Change”) upon reasonable notice.

Any Change (as defined above) will be effective thirty (30) days after posting such notice of Change to the Website at: [www.lifevantage.com/uk-en/rewards-circle](http://www.lifevantage.com/uk-en/rewards-circle), and your continued membership in the Programme constitutes your acceptance to such Change. We will endeavour to inform you of any Changes.

You should frequently check the Website and the e-mail you associated with your Account for notices, all of which you agree are reasonable manners of providing you notice.

Programme Terms that applied when you previously used the Programme will continue to apply to such prior use (i.e., changes and additions are prospective only) unless mutually agreed. In the event any notice to you of a Change is determined by a court or authority of competent jurisdiction to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement to Programme Terms occurs. If you are unhappy with any of the changes, you may cancel your participation in the Programme without any further liability to us by discontinuing your use of the Programme.

## 18. No Warranties (if you are acting in your course of business)

This Section 18 applies if you access the Programme for purposes related to your trade, business, craft or profession (i.e., where you are not a ‘consumer’).

Your access to and use of the Programme is at your sole risk. The Programme is provided on an “as is”, “as available”, and “with all faults” basis. Therefore, to the fullest extent permissible by law, LifeVantage and our affiliated entities and each of their respective subsidiaries and each of their respective employees, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, successors, and assigns (collectively, “Programme Parties”) hereby make no representations, warranties, endorsements, or promises, express or implied, as to: (a) the Programme and the website that makes the Programme available; (b) the functions, features, or any other elements on, or made accessible through, the Programme or the Website; (c) any products, services or instructions offered or referenced at or linked through the Programme or the Website; (d) security associated with the transmission of any content you transmit to us via the Programme or the Website; (e) whether the Website or the servers that make the

Website available are free from any harmful components (including viruses, trojan horses, and other technologies that could adversely impact your device); (f) whether the information (including any instructions) on the Website is accurate, complete, correct, adequate, useful, timely, or reliable; (g) whether any defects to or errors on the Website will be repaired or corrected; (h) whether your access to the Website will be uninterrupted; (i) whether the Website will be available at any particular time or location; and (j) whether your use of the Programme or Website is lawful in any particular jurisdiction.

This Section 18 survives termination of the Programme.

### **19. Website access (if you are a consumer)**

This Section 19 applies if you access the Programme for purposes that are wholly or mainly outside of your trade, business, craft or profession.

Your access to your Account and our Website is made available free of charge. We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal and allow you to use Reward Credits in accordance with these Programme Terms.

You are responsible for the transmission of any content you transmit to us via the Programme or the Website.

If our provision of the Programme is delayed or interrupted by an event outside our control, we will contact you as soon as practical to let you know and do what we can to reduce the delay or interruption. As long as we do this, we won't compensate you for the delay or interruption, but if the delay or interruption is likely to be substantial you can contact our Customer Service team at: 0-800-709-52, who will discuss your options with you, which may include ending your participation in the Programme.

This Section 19 survives termination of the Programme.

### **20. Limitation of liability (if you are acting in your course of business)**

This Section 20 applies if you access the Programme for purposes related to your trade, business, craft or profession (i.e., where you are not a 'consumer').

Reward components have no cash value.

Our liability to you whether in contract, indemnity, warranty, tort or otherwise shall not exceed the value of your unexpired reward credits at the time of the instance giving rise to such liability. Despite the previous sentence, nothing in these Programme Terms shall operate to exclude or limit the liability of either party for death or personal injury caused by that party's negligence; or fraud or fraudulent misrepresentation; or any other liability which cannot be excluded or limited under any applicable law.

### **21. Limitation of liability (if you are a consumer)**

This Section 21 applies if you access the Programme for purposes that are wholly or mainly outside of your trade, business, craft or profession.

We're responsible for losses you suffer caused by us breaking these Programme Terms unless the loss is:

- a) Unexpected. It was not obvious that it would happen and nothing you said to us before we accepted your Participation in the Programme meant we should have expected it (so, in the law, the loss was unforeseeable).
- b) Caused by a delaying event outside our control. As long as we have taken the steps set out in Section 19.
- c) Avoidable. Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

d) A business loss. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in Section20.

