

# Australia LifeVantage Rewards Circle Program 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 PROGRAM.**

Welcome to the LifeVantage Rewards Circle Program (the “Program”). These Program Terms and Conditions (“Program Terms”) contain important information about your rights and obligations in the Program and govern your participation in the Program. The effective date of these Program Terms is June 1, 2023 (“Effective Date”). For the most up-to-date Program Terms, please visit [\[https://www.lifevantage.com/au-en/rewards-circle\]](https://www.lifevantage.com/au-en/rewards-circle).

## 1. Definitions; General Information; Changes.

This Program is provided by LifeVantage Australia Pty. Ltd. (“LifeVantage”), which is solely responsible for the Program and these Program Terms. In these Program Terms, “Participant”, “you”, and “your” mean the Account holder. “Account” means your Program account. “We”, “our”, “ours”, and “us” mean LifeVantage. “Participation” means earning Rewards Components and Reward Credit redemptions, and any other benefits associated with the Program. “Reward Credits” mean the product credit you earn, as detailed in Section 3 of these Program 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 Program and its benefits are offered at the sole discretion of LifeVantage. These Program Terms apply to all aspects of your use of the Program, including, but not limited to, Program membership, earning Rewards Components, Reward redemption, all other Program benefits and all disputes between you and LifeVantage. Other restrictions may apply. The Program allows you to earn Reward Components by meeting the requirements described in Section 3 below. You are limited to one Account. Your Account and membership and this Program 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 (i) upon death, (ii) as part of domestic relations proceedings, or (iii) otherwise. These Program Terms contain the entire understanding between you and LifeVantage regarding the Program.

LifeVantage may, at any time, change any and all aspects of the Program, Rewards Components, and these Program Terms or otherwise end the Program upon reasonable notice without compensation to you. Any updates, modifications or amendments to these Program Terms will be effective thirty (30) days after posting such notice of updates, modifications, or amendments on the Website at [\[https://www.lifevantage.com/au-en/rewards-circle\]](https://www.lifevantage.com/au-en/rewards-circle) and your continued membership in the Program constitutes your acceptance to such updates, modifications, or amendments.

## 2. Eligibility; Participation

Membership in the Program is open to legal residents of Australia who are the age of eighteen (18) or older. The Program is available through the LifeVantage website [\[https://www.lifevantage.com/au-en/rewards-circle\]](https://www.lifevantage.com/au-en/rewards-circle) (the “Website”). To participate in the Program you must (1) become a Customer of LifeVantage by completing the customer sign-up process on the Website, which includes agreeing to the Customer Agreement found [\[https://www.lifevantage.com/legal/au-en/customer-application\]](https://www.lifevantage.com/legal/au-en/customer-application) (the “Customer Agreement”) and (2) setting up an active subscription order template with LifeVantage for LifeVantage products (a “Subscription”). Participation in the Program becomes effective, and acceptance of these Program Terms begins upon your Subscription.



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. 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 all activities that occur under your Account, email address and password whether or not you authorized the activity; (d) 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; (e) You will immediately notify us of any unauthorized use of your Account, email address or password or any other breach of security; and (f) 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.

LifeVantage reserves the right in its sole discretion to approve, deny, or revoke any aspect of Participation in the Program to any individual for any reason whatsoever. 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, LifeVantage may revoke Participation in the Program (including all benefits) if we reasonably suspect you of fraud, abuse of privileges, violation of these Program Terms, transfer of Program benefits or Rewards Components, or the holding of multiple Accounts by an individual.

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

#### Reward Credits

You will earn AU\$15 in Reward Credits for every increment of AU\$330 in paid Subscription orders up to a subscription spend of AU\$1,650 ("**Rewards Circle Member**" or "**Member**").

You will earn AU\$30 in Reward Credits for every increment of AU\$330 in paid Subscription orders upon and after achieving a subscription spend of AU\$1,650 ("**Rewards Circle Insider**" or "**Insider**").

Subscription spend tracking starts once you place a Subscription order. Except as otherwise set forth herein, 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.

Reward Credits may only be earned on the Order Value of the Subscription order. For the avoidance of doubt, Order Value excludes taxes, third-party products, or services such as shipping or ecommerce marketplaces and all LifeVantage marketing tools, clothing, or any other promotional items that advertise LifeVantage or its products. Reward Credits will not be awarded for Subscription orders made prior to the Effective Date, provided, however all Customers with active Subscriptions on the day immediately prior to the Effective Date will be granted Insider status. The products on which Reward Credits may be earned are determined by LifeVantage, in its sole discretion, and may change from time to time without notice.

LifeVantage will endeavour to see that Reward Credits earned will be reflected in your Account at such time your Subscription order has been paid for.

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



## Anniversary Reward

Each year on the anniversary of your Account creation date and provided you are eligible for Participation in the Program, upon placing a Subscription order with a minimum Order Value of AU\$165 during such anniversary month a gift of a full-size product as selected by LifeVantage at its sole discretion will be included in that month's Subscription order.

## 4. Redeeming Reward Credits

To redeem Reward Credits, you must order product(s) from LifeVantage through either a Subscription order or a one-time order with a minimum Cart Value of AU\$165. You may redeem one AU\$15 Reward Credit for every whole AU\$165 increment in Cart Value. Reward Credits can only be redeemed in whole AU\$15 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 AU\$165 or greater but less than AU\$330, you may apply one AU\$15 Reward Credit to that order; if your Cart Value is AU\$330 or greater but less than AU\$495, you may apply two AU\$15 Reward Credits or AU\$30 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.

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 AU\$15 will be applied.

Except as is otherwise set forth in Section 6 below, 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.

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.

We reserve the right to verify and adjust Rewards Components at any time prior to or following posting or redemption. Rewards Components are the property of LifeVantage. Rewards Components are a revocable licensed right and you have no monetary interest in the Rewards Components.

## 5. Exclusive Offers

From time-to-time LifeVantage at its 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. Cancellation and Reactivation of Account

If you wish to cancel participation in the Program, you may do so by canceling all your Subscriptions either online or by calling Customer Service at 1-800-218-751. Immediately after cancellation of all your Subscriptions, the expiration date 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 less. Upon the last day of the month following the month of cancellation your subscription spend will reset to AU\$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 AU\$0 and neither will be restored.



If you upgrade from a Customer with an active Subscription to an independent contractor LifeVantage Consultant your accumulation of subscription spend will immediately stop and will reset to AU\$0 and you will no longer be eligible to participate in the Program, provided, however, 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 4.

If we cancel the Program upon notice as set forth in Section 1, any Reward Credits accrued prior to our cancellation of the Program will be available for use until their expiry date set forth in Section 4.

## 7. Communications

We may email you regarding any matter related to the Program 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.

To the extent allowed by applicable law, LifeVantage is 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. You are solely responsible for updating any changes to your contact and Account information. LifeVantage is not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause.

## 8. Program 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 1-800-218-751. LifeVantage reserves 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 Program 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 [\[https://www.lifevantage.com/legal/au-en/privacy-policy-and-website-use-agreement\]](https://www.lifevantage.com/legal/au-en/privacy-policy-and-website-use-agreement) (the “Policy & Agreement”) By Participating in the Program through the Website you are also agreeing to the terms of the Policy & Agreement. In the event that the Policy & Agreement conflict with these Program Terms, these Program Terms will 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 its licensor, and use of such content is subject to the restrictions imposed by these Program 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 its licensors to prevent the unauthorized reproduction or distribution of content accessible via the Program.

## 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 Program.



### 13. Informal Resolution of Disputes

Except for any alleged or actual infringement of LifeVantage's intellectual property rights, if any controversy, allegation, dispute or claim arises out of or relates to the Program, including, without limitation, any advertising or marketing communications regarding LifeVantage or the Program, any purchase you make using your Account, Program benefits or restrictions, or any other controversy, allegation, dispute or claim against LifeVantage regarding any interaction or transaction between you and LifeVantage, whether heretofore or hereafter arising (collectively, "**Dispute**"), then you and we agree to engage in good-faith informal efforts to resolve the Dispute by sending a written notice to the other providing a reasonable description of the Dispute, along with a proposed resolution. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 14. Your notice to us must be sent via email to: [legal@lifestage.com](mailto:legal@lifestage.com). The written description included in your notice must be on an individual basis and provide at least the following information: your name; the nature or basis of the claim or dispute; the date of any purchase or transaction at issue (if any and if available), and the relief sought.

For a period of twenty-one (21) days from the date of receipt of notice from the other party, LifeVantage and you agree to negotiate in good faith about the dispute through an informal telephonic dispute resolution conference between you and LifeVantage in order to attempt to resolve the Dispute, though nothing will require either you or LifeVantage to resolve the Dispute on terms with respect to which you and LifeVantage, in each of our sole discretion, are not comfortable. The informal telephonic dispute resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence legal proceedings. If either party is represented by counsel, that party's counsel may participate in the informal telephonic dispute resolution conference, but the party also must appear at and participate in the conference. This informal dispute resolution process is a prerequisite and condition precedent to commencing any formal dispute resolution proceeding.

### 14. Severability

If a court of competent jurisdiction or any government agency determines that any provision of these Program 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. An exception to this general provision is provided in Section 16.

### 15. Governing Law

These Program Terms will be governed in accordance with the laws of New South Wales and the courts of New South Wales shall have exclusive jurisdiction.

### 16. Fraud

Fraud or abuse relating to the Enrollment Process, the providing of personal information, or the earning or redemption of Rewards Components is a violation of these Program Terms. 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. LifeVantage reserves the right to take any of the actions set forth in Section 2 if you engage in fraudulent activity or otherwise use this Program other than in accordance with these Program 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 PROGRAM IS A VIOLATION OF THESE PROGRAM TERMS. LIFEVANTAGE RESERVES THE RIGHT TO INVESTIGATE ANY SUSPICIOUS ACTIVITY AND TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND THESE PROGRAM TERMS.**

### 17. Indemnity

In exchange for the right to participate in the Program, 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 Program Terms (as updated from time to time) (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by us in the defense 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 defense 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.

## 18. Updates to Program Terms

These Program Terms, in the form posted at the time of your use of the Program, shall govern such use (including transactions entered during such use). **AS OUR PROGRAM EVOLVES, THE TERMS AND CONDITIONS UNDER WHICH WE OFFER THE PROGRAM MAY BE MODIFIED AND WE MAY CEASE OFFERING THE PROGRAM UNDER THE TERMS FOR WHICH THEY WERE PREVIOUSLY OFFERED. ACCORDINGLY, EACH TIME YOU SIGN IN TO YOUR ACCOUNT OR OTHERWISE USE THE PROGRAM YOU ARE ENTERING INTO A NEW AGREEMENT WITH US ON THE THEN APPLICABLE PROGRAM TERMS AND YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER PROGRAM TERMS BY POSTING THEM ON THE WEBSITE (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT, INCLUDING, BUT NOT LIMITED TO EMAIL), AND THAT YOUR USE OF THE PROGRAM AFTER SUCH NOTICE CONSTITUTES YOUR GOING FORWARD AGREEMENT TO THE REVISED PROGRAM TERMS.** Therefore, you should review the posted Program Terms each time you participate in the Program. The revised Program Terms will be effective as specified in Section 1. However, except with respect to the provisions set forth in Section 13, the Program Terms that applied when you previously used the Program 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 new, revised or additional Program Terms is determined by a tribunal to be insufficient, the prior agreement shall continue until sufficient notice to establish a new agreement to Program Terms occurs. 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. You can reject any new or revised Program Terms by discontinuing use of the Program.

## 19. NO WARRANTIES

**YOUR ACCESS TO AND USE OF THE PROGRAM IS AT YOUR SOLE RISK. THE PROGRAM 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, “PROGRAM PARTIES”) HEREBY MAKE NO REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, OR PROMISES, EXPRESS OR IMPLIED, AS TO: (A) THE PROGRAM AND THE WEBSITE THAT MAKES THE PROGRAM AVAILABLE; (B) THE FUNCTIONS, FEATURES, OR ANY OTHER ELEMENTS ON, OR MADE ACCESSIBLE THROUGH, THE PROGRAM OR THE WEBSITE; (C) ANY PRODUCTS, SERVICES, OR INSTRUCTIONS OFFERED OR REFERENCED AT OR LINKED THROUGH THE PROGRAM OR THE WEBSITE; (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF ANY CONTENT YOU TRANSMIT TO US VIA THE PROGRAM 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 PROGRAM OR WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION.**

**THIS SECTION 19 SURVIVES TERMINATION OF THE PROGRAM.**



## 20. LIMITATION OF LIABILITY

REWARD COMPONENTS HAVE NO CASH VALUE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, 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.

