

# Terms & Conditions



## Overview:

1. The **Live Your Best Retailing Campaign** (hereinafter referred to as the 'Campaign') is organised by Amway (M) Sdn Bhd and Amway (B) Sdn Bhd (hereinafter referred to as the 'Organiser').
2. The Campaign is open to **ALL current Platinum & Above Leaders** by PY2024 from Malaysia and Brunei only.
3. Newly Awarded Platinums from September till December 2023 (during the campaign period) are eligible to participate in this Campaign.
4. Only Amway Business Owners (ABOs) from Malaysia or Brunei are eligible to take part in this campaign. This excludes employees of the Organiser and their immediate family members, vendors, partners, or any other individuals directly involved in or connected to the Campaign (including creative agencies, event organisers and media agencies) and their immediate family members.
5. The Campaign will be held from **1 September 2023 to 31 December 2023**.
6. All eligible individuals ('Participants') taking part in the Campaign shall agree to be bound by these Terms & Conditions ('Terms').
7. All rewards, inclusive of Exclusive and Monthly Rewards, are **NON-TRANSFERABLE and NOT EXCHANGEABLE** for cash.

## Mechanic:

For the full campaign mechanics, visit [https://www.amway.my/retailing\\_campaign](https://www.amway.my/retailing_campaign)

## Exclusive Reward

1. The announcement date of the Exclusive Reward qualifiers is as such:

	Sep 23	Oct 23	Nov 23	Dec 23
Qualifying period	1 Sep - 31 Dec 2023			
Announcement of qualifiers	Early Jan 2024			

2. The qualifying Participants will be invited to an exclusive visit to the Amway Botanical Research Center (ABRC) & Research Farm in Wuxi, China.
3. The exclusive visit is non-transferable and not exchangeable for cash and/or any other forms whatsoever. Any taxes or extra costs incurred are borne by the qualifying Participants.
4. Confirmed details and itinerary of the exclusive trip will be released in due time.

5. Organiser reserves the right to replace the rewards with another item or reward of equivalent value.
6. The exclusive trip will not be rewarded under such events:
  - a) Qualifying Participant cannot be reached for whatsoever reason after a reasonable effort has been exerted based on the information as per the qualifying Participant's Amway registered details.
  - b) Non-compliance with the Terms.
  - c) Qualifying Participant found to be ineligible to participate in this programme or to receive the reward.
7. Spouse or 2<sup>nd</sup> gen (hereinafter referred to as 2<sup>nd</sup> pax) in this campaign refers to the co-applicant in an ABOship.
8. Qualifying mechanics for 2<sup>nd</sup> pax for the exclusive visit will be in accordance with the mechanics published on the campaign's website  
[https://www.amway.my/retailing\\_campaign](https://www.amway.my/retailing_campaign)
9. For requests to pay for the cost of the exclusive visit, out of Qualifying Participant's own pocket, the table below will be the point of reference, for example scenarios along with the request eligibility.

Example Scenario	Eligibility
I did not qualify, but I want to pay to join the exclusive visit	Not allowed
I only managed to qualify myself for 1 pax, but I want to pay the cost of the 2 <sup>nd</sup> pax to join the exclusive visit	
I managed to qualify for a 2 <sup>nd</sup> pax to join the exclusive visit, but I want to pay for the cost for more participants (3 <sup>rd</sup> , 4 <sup>th</sup> , 5 <sup>th</sup> ...) to join the exclusive visit	

10. For cash in lieu request (conversion of exclusive reward to cash), the table below will be the point of reference, for example scenarios along with the request eligibility.

Example Scenario	Eligibility
I'm not able to make it to the exclusive visit due to personal reasons	Not allowed
I've qualified for a 2 <sup>nd</sup> pax but only one of us is able to make it. Can the remaining 1 pax (that is unable to join) be converted to cash in lieu?	

11. Qualifying Participants are allowed to extend their stay in the destination of this exclusive visit (hereinafter referred to as Extended Stay Qualifying Participants). Extended Stay Qualifying Participants will be required to cover the additional expenses incurred, including the accommodation expenses during the extended stay. While flight tickets will be rescheduled to fit into the Extended Stay Qualifying Participant's new travel plans, the Extended Stay Qualifying Participant may be required to cover the additional costs of the flight ticket, should the new flight ticket costs more than the originally scheduled flight ticket.
12. Organiser reserves the right to revise the travelling date without prior notice.

13. All tour packages are on twin-sharing basis. Organiser reserves the rights to room allocation and arrangement. No preferential treatment, based on ABO level, will be given. As this is an educational trip, it is not similar in approach and should not be compared to any Amway Leadership Seminar (ALS) or Diamond Invitational (DI) trips.
14. All qualifying Participants are expected to participate in all events organised during the exclusive visit.
15. The destination of this exclusive visit is subject to change in the event of unforeseen circumstances.

### **Monthly Reward Delivery:**

1. The announcement date of the monthly reward qualifiers and reward delivery is as such:

	Sep 23	Oct 23	Nov 23	Dec 23
Qualifying period	1 - 30 Sep 2023	1 - 31 Oct 2023	1 - 30 Nov 2023	1 - 31 Dec 2023
Announcement of qualifiers	15 - 31 Oct* 2023	15 - 30 Nov* 2023	15 - 31 Dec* 2023	15 - 31 Jan 2024*
Reward delivery	2 months* after qualifying announcements			

\*The delivery dates stated above are subject to change in the event of unforeseen circumstances, without prior notice.

2. Qualifying Participants are only eligible for one (1) Monthly Reward - the highest qualifying Monthly Reward.

### **Physical Rewards**

1. All physical rewards will be delivered to the qualifying Participants' Amway registered address.

### **e-Rewards**

1. All e-Rewards (Amway Product Vouchers, Touch 'n Go eWallet credits, etc) will be automatically credited directly into your corresponding accounts.
2. All e-Rewards must be redeemed within the stipulated validity dates as stated.

### **Touch 'n Go (Malaysian Qualifying Participants only)**

1. All Touch 'n Go eWallet credits will be credited into the qualifying Participant's corresponding Touch 'n Go account.
2. All Touch 'n Go eWallet credits will be credited through the qualifying Participant's valid mobile phone number.
3. The Organiser will not be held responsible for any inconvenience caused due to incorrect full name, IC number, or valid mobile phone number. It is the responsibility of all qualifying Participants to be registered with Touch 'n Go eWallet, to redeem this reward.

### **Touch 'n Go (Bruneian Qualifying Participants only)**

1. As Touch 'n Go eWallet is not available in Brunei, the Organiser will instead arrange for cash via bank draft.

### Amway Product Vouchers

1. Amway Product Vouchers can be utilised for orders placed, by using Payment in Full option for any Amway products with PV/BV except for ALP, BNPL, ZIPP, and EPP.
2. All Amway Product Vouchers rewarded during this campaign will expire within one (1) year.
3. All Amway Products Vouchers rewarded during this campaign will be credited directly to the qualifying Participant's Amway account:

Example for Malaysian qualifying Participants (value shown below are example scenarios and actual value will be based on the actual announced rewards):

Qualifying Participant A:

RM1,500 Amway Product Vouchers credited directly to the qualifying Participant's Amway account

RM1,000 Amway Product Vouchers utilised while placing an order with full payment.

The remainder of RM500 Amway Product Vouchers will be available for the next order.

4. For orders exceeding the value of Amway Product Vouchers utilised, qualifying Participants will need to top-up the exceeding value.

Example for Malaysian qualifying Participants (value shown below are example scenarios and actual value will be based on the actual announced rewards):

Total order amount: RM1,510

Amway Product Voucher worth: RM1,500

Exceeding value to top up: RM10 (to be paid using credit card or FPX only)

In the scenario shown above, the exceeding value of RM10 will need to be topped up.

### Non-Amway (Third Party) vouchers

1. Non-Amway (Third Party) vouchers are subject to the terms of the voucher.
2. All Non-Amway (Third Party) vouchers will be sent to the qualifying Participant's Amway registered email. Physical gift cards will be delivered to the qualifying Participant's Amway registered address.
3. For Bruneian qualifying Participants, non-Amway (Third Party) vouchers may be exchanged to another brand's vouchers of similar value.

### Terms & Conditions for Rewards

1. Rewards are non-transferable and non-exchangeable for cash. However, selected Monthly Rewards (non-Amway vouchers) are allowed to be exchanged for Amway Product Vouchers with a similar value.
2. Exclusive Rewards, e-wallet rewards and physical rewards are not allowed to be exchanged for Amway Product Vouchers or cash.
3. The Organiser reserves the right to replace or substitute the Reward with another of similar value without any prior notice.
4. The images of rewards on all marketing materials are for illustration purposes only. The actual rewards may differ from the images shown.

5. The Organiser will not replace any lost, stolen, or damaged rewards and vouchers/e-vouchers. All costs, expenses or taxes associated with the Reward not specified herein will be the responsibility of the qualifiers. The Organiser accepts no responsibility for any tax or other liability that may arise from the reward. If a reward is mailed to the qualifying Participant, the latter will not hold the Organiser responsible for lost, stolen, damaged, or misdirected mail, and accepts that the Reward cannot be replaced if it is not received by the qualifying Participant. If a qualifying Participant claims a Reward remains undelivered, the Organiser will only refer to the acknowledgement that the Reward has been delivered from the delivery/courier service, so please ensure your latest details are updated in the Organiser's records.
6. The Organiser makes no warranty, representation or guarantee with respect to the Rewards.
7. The Organiser disclaims all warranties (whether expressed or implied) including, but not limited to, warranties that the Rewards will meet the Participants' requirements.
8. All decisions regarding the qualifying Participants shall be final, conclusive and binding. No correspondence will be entertained.
9. Qualifying Participants will be notified by the Organiser via telephone call/official email/SMS according to the details stated in the system as per the Organiser's records. Qualifying Participants are not required to respond to this notification. So, please ensure all details in your account are updated for delivery/redemption of rewards.
10. The qualifying Participants will be deemed to have been notified or received all notices or communications from the Organiser on the date of the broadcast via electronic media such as SMS and emails.
11. Qualifying Participants will receive their Monthly Rewards via delivery/e-delivery (for e-vouchers). Rewards will be delivered according to the qualifying Participants' details stated in the system as per the Organiser's records. Therefore, please ensure that your latest details are updated in the system.
12. Upon the collection/delivery of the reward, qualifying Participants will be required to sign an acknowledgement form for the collection. Acknowledgments from the qualifying Participants for e-rewards will be required as well. The Organiser shall not be responsible for any wrong collection of the Rewards once the Rewards are collected and acknowledged.

#### **Data Usage & Policy:**

1. By participating in the Campaign, the Participants hereby expressly agree that the Organiser may collect, use, disclose and process their personal data including (but not limited to) names, and/or photographs for the following purposes:
  - i) facilitating and administering the Campaign.
  - ii) delivery of the Rewards (including contacting the Participants regarding the administration of the Rewards); and
  - iii) for use in publicity and promotional materials.
2. The Reward qualifying Participants acknowledge and agree to the Organiser's use and disclosure of their names, photographs and likeness in any and all media as the Organiser may, at its sole discretion, deem appropriate for publicity purposes in connection to this Campaign without additional compensation, notification or permission. The Reward qualifying Participants agree to cooperate with and participate in the activities organised for these purposes. If the qualifying Participant has collected a Reward but does not comply with these obligations, he/she shall be required to return the Reward to the Organiser.

3. The Organiser is committed to taking reasonable steps to protect the Participant's personal data from loss, misuse and unauthorised access.

**Disclaimer & Limitation:**

1. By participating in the Campaign and/or claiming any reward, the Participant hereby releases and agrees to hold harmless, subject to the maximum extent permitted under the law, the Organiser, its affiliates, contractors, agents and their respective directors, officers and employees from any and all liability for any loss (including without limitation, indirect or consequential loss), damage or expenses in connection with the Campaign.
2. The Participant acknowledges that the interest and good reputation of the Organiser is of paramount importance.
3. The Participant shall not by act or omission, directly or indirectly bring the Organiser into disrepute.
4. The Organiser has the right to disqualify a qualifying Participant and forfeit any rewards if:
  - i. the qualifying Participant has committed any act of fraud or dishonesty or has misrepresented anything in connection with this Campaign.
  - ii. the Organiser is unable to contact the qualifying Participant.
  - iii. the qualifying Participant does not respond to the Organiser or notifies the Organiser that he or she does not wish to claim the Reward.
  - iv. the qualifying Participant does not agree to abide by and be bound by these Terms; or
  - v. the qualifying Participant dies or becomes mentally incapacitated.
  - vi. if a qualifying Participant is disqualified, the Organiser may, at its discretion, draw another name to replace the disqualified Reward qualifying Participant or donate the Reward in question.
5. All matters relating to this Campaign and the Terms, including any disputes whatsoever, shall be determined by the Organiser at its absolute discretion. The decisions made by the Organiser shall be final, conclusive and binding, and no discussion, enquiries, appeal or correspondence will be entertained.
6. The Organiser reserves the right to, at its discretion, cancel, vary or suspend the Campaign should technical errors or other causes beyond its control affect the administration, security or proper operation of the Campaign.
7. Any participants with violations or suspected violations of the Amway Rules of Conduct will be disqualified from the Campaign rewards(s).
8. The Terms herein are not exhaustive. The Organiser reserves the right to add, modify or delete any of the above terms and conditions without any prior notification.