

## **SENESTAR INCENTIVE OFFICIAL RULES - USA, AUS, NZL**

**THIS INCENTIVE IS SPONSORED AND ADMINISTERED BY SGII, INC. D.B.A. SENEENCE INTERNATIONAL®** (hereinafter “SeneGence” or “SGII”). The Incentive is void where prohibited or restricted by applicable law, and all applicable federal, state and local laws and regulations apply. Entry in this Incentive constitutes acceptance of these Official Rules:

- 1. HOW TO ENTER.** Enter by doing what you already do as a SeneGence® Independent Distributor: Sell SeneGence® Products to consumers while building and managing a successful downline network. You will qualify based on your Personal Point Value (PV), Downline Point Value (DPV), and Retail Sales amounts (that are purchased through Customer Direct Order [CDO] and/or the Kiss & Tell Customer Rewards Program) that are accumulated over the Incentive Period.
- 2. INCENTIVE PERIOD.** Incentive period is annual and the Incentive Period begins on April 1 at 12:01 a.m. Pacific Time (PT) and ends March 31 at 11:59 p.m. PT the following year.
- 3. SPONSOR.** Sponsor of this Incentive is SGII, Inc., d.b.a. SeneGence International, 19651 Alter, Foothill Ranch, CA 92610 USA.
- 4. ELIGIBILITY.** This Incentive is open to all active Independent Distributors who are (1) residents of the United States, Australia, Canada, Mexico, or New Zealand, and (2) 18 years of age or older at time of entry. An Independent Distributor with a current ranking of Countess or above must sign the SGII ManaGence agreement in order to attend. To achieve this Incentive, an Independent Distributor must be in good standing with SGII and have no outstanding Compliance matters with SGII, both during the Incentive Period and through the duration of the SeneStar Incentive. The determination of whether an Independent Distributor is in “good standing” or has any outstanding Compliance matters is in SGII’s sole and absolute discretion. Specific dates, times, and order of registration shall be announced by SGII and failure to register within such times may result in forfeiture of the Incentive. For example, those who earn 100% of the SeneStar Incentive may be eligible to register first. Those who earn 75% of the SeneStar Incentive may be eligible to register second. Those who earn 50% of the SeneStar Incentive may be eligible to register third. Those who earn 25% of the SeneStar Incentive may be eligible to register fourth.
- 5. ACHIEVEMENT GUIDELINES.** Independent Distributors will achieve the Incentive automatically during the Incentive Period as they accumulate PV, DPV and Retail Sales amounts (that are purchased through CDO and/or the Kiss & Tell Customer Rewards Program). Achievements will be tracked by SGII. SGII is not responsible in the event that technical or computer malfunctions or problems with payment preempt the processing of Independent Distributor account sign-ups, renewals or orders before the Incentive Deadline.
- 6. ACHIEVEMENT.** The destination of the SeneStar Incentive changes annually and is posted on [www.SeneGence.com](http://www.SeneGence.com). Each achiever earns the SeneStar Incentive for him or herself, and for one (1) spouse, partner or other guest. The spouse, partner or guest is at the discretion of the achiever but must be someone who is acceptable to SGII in its sole discretion and may not be another active SeneGence Independent Distributor, unless such guest Independent Distributor is an immediate relative to the achiever (i.e. parent, sibling, or child). All SeneStar Incentive arrangements that are included as part of the achievement (with possible exceptions to the flights) will be booked by SGII and destinations and

dates are subject to change. If not otherwise provided, each achiever, and their guest may select to book their own airfare Credit payment / reimbursement (or portion thereof per section 7 below), can be used toward air travel for themselves and their guest. Additionally, each achiever will receive accommodations for one double occupancy room, as well as some meals and transportation, as determined in advance by SGII, may be included (contact [events@senegence.com](mailto:events@senegence.com) or see the event website for specific covered items). All other meals, transportation (including transportation to and from airports), and incidental expenses are the sole responsibility of the achiever. Achievements are not transferable, and no substitution or transfer of achievements will be permitted. Achievement has no cash value and achiever has no right to a payout in lieu of the SeneStar Incentive.

**7. HOW TO ACHIEVE INCENTIVE.** Each Independent Distributor who qualifies will be invited to participate in the SeneStar Incentive. There are fifteen (15) ways with PV and DPV\* that an otherwise-eligible Independent Distributor (see Eligibility, above) may qualify to achieve the SeneStar Incentive, and there are two ways through Retail Sales:

PV & DPV\*\*:

A. To earn 100% of the trip cost and airfare for two: (1) Distributor accumulates 15,000 Personal PV and 625,000 DPV during the Incentive Period; (2) Distributor accumulates 30,000 Personal PV and 500,000 DPV during the Incentive Period; (3) Distributor accumulates 45,000 Personal PV and 375,000 DPV during the Incentive Period; (4) Distributor accumulates 60,000 Personal PV and 250,000 DPV during the Incentive Period; (5) Distributor accumulates 72,000 Personal PV and 125,000 DPV during the Incentive Period; (6) Distributor accumulates 95,000 Personal PV and 30,000 DPV during the Incentive Period.

B. To earn 75% of the trip cost and airfare for two: (7) Distributor accumulates 60,000 Personal PV and 25,000 DPV during the Incentive Period; (8) Distributor accumulates 45,000 Personal PV and 150,000 DPV during the Incentive Period; (9) Distributor accumulates 30,000 Personal PV and 275,000 DPV during the Incentive Period; (10) Distributor accumulates 15,000 Personal PV and 400,000 DPV during the Incentive Period.

C. To earn 50% of the trip cost and airfare for two: (11) Distributor accumulates 45,000 Personal PV and 15,000 DPV during the Incentive Period; (12) Distributor accumulates 30,000 Personal PV and 140,000 DPV during the Incentive Period; (13) Distributor accumulates 15,000 Personal PV and 265,000 DPV during the Incentive Period.

D. To earn 25% of the trip cost and airfare for two: (14) Distributor accumulates 30,000 Personal PV and 10,000 DPV during the Incentive Period; (15) Distributor accumulates 15,000 Personal PV and 135,000 DPV during the Incentive Period.

Retail Sales\*\*\* in USD:

E. To earn 50% of the trip cost and airfare for two: (1) Distributor accumulates \$240,000 USD in Retail Sales that are purchased through CDO and/or the Kiss & Tell Customer Rewards Program during the Incentive Period.

F. To earn 100% of the trip cost and airfare for two: (2) Distributor accumulates \$480,000 USD in Retail Sales that are purchased through CDO and/or the Kiss & Tell Customer Rewards Program during the Incentive Period.

\*All Personal PV & DPV amounts herein above are stated in global terms and are the same for USA, Canada, Australia, Mexico, and New Zealand Independent Distributors.

\*\* Calculation of DPV is made subject to Crown Princess Breakout.

\*\*\* Retail Sales are based on amounts earned on products purchased through CDO and/or the Kiss & Tell Customer Rewards Program.

**8. ACCEPTANCE OF ACHIEVEMENT.** Achiever(s) will be notified in writing by email. In order to claim their achievement, achiever(s) must respond in the same manner as notified within ten (10) days of the date notification is sent. Noncompliance with these requirements or time periods, or return of any achievement/ achievement notification as undeliverable may result in disqualification. Payment of any airfare credit will be conditioned on confirmation and execution of documents by achiever. Achievers and their guest must hold a valid and current passport in order to accept the achievement.

**9. DEFINITIONS FOR INCENTIVE PERIODS.**

A. PV is Point Value or Personal Volume. Personal PV is equal to the PV (Point Value) earned on the sale of resalable and commissioned products sold by you. PV is also earned from the sale of product through CDO and the Kiss & Tell Customer Rewards Program. PV is a value assigned by SGLI to each resalable and commissioned product, and is generally equal to one half the suggested retail price in US dollars. PV is the same for any specific product in every country.

B. DPV is Downline Point Value or Downline Personal Volume. DPV is equal to cumulative PV earned on the sale of resalable and commissioned products sold by your downline Independent Distributors, who conduct their Distributorship in the same country as you do, on lines 1 through 5 (without compression). Only sales of downline Independent Distributors whose Distributorship is in the same country as yours will count. There is no compression applied to the calculation of DPV for purposes of the SeneStar Incentive. Calculation of DPV is made subject to Crown Princess Breakout.

C. Crown Princess Breakout. Once an Independent Distributor has achieved the performance required to be a Crown Princess, at the beginning of the following Seminar Year (on 4/1, at 12:01 AM PT), that Independent Distributor and her entire downline permanently breaks out (off) from her upline sponsor's downline (and all those above) for ALL recognition and Incentive purposes. Thereafter, the purchase and sale of commissioned product by said Crown Princess, and all of her downline will no longer accrue (for ANY recognition or Incentive purposes) to the benefit of her upline (either immediate sponsor or lines above her).

D. Retail Sales are the amounts earned exclusively through selling products via the Customer Direct Order Program (CDO) and/or the Kiss & Tell Customer Rewards Program. The Retail Sales

earned and the requirements listed in section 7 (E and F) are subject to country monetary conversion rates set by SGII. Countries eligible to earn Retail Sales: USA, Canada, Australia, Mexico and New Zealand.

**10. OTHER CONDITIONS.** Failure to comply with any Official Rule will result in disqualification. All federal, state, provincial and local taxes and/or duties, if applicable, are the sole responsibility of achiever(s). By accepting achievement, achiever(s) and their spouse, partner or guest agree to hold SGII, its respective directors, officers, employees, assigns, subsidiaries, affiliates, and Independent Distributors harmless against any and all claims and liability arising out of use of their achievement. By accepting achievement, achiever(s), and their spouse, partner or guest, assume all liability for any injury or damage caused, or claimed to be caused, by participation in this promotion or use or redemption of any achievement; and agree to waive all rights against and to indemnify SGII, its directors, officers, shareholders, employees, assigns, subsidiaries, affiliates and Independent Distributors on any such claims or causes of action arising thereon, whether based in contract, tort or other matter of law. Acceptance of achievement constitutes permission to SGII and its agencies to use achiever's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. SGII is not responsible for any typographical or other error in the printing of the offer, administration of the Incentive or in the announcement of the achievement. SGII is not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. SGII is not responsible for any liability for damage to any computer system resulting from participation in or accessing or downloading information in connection with this promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS INCENTIVE IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SGII RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. SGII reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process. SGII reserves the right to modify the Incentive or disqualify entrant if fraud, misconduct, or technical failures destroy the integrity of the Incentive as determined by SGII, in its sole discretion. SGII reserves the right, in its sole discretion, to cancel or suspend this Incentive should any cause beyond the control of SGII, including but not limited to an act of God, government authority, disaster, epidemic, pandemic, travel alerts or warnings recommending against non-essential travel or in regard to the safety of gatherings issued by the CDC or WHO or other health authority, or other emergencies, any of which make it inadvisable, illegal, impossible, unsafe or otherwise prohibited to hold the SeneStar Incentive.

**11. ARBITRATION.** All disputes, claims, or controversies arising from or relating to this Incentive or the relationships which result from this Incentive, or the validity of this arbitration clause or the entire SeneStar Incentive Official Rules, between Independent Distributor, Independent Distributor's spouse, partner or guest and SGII, shall be submitted to final and binding arbitration by JAMS before a single arbitrator selected by mutual agreement. This arbitration agreement shall be governed under the laws of the State of California and pursuant to the Comprehensive Rules of JAMS with arbitration to occur at Foothill Ranch, California. The parties agree and understand that the arbitrator shall have all powers provided by law and the Incentive Official Rules. The arbitrator shall be a licensed attorney with business transaction expertise, preferably experienced in the direct selling industry. The decision of the arbitrator shall be final and binding upon the parties and may be reduced to a judgment in any court of competent

jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they choose to resolve their disputes through arbitration, except as provided herein. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, PURSUANT TO ARBITRATION UNDER THIS CLAUSE. The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, shall be subject to binding arbitration, in accord with this agreement. It is agreed that if Independent Distributor or Independent Distributor's spouse, partner or guest files a claim or counterclaim against SGII, such shall be on an individual basis and Independent Distributor and Independent Distributor's spouse, partner or guest agrees that he/she shall not have the right to participate as a representative or a member of any class of claimants or in conjunction with another Independent Distributor or another Independent Distributor's spouse, partner or guest pertaining to any claim arising from or relating to these Official Rules, including but not limited to in connection with any public injunctive relief. Nothing in this section shall be construed to prevent SGII from obtaining available emergency relief, including but not limited to a temporary or permanent injunction or writ of attachment to safeguard the protected interests of SGII prior to, during, or following any arbitration or other proceeding. For residents of the Province of Quebec, Canada, any litigation respecting the conduct or organization of an incentive may be submitted to the Régie des Alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a achievement may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**12. LIMITATION OF LIABILITY. INDEPENDENT DISTRIBUTORS AND INDEPENDENT DISTRIBUTOR'S SPOUSE, PARTNER OR GUEST HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEYS' FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF REGISTRATION, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.**

**13. ACHIEVERS' LIST.** Incentive achiever(s) will be announced within 30 days of Incentive end.