

BodyKey® Regional Challenge

Terms and Conditions

1. Information on how to enter the BodyKey Contest and Regional Challenge (**'Challenge'**) and prize details form part of the terms and conditions of entry.
2. Entry into the Challenge is open to all Amway Independent Business Owners (**'IBOs'**) who are resident in Australia or New Zealand and who purchase the BodyKey 60 Day JumpStart Kit. Employees of Amway of Australia and Amway of New Zealand (**'Amway'**), their immediate families, suppliers, associates, companies and agencies are not eligible to enter. All entrants must be over 18 years old.
3. Due to safety requirements of the BodyKey program, IBOs who are pregnant are not encouraged to participate in the Challenge.
4. IBOs can only enter the Challenge once. If an IBOs entry is void or disqualified for any reason, all members of their team will no longer be eligible to participate in the Challenge.
5. Entry to the Challenge is open from midnight 21 September 2015 and closes at 11.59 pm on 30 November 2015 (**'Registration Period'**).
6. This is a Regional Challenge with 6 participating Amway affiliates: Thailand, Malaysia, Brunei, Singapore, Philippines, Australia and New Zealand. IBOs will compete against other IBOs in all affiliates.
7. **Duration**
The Challenge lasts 60 days, beginning from the day after a team registers (**'Challenge Period'**).
8. **Individual requirements**
During the Registration Period, a participant must:
 - a. Purchase the BodyKey 60 Day JumpStart Kit;
 - b. Download the BodyKey App on their phone or device;
 - c. Activate their BodyKey membership by inputting their master code provided at the time they purchase the BodyKey Bundle pack;
 - d. Complete their BodyKey Personalised Assessment.
9. **Team requirements**
After completing the steps in clause 8, during the Registration Period, a participant must then form a team of 4 with 3 other IBOs who have also completed the steps in clause 8. The team must nominate a Team Leader who will register the team for the Challenge via the BodyKey App during the Registration Period. The Challenge begins the day after a team signs up.
10. If 2 partners are registered on an Amway business, both partners must be registered with the BodyKey App and be part of the team to participate in the Challenge and be considered for the winning prize. If only one partner is registered and part of the team, they will be the only person eligible to participate in the Challenge and to be considered for the winning prize.
11. The Team Leader will be responsible for signing up their team for the Challenge. The Team Leader must provide the details of each of their team members as prompted by the BodyKey App, including a group photo. All entrants and team members acknowledge and understand the BodyKey Privacy

Policy found at: www.nutriwaybodykey.com.au / www.nutriwaybodykey.co.nz

12. **New IBO requirement**

It is a requirement of the Challenge that one participant who joins a team must be a new IBO who joined Amway less than 90 days of the date their team registered for the Challenge. More than one new IBO is welcomed.

13. **Initial weigh in requirement**

All team members are to complete an initial weigh in within the first week (7 days) of the team signing up to the Challenge. This will be used to determine each team member's final weight loss achievement. All team member's initial weight needs to be measured and recorded by appointment with an Amway Naturopath at the IBOs local Business Centre. Alternatively, if an IBO cannot get to an Amway Business Centre, their initial weight must be measured by a doctor and proof provided to Amway in the form of a formal, signed letter from the doctor validating the IBO's weight. Such letter must be provided to Amway at the start of the Challenge.

14. **Photo & Story Submission**

To be considered for the Challenge, all participants must submit 5 photos and a group story for their team via the BodyKey App at the end of their Challenge Period. All teams have 10 days from the end of their Challenge Period to submit the photos and story.

15. Each participant must provide a "before" photo and an "after" photo to their team leader. Along with a "before" and "after" photo for each team member, the team leader must also submit a group "before" and "after" photo. All participants must wear their InBodyBAND while taking the photo to show the photo is recent. Amway recommend the photos be $\frac{3}{4}$ of a participant's body, or a full body shot, to best show weight loss and body transformation.

16. Amway reserves the right to request resubmission of an individual and/or group photo. Any photo that has been professional or digitally enhanced will not be accepted.

17. Within 10 days after their Challenge period, each team must also submit a group story via the BodyKey App. The story should be no longer than 1,000 words. If a team's story is over 1,000 words, only the first 1,000 words will be considered.

18. The story will be used as a key judging criteria (see clause 20 for more details). Suggested content for the story includes:

- a. Describe the team's transformation journey over the past 60 days;
- b. Explain the team's transformation weight loss journey;
- c. How the team overcome emotion and physical barriers;
- d. The overall team spirit on working together;
- e. The overall improvement on appearance and wellness level;
- f. A joy of achievement;
- g. Team weight loss (kg) and fat loss (kg);
- h. The Program's impact on your Amway business; and
- i. The team's BodyKey score.

19. **Winners**

For all participating affiliates, there will be a total of 11 winners:

- a. Australia & New Zealand: 2 winning teams
- b. Thailand: 3 winning teams
- c. Malaysia: 3 winning teams

- d. Singapore: 2 winning teams
- e. Philippines: 1 winning team

20. Judging Criteria

For Australia and New Zealand, judging of the Challenge will be done by an Amway judging panel based on the three following criteria:

- a. The overall weight loss as shown in before and after photos (20%);
- b. The team's group story and weight loss journey (40%) based on:
 - i. The team's transformation weight loss journey;
 - ii. How the team overcome emotion and physical barriers;
 - iii. The overall team spirit on working together;
 - iv. The overall improvement on appearance and wellness level;
 - v. Ability to demonstrate a joy of achievement; and

- c. The team's overall weight loss (40%) based on the following formula:

$$\frac{\text{Initial Weight} - \text{Final Weight}}{\text{Initial Weight}} = \% \text{ of weight loss}$$

21. Weigh in requirement

All team members are required to complete two weigh-ins to show their weight loss. The initial weigh in is required within the first week (7 days) of the team signing up to the Challenge. The final weigh in is required 1 week (7 days) after their Challenge is completed. All team member's initial and final weight needs to be measured and recorded by appointment with an Amway Naturopath at the IBOs local Business Centre. Alternatively, if an IBO cannot get to an Amway Business Centre, their initial and final weight must be measured by a doctor and proof provided to Amway in the form of a formal, signed letter from the doctor validating the IBO's initial and final weight.

22. Challenge Winning Prize

Based on the judging criteria, the two teams from Australia and New Zealand that have contributed to the most successful results will win a luxury cruise for all team members to attend worth up to \$13,500 ('Winning Prize').

- 23. Where an Amway business has two partners but only one partner is registered with the BodyKey App and part of the winning team, the participating IBO will be the only person eligible for the Winning Prize from their Independent Business.

- 24. All winning teams will be notified by email and/or telephone in accordance with the information they provide when signing up to the BodyKey App.

- 25. The Winning Prize is one of the world's most exclusive 6D/5N smart cruise 'Quantum of the Seas' offered by Royal Caribbean International, sailing from Shanghai, China to Kumamoto- Japan, Busan- Korea and back to Shanghai. To learn more about the cruise visit: www.royalcaribbean.co.uk/our-ships/quantum-class/. Details include:

- a. Cruise dates are 2 June 2016 – 7 June 2016. Winners must be available to travel on these dates.
- b. The cruise departs from Shanghai to Kumamoto, Busan and returns to Shanghai. Amway of Australia will pay for the winners economy flights from their capital city to Shanghai.
- c. The prize includes a return flight from Kuala Lumpur to Shanghai.

- d. Each winning team will be given 2 Superior Ocean rooms with a balcony for 4 people, based on twin share. The 2 winning teams from Australia and New Zealand must twin share with their team mate.
 - e. Cost of visa application, transfer from airport to departure dock, basic excursions in Kumamoto and Busan are included.
 - f. Some food and drinks are included on the cruise, however some charges will be payable by the individual IBOs themselves (e.g. special service orders, certain beverages). Individuals will be notified of this on the cruise.
26. If any winner does not successfully obtain the required visa, they will not be eligible to attend the trip and an alternate winner may be selected, at Amway's sole discretion, from the other eligible entries based on the judging criteria.
27. Amway reserves the right to revise the cruise dates without notice.
28. The Winning Prize cannot be transferred, exchanged or redeemed for cash.
29. Taxes for the Winning Prize are the sole responsibility of each winner. Amway reserves the right to substitute the Winning Prize with a similar prize of equal or greater value based on prize availability.
30. As a condition of receiving the Winning Prize, winners may be required to provide valid photo identification with their name and ID as it appears on their BodyKey identification, provide proof of age and residency. Prize winners will also be required to execute an Affidavit and Publicity Release supplied by Amway, and a W-9 (if applicable), within 14 days of notification. If a winner fails to do so, the potential winner shall be disqualified from the Challenge and an alternate winner may be selected, at Amway's sole discretion, from the other eligible entries based on the judging criteria.
31. Unclaimed prizes may not be awarded in the event that:
- a. The potential winner cannot be reached for whatever reason after a reasonable effort has been exerted based on the information stated in the entry form;
 - b. There is non-compliance with these terms and conditions or with any of the required time periods;
 - c. The potential winner is found to be ineligible to enter the Challenge or receive the Winning Prize;
 - d. The potential winner cannot or does not comply with the Amway Rules of Conduct for IBOs or is not in good standing with Amway; or
 - e. The potential winner's prize notification or Affidavit is returned as undeliverable for whatever reason.
- 32. Team Contests**
- Upon joining the Challenge, all teams will also be automatically entered into small bi-weekly and monthly contests to compete with other teams ('**Contests**'). These Contests are separate from the Challenge and will hold their own judging criteria, winners and prizes as detailed below.
33. Participants in the Contests will be competing against teams only within their respective country (Australia and New Zealand).
34. Announcements of each Contest will be published and notified to all teams on the Nutriway® Facebook page found at <https://www.facebook.com/nutriwayausnz>, the BodyKey® Website found at www.nutriwaybodykey.com.au / www.nutriwaybodykey.co.nz and via push messages on the BodyKey

App.

35. In order to participate in the Contests, each participant must sync data from their InBodyBAND with the BodyKey App before the end of each Contest period (bi-weekly or monthly).

36. Bi-weekly Contests

The Bi-weekly Contests will take place on the 5th – 11th and the 20th – 26th of each month. Data will be extracted for reporting purposes at 1.00am on the 12th and 27th of each month.

37. The Bi-weekly Contests are a game of skill and will be based on a team's total step count. If there is a tie, the judging criteria will take into consideration the total team's calories burnt.

38. Monthly Contests

The Monthly Contests will take place each month. Teams will compete against the other team's total body fat lost (measure in kilograms) during the relevant period. Data will be extracted for reporting purposes at 1.00am on the first and last day of the month to determine results for each team for the relevant period.

39. The Contests are a game of skill and will be based on a team's total body fat loss (measured in kilograms). If there is a tie, the judging criteria will take into consideration the team's total BodyKey points.

40. Contests Winning Prize

There will be 2 winning teams in each Contest period (bi-weekly and monthly). A team can only win once during the Contests.

41. Each IBO in the winning teams for each Contest will receive a bottle of the following Nutriway® supplements:

- a. Nutriway Concentrated Fruits & Vegetables; and
- b. Nutriway Omega 3 Complex.

This prize is valued at AU\$67.56 / NZ\$86.13. The prizes will be delivered to the winning team from Amway's head office in Bella Vista, Sydney.

42. Each prize cannot be transferred, exchanged or redeemed for cash.

43. Winning teams will be notified via the BodyKey App and an announcement of the winners will be made on the Nutriway Facebook page found at <https://www.facebook.com/nutriwayausn>, the BodyKey Website found at www.nutriwaybodykey.com.au / www.nutriwaybodykey.co.nz and via push messages on the BodyKey App.

44. For all Contests, Amway reserves the right to not recognize any data which does not appear accurate, is suspicious or fraudulent.

45. Other Terms and Conditions for the Challenge & Contests

All entrants acknowledge that the Rules of Conduct for Amway IBOs are applicable and must be adhered to, including any related policies. Any IBO found to be in breach of the Rules of Conduct or the Social Media Guidelines may be disqualified from the Challenge or Contents at Amway's discretion. The Rules of Conduct for Amway IBOs can be found at www.amway.com.au/rulesofconduct or www.amway.co.nz/rulesofconduct. Any IBO who is not in good standing with Amway cannot participate in the Challenge or the Contests.

46. All participants in the Challenge and Contests:
- a. release Amway, and its subsidiaries, directors, agents, agencies, affiliates, promoters, officers, directors, employees and related persons (“Amway”) from any and all liability related to the Challenge or Contents and/or the receipt and use of the prize; and
 - b. grants Amway the right to publish the winner’s name, city/state, photograph(s), voice, testimonial, approved biographical information, or other likeness and/or prize information or personal exposition (and/or any edited portion thereof) for promotional, advertising and/or publicity purposes in any media, now or hereafter known throughout the world in perpetuity, without compensation or notice to, or further consent of, the winner to the extent permitted by law.
47. By entering the Challenge, all participants hereby consent and authorize Amway, together with its parent company, its affiliated companies and related entities (**‘the Amway Group’**) to have the right to use at all times our names, photos, professional title(s) and affiliation(s), likeness and statements, including but not limited to the group story, in connection with our sharing of experience in using the Bodykey program for any and all purposes. Participants also consent to the Amway Group using their name, photos, professional title and affiliation(s), likeness and statements (including but not limited to the group story) for the purpose of marketing and promoting Amway and Amway products, and in all forms including in Amway Group’s magazines, newsletters, websites, social media and any other audio-visual or printing materials. Participants hereby authorize that all rights and benefits acquired by the Amway Group hereunder shall apply throughout the world. For the avoidance of doubt, participants hereby waive their rights against the Amway Group of and from any and all fees, expenses and compensation, and any and all other causes of action whatsoever arising out of or resulting from whatever use of their name, photos, professional title and affiliation(s), likeness and statements (including but not limited to the group story). Participants shall hold the Amway Group and all of their agents, officers, directors and employees free and harmless from any liability arising from claims or suits of third parties, including costs and expenses incidental thereto, in connection with the use of their name, photos, likeness and statements including the group story.
48. All participants acknowledge that the BodyKey program is intended only to assist you in your personal weight loss efforts. You should always consult with your physician before starting any form of weight management program. The program is not intended for use by minors, pregnant or lactating women, or individuals with any type of health condition or food allergies/intolerances. You should always consult with your physician for a complete medical evaluation to ensure that you are safe to exercise, alter your diet plan and undergo a weight management program. If you do have pre-existing medical condition(s) or are taking prescribed medications you are also responsible for consulting with your physician.
49. Amway do not promise, guarantee or imply that a participant’s use of the information, products and services will reduce their weight or improve their fitness level. The results of the Challenge and Contests will depend on many factors. Participants should not view the information, products or services as responsible for any failure of weight loss.
50. Participants must not use any artificial or inappropriate means of weight loss or alteration in body composition in order to win the Challenge or a Contest, including but not limited to liposuction, weight loss survey or similar procedures. Deliberate actions to manipulate the Challenge or Contests is prohibited including, but not limited to, deliberate weight gain, starvation, excessive and unhealthy exercise, water deprivation, self-induced illness, laxatives, diuretics or any weight plan that a doctor would not advise or recommend. Amway has sole and exclusive discretion as to what is considered prohibited conduct.

51. Amway reserves the right to cancel, terminate or suspend the Challenge or Contests, or any part of the Challenge or Contests, for any reason. Amway reserves the right, at its sole discretion, to disqualify any individual it reasonably suspects or believes to be tampering with the entry process, any part of the Challenge or Contests, or the award mechanism by any means or suspected to be acting in violation of these Terms and Conditions or any other term or condition of the Challenge set by Amway.
52. If Amway determines, in its sole discretion, that unforeseen events have compromised the integrity or viability of the Challenge or Contests, Amway reserves the right to void the entries at issue, and/or terminate the relevant portion of the Challenge or Contest, including the entire Challenge, all or an individual Contest, and/or modify the Challenge or Contests.
53. Amway shall not be responsible for lost, incomplete or late entries, stories or photos or for any entries, stories or photos that are not received by Amway by the applicable deadline for any reason whatsoever.
54. Except for any liability that cannot be excluded by law, Amway (including its respective officers, employees and agents) excludes all liability (including negligence), or any personal injury which may be suffered or sustained during the course of the Challenge or Contests, or any loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the Challenge or Contests. Each participant takes full responsibility for your health and the choices they make during the Challenge or Contests. All contents and information provided by the Challenge or Contests are for informational purposes only and is not intended to be a substitute for professional medical advice, diagnoses or treatment.
55. If this Challenge is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of Amway, Amway reserves the right, in its sole discretion, to the fullest extent permitted by law to (a) disqualify any entrant; and/or (b) modify, suspend, terminate or cancel the Challenge or Contests, as appropriate.
56. All interpretations of these Terms and Conditions shall be made by Amway, whose decisions and interpretations shall be final and binding. Amway reserves the right to amend these Terms and Conditions at any time without notice.
57. Where personal details are provided as part of the Challenge, Amway will at all times comply with its Privacy Policy located at www.amway.com.au/privacy and the BodyKey Privacy Policy located at www.nutriwaybodykey.com.au / www.nutriwaybodykey.co.nz
58. The Promoter is Amway of Australia, ABN 49 004 807 756, 7-9 Irvine Place Bella Vista NSW 2153, Phone (02) 9854 8100.