

MY ADVOCARE REWARDS PROGRAM TERMS AND CONDITIONS

MEMBERSHIP

MY ADVOCARE REWARDS is the loyalty program (the "Program") offered by AdvoCare International LLC (hereinafter the "Company") to customers making purchases and to potential customers on advocare.com. Company will extend certain perks and privileges as described in more detail herein, and additional offers may be extended from time to time. These terms and conditions (hereinafter "Terms and Conditions") form the agreement (the "Agreement") between you ("Member") and Company with respect to the Program.

MEMBERS' ACCEPTANCE OF TERMS

By participating in the Program, Member agrees to the terms and conditions, rules, regulations, policies and procedures of the Program, including, without limitation, these Terms and Conditions, including the provisions below dealing with mandatory arbitration of all disputes on an individual (i.e., non-class action) basis. Each Member is responsible for remaining knowledgeable about the Program Terms and Conditions. The Company reserves the right to disqualify Members who have violated any of the Program Terms and Conditions.

COMPANY'S RIGHT TO CHANGE/CANCEL PROGRAM

ANY AMENDMENTS TO THESE TERMS AND CONDITIONS SHALL APPLY ONLY PROSPECTIVELY, NOT RETROSPECTIVELY, AND SHALL BE EFFECTIVE FOURTEEN (14) DAYS AFTER POSTING ONLINE BY COMPANY, OR OTHER MECHANISM DESIGNED TO PROVIDE NOTICE TO MEMBERS. ANY AMENDMENTS SHALL NOT APPLY TO ANY CLAIM OR CONTROVERSY FOR WHICH A MEMBER HAS PROVIDED COMPANY WRITTEN NOTICE PRIOR TO THE EFFECTIVE DATE OF THE AMENDMENTS.

MEMBERSHIP ELIGIBILITY

The Program is open to U.S. residents. Membership is limited to individuals only and is limited to one (1) account per individual. Membership is not available to corporations, businesses, charities, partnerships, enterprises or anyone other than an individual, unless written approval is received in advance from the Company, which the Company can grant or deny in its sole and absolute discretion. All current employees, distributors, endorsers, institutional accounts or commercial business accounts of the Company are ineligible to participate in the Program.

MEMBERSHIP ENROLLMENT

Qualified individuals can enroll by creating a Retail or Preferred Customer account at advocare.com using a current, valid email address. The Member must provide complete, accurate information when creating an account. The Company reserves the right to refuse membership to any customer who does not follow the enrollment procedures or provides false or unverifiable information. Member should promptly advise Company of any changes to their personal account contact information, such as name, address, telephone number(s) and/or email address, by visiting [My Customer Service Help Center](#) or by contacting Customer Service at 1.800.542.4800.

PROGRAM COMMUNICATIONS

Company will communicate with Members about marketing via mail, email, SMS and other channels, including about special Member promotions, offers and more. Company will also use these channels to communicate the Member's tier status, notify Member of eligibility for a benefit, communicate Program changes and more. Please note that even if you opt out of receiving marketing or promotional communications, Company may continue to send you non-marketing or non-promotional emails, such as those about your account or our ongoing business relations.

DATA PRIVACY

See information about Company's [Privacy policy here](#).

RETURNS

Merchandise returns must be made in accordance with Company's return policy available [here](#). Upon the return of an item, the amount spent applied to Program Level status for the original purchase will be deducted from the Member's account.

ELIGIBLE PURCHASES

Purchases of merchandise, after promotional offers have been applied, before taxes and shipping charges have been applied, made at [advocare.com](#), count toward your Program tier status. The amount of a purchase made with store credit as method of payment will not be applied to Tier Level earnings. Additional items may be excluded from Tier Level accumulation at the sole discretion of Company.

TIER STATUS

Program tier status is based solely on a customer's total dollar spent on [advocare.com](#) for AdvoCare products (excluding tax and shipping charges). The threshold for each Tier is as follows:

- Tier 0 – Base tier
- Tier 1 INSPIRED-- \$250
- Tier 2 IN LOVE -- \$750
- Tier 3 OBSESSED -- \$1500

Once you've achieved a Tier, you must then spend the amount of that Tier's threshold over the next 12-month period to maintain that Tier Status. (Ex. You achieve Tier 1 on May 1st. You must then purchase \$250 of product from AdvoCare before May 1st of the next year to maintain your Tier 1 status).

For more information on Program tiers, see the FAQs below.

RIGHT TO REVOKE

Company reserves the right to revoke the membership of any Member in the Program and/or revoke any or all benefits the Member may be entitled to, if in the sole and absolute discretion of Company, a Member abuses any of the Program privileges, fraudulently uses the Program, fails to comply with these Terms and Conditions or otherwise earns benefits through deception, forgery and/or fraud.

PROGRAM BENEFITS AND DETAILS

Redeemable points are awarded for eligible purchases according to the Program tier level. For current information on the details outlining the requirements, benefits and/or limitations of the Program tiers, go to advocare.com/rewards.

EXPIRATION OF POINTS

Any and all accumulated points under the Program shall expire if more than 365 days pass without activity on the account.

NO TRANSFER OF BENEFITS

Program benefits may not be transferred, purchased, sold, assigned, auctioned or traded, including, without limitation, by death or as part of a domestic relations matter. Any attempt to breach or circumvent this provision is void, and also results in termination of the Member account, retroactive to the date of the improper action. Doing so will void the Member account. Benefits have no cash value and are not exchangeable for cash.

TAXES

Member is responsible and liable for any applicable federal, state or local income, sales, use or other taxes which may result from Member's participation in the Program.

NO WARRANTY

Company and each of its respective subsidiaries, divisions, and affiliate entities, along with each such Company's respective officers, directors, employees, and agents make no warranty, express or implied, including but not limited to, any warranties of merchantability or fitness for a particular purpose with respect to the Program or any products or services related to such Program.

GOVERNING LAW

These Terms and Conditions, the relationship between you and the Company, and Company's MY ADVOCARE REWARDS loyalty program, and any disputes arising out of or relating thereto (including any claims or causes of action) shall be governed by, construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict of law provisions. Should any conflict exist between these Terms and AdvoCare's general Terms and Conditions, these Terms shall control with respect to matters concerning the MY ADVOCARE REWARDS Loyalty Program.

MANDATORY ARBITRATION OF ALL DISPUTES. NO CLASS ACTIONS.

ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR COMPANY'S MY ADVOCARE REWARDS LOYALTY PROGRAM, INCLUDING CLAIMS SOUNDING IN TORT, CONTRACT, AND/OR STATE OR FEDERAL STATUTES, SHALL BE RESOLVED BY BINDING AND CONFIDENTIAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS THEN-EXISTING COMMERCIAL ARBITRATION RULES BEFORE A SINGLE ARBITRATOR. THE ARBITRATION SHALL BE CONDUCTED IN COLLIN COUNTY, TEXAS, WHICH SHALL BE THE EXCLUSIVE LOCATION OF THE ARBITRATION ABSENT AGREEMENT BY THE PARTIES OR EXTRAORDINARY CIRCUMSTANCES. THE ARBITRATOR'S AWARD SHALL BE BINDING, CONCLUSIVE, AND NON-APPEALABLE. UNDER THIS AGREEMENT, COMPANY AND MEMBER UNDERSTAND AND AGREE THAT THEY ARE GIVING UP THEIR RIGHT TO A COURT OR JURY TRIAL. COMPANY AND MEMBER FURTHER AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. NOTWITHSTANDING THE FOREGOING, THIS ARBITRATION PROVISION SHALL NOT APPLY IF MEMBER HAS IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE ANY COMPANY INTELLECTUAL PROPERTY RIGHTS, IN WHICH CASE COMPANY MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF TEXAS. MEMBER CONSENTS TO EXCLUSIVE JURISDICTION AND VENUE IN THESE COURTS.

IF ANY MEMBER INITIATES LITIGATION OUTSIDE OF ARBITRATION IN VIOLATION OF THE PROVISIONS OF THIS SECTION, AND UPON DEMAND BY COMPANY FAILS TO SUBMIT THE MATTER TO ARBITRATION, THE MEMBER SHALL BE LIABLE TO COMPANY FOR ALL COSTS, EXPENSES, AND LEGAL FEES INCURRED IN COMPELLING ARBITRATION OF THE MATTER.

TO THE EXTENT THIS ARBITRATION PROVISION OR ANY PORTION THEREOF IS DETERMINED TO BE IN VIOLATION OF, OR UNENFORCEABLE TO ANY EXTENT UNDER, ANY STATE OR FEDERAL LAW, THE PARTIES AGREE THAT SUCH PROVISION OR PORTION IS SEVERABLE AND MAY BE REVISED TO BE CONSISTENT WITH APPLICABLE LAW, AND TO EFFECTUATE TO THE MAXIMUM EXTENT POSSIBLE THE TERMS AND INTENT OF THIS PROVISION.

RELEASE OF LIABILITY AND LIMITATION ON DAMAGES

YOU RELEASE COMPANY AND ITS RESPECTIVE SUBSIDIARIES, DIVISIONS, AND AFFILIATE ENTITIES, ALONG WITH EACH SUCH COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO YOUR MEMBERSHIP OR PARTICIPATION IN THE PROGRAM OR THESE TERMS AND CONDITIONS. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR PUNITIVE DAMAGES FOR ANY REASON, INCLUDING BASED ON CLAIMS OF NEGLIGENCE OR GROSS NEGLIGENCE ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO MEMBERS' PARTICIPATION IN THE PROGRAM. THIS APPLIES EVEN IF FORESEEABLE OR EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

INTELLECTUAL PROPERTY

All Program design, text, graphics, logos, images, titles, phrases and product names and the copyrights, trademarks, service marks, trade and/or other intellectual property in such materials are owned and/or properly licensed by Company and may be registered in the United States and internationally.

CONTACT US

If you have questions let us help you! We are available Monday - Friday from 9:00 am to 5:30 pm CT at 1.800.542.4800 or visit our [website](#).

By signing up and participating in the MY ADVOCARE REWARDS Loyalty Program, I agree to AdvoCare's PRIVACY POLICY, these TERMS, and AdvoCare's general TERMS. You may [UNSUBSCRIBE](#) to emails at any time, and simply choose not to redeem any points accrued.