



## **Return (Satisfaction Guarantee) and Resignation Policies (US)**

Excerpted from the AdvoCare Policies, Procedures & Compensation Plan – Effective August 01, 2018

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### **CHAPTER 9: RETURNING OR EXCHANGING PRODUCTS**

#### **9.1 Return or Exchange Policies for Orders through AdvoCare: Distributors, Preferred Customers, or Registered Retail Customers (Satisfaction Guarantee)**

If an AdvoCare Distributor, Preferred Customer, or Registered Retail Customer is not completely satisfied with the Products they purchased from AdvoCare (via AdvoCare website, Will Call, or, AdvoCare Customer Service), they may request a refund or exchange within thirty (30) days from the date of purchase by returning the unused portion of the Product back to AdvoCare. The refund or exchange amount is based upon the price paid at the time of sale, sales tax (if applicable), and shipping costs.\* Product refunds are made in the same form of payment as the Product purchase. Product exchanges will be for Product(s) of equal or lesser value of the price paid at the time of sale.

*\*Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$75, but no less than the current standard flat shipping rate.*

To be entitled to a refund, the following requirements must be met:

- (1) The returned Products must be accompanied by a Returned Merchandise Authorization (RMA) number provided by AdvoCare Customer Service and an inventory list of the Product(s) returned;
- (2) The returned Products must appear on the individual's order history; and
- (3) The returned Products must have been purchased within thirty (30) days preceding the date of the return.

Returned Product that does not meet the criteria listed above shall not be eligible for a refund or exchange. All Product returned to AdvoCare shall be retained by AdvoCare, regardless of whether the return meets the criteria for receiving a refund or exchange.

##### **9.1.1 Distributor Return Policy for Sales Aids**

Sales aids such as IMPACT Magazine, Solutions for Your Success DVD, and other training materials for purchase from AdvoCare are eligible for a refund if purchased within thirty (30) days preceding the date of the return with proof of purchase from AdvoCare. A record of the purchase must also be reflected in the Distributor's order history.

#### **9.2 Retail Customer Return Policy for Purchases Direct from a Distributor (Satisfaction Guarantee)**

A Retail Customer who purchases directly through a Distributor is entitled to a refund on any Product purchased in the last thirty (30) days. Distributors must refund a Retail Customer's money immediately if asked to do so. After issuing a refund to a Retail Customer, Distributors must return the unused portion of the Product along with a copy of the Retail Sales Receipt and a completed Retail Customer Product



Return form in order to receive a replacement for the Product from AdvoCare. Retail Customer Product Return forms are available online by logging on to your Distributor Website or in person at the AdvoCare Will Call desk. Distributors must request the replacement Product within thirty (30) days of the refund.

If a Retail Customer calls AdvoCare Customer Service to request a refund for Product sold by a Distributor, AdvoCare will notify the appropriate Distributor. If the Distributor fails to refund the Retail Customer within ten (10) days, then that Distributor is in violation of these Policies.

#### **9.2.1 Retail Customer's Right to Cancel a Transaction**

A Retail Customer may cancel a transaction, without any penalty or obligation, within THREE (3) BUSINESS DAYS from the date of the Retail Sales Receipt.

If a Retail Customer cancels a transaction, any payments made by the Retail Customer as part of the sale shall be returned within TEN (10) BUSINESS DAYS following receipt by the seller of the cancellation notice.

If a Retail Customer cancels a transaction, he or she must make available to the Distributor at the Retail Customer's residence, any Products delivered to the Retail Customer as part of this sale, in substantially as good condition as when received, or the Retail Customer may comply with the instructions of the Distributor regarding the return shipment of the goods at the Distributor's expense and risk. If the Retail Customer makes the Products available to the Distributor and the Distributor does not pick them up within twenty (20) days of the date of the Notice of Right to Cancel, the Retail Customer may retain or dispose of the goods without any further obligation. If the Retail Customer fails to make the goods available to the Distributor, or if the Retail Customer agrees to return the goods to the Distributor and fails to do so, then the Retail Customer remains liable for the Product.

To cancel a transaction, the Retail Customer must mail or deliver a signed and dated copy of the Retail Receipt or any other written notice, or send a certified letter, to the Distributor at the address on the front of the Retail Receipt NOT LATER THAN MIDNIGHT OF THE 3RD BUSINESS DAY.

#### **9.3 Exclusions from Return and Exchange Policies**

Only Products and sales aids purchased directly from AdvoCare, a Distributor Website, or a Distributor are eligible for a refund or exchange. Products purchased on any non-AdvoCare website (i.e., eBay, Amazon, or Craigslist) are not eligible for a refund from AdvoCare. Due to the fact that AdvoCare cannot guarantee the authenticity, freshness, safety, or quality of Products sold by unauthorized sellers of its Products, such Products are not eligible for AdvoCare's Satisfaction Guarantee. Merchandise, print materials, and other sales aids purchased through third parties are excluded from refund by AdvoCare.

Product returns or exchanges made for the purpose of maximizing compensation, qualifying for discount levels, incentives, bonuses, or pin level advancement are prohibited. AdvoCare may refuse to issue a refund if it finds in its sole discretion that any of the conditions in this section have been met.

#### **9.4 Adjustments for Refunds**

The returning of Product purchased by you, your Retail Customers, Preferred Customers, and your downline can reduce your compensation, pin level or discount level, Overrides, Leadership



Bonuses, and/or other incentives earned previously from the initial selling of that returned Product. AdvoCare will adjust compensation or advancement, deducting any amounts owed as a result of the returned Product from any compensation payable to the Distributor, and/or any incentives for which the Distributor no longer qualifies.

## **CHAPTER 14: RESIGNATION OF A DISTRIBUTOR**

### **14.1 Resigning Your Distributorship**

A Distributor may resign his or her Distributorship at any time by submitting a signed Resignation Form (available on the Distributor Website or by contacting Customer Service). If a Distributorship has an Applicant and a Co-Applicant, the Resignation Form must be executed by both parties unless one party desires to continue the Distributorship. If only one party (either Applicant or Co-Applicant) wishes to resign, that party needs to submit a Resignation Form to have his or her name removed from the account. Distributors who resign are not eligible to re-enroll as a Distributor for a period of six (6) months following the date of resignation (exceptions apply if you are a resigning spouse, see Chapter 5.2). However, a resigning Distributor may enroll as a Preferred Customer without a waiting period, provided that they are in good standing and meet the requirements of the Preferred Customer Program.

### **14.2 Refunds Associated with a Resignation or Cancellation**

Distributors who choose to resign or otherwise cancel their Distributorship may be entitled to receive a refund for the cost of his or her Distributor Kit, plus shipping and handling\*, sales tax (if applicable)\*\* as well as a refund or credit for the unused portion of Products purchased from AdvoCare. To be entitled to a refund, the following requirements must be met:

- (1) Products must be returned to AdvoCare at the time the Resignation Form or Returned Product Inventory Form is submitted;
- (2) Returned Products must be accompanied by a Returned Merchandise Authorization (RMA) number provided by AdvoCare Customer Service and an inventory list of Product(s) returned; and
- (3) Returned Products must also appear in the order history of the Distributor to be eligible for a refund.

Any Product returned that does not meet the criteria listed above shall not be eligible for a refund. All Product returned to AdvoCare with a resignation or inventory return shall be retained by AdvoCare, regardless of whether the return meets the criteria for receiving a refund.

Unless specifically traceable from the order history, the refund amount is based upon the retail price at the time the Product is repurchased minus the applicable Distributor discount, plus shipping and handling\* and sales tax (if applicable).\*\* Product refunds are processed in the same form of payment as the Product purchase. If the credit card used for the purchase is no longer valid, AdvoCare will refund any amount owed with a check. Any funds owed to AdvoCare at the time of resignation will be deducted from any potential refund or compensation. Compensation includes any commission, Override, Leadership Bonus, or other bonus or incentive.

*\*Refunded shipping costs are calculated as the lesser of 5% retail value of the items returned or \$75, but no less than the current standard flat shipping rate.*

*\*\*This requirement is not applicable to residents of Maryland, Wyoming, Georgia, Massachusetts and Puerto Rico.*

