

JAFRA REWARDS PROGRAM - Terms & Conditions

Effective date: May 01, 2024

Terms & Conditions (“Terms”) govern the JAFRA Rewards Program (the “Rewards Program”) and our and your respective rights and obligations with respect to your enrollment, membership, and participation in the Rewards Program as a JAFRA Independent Consultant. These Terms supersede all previous terms and conditions applicable to the Rewards Program. To the extent there is a conflict between these Terms and any of our other terms and conditions, these Terms will control with respect to any question or dispute concerning the Rewards Program. By participating in the Rewards Program, you agree to these terms, our website [Terms of Service](#), and our [Privacy Policy](#).

THIS AGREEMENT INCORPORATES BY REFERENCE OUR [TERMS OF SERVICE AND YOUR JAFRA CONSULTANT AGREEMENT](#), WHICH INCLUDES AN ARBITRATION AGREEMENT, JURY TRIAL WAIVER, AND A CLASS ACTION WAIVER THAT AFFECT YOUR RIGHTS. PLEASE SEE THE ARBITRATION SECTION IN THE TERMS OF SERVICE DOCUMENT FOR MORE INFORMATION.

1. About the JAFRA Rewards Program; Eligibility

The JAFRA Rewards Program allows our JAFRA Independent Consultants to accumulate points monthly based on metrics such as monthly personal sales, monthly order activity, sponsoring, and growing your team. These points can be redeemed for a number of items available through the JAFRA rewards Points Program.

2. Points Program

a. Earning Points

Points can be earned by any JAFRA Independent Consultant, and begin accumulating as soon as the JAFRA Independent Consultant begins conducting any points eligible business activities. For more information on the details of the Rewards Program, please visit our website, [jafra.com](#). Full details can also be found in the Purple Guide on [jafra.com](#).

Points earned in the prior month will be reflected in the points dashboard on [jafra.com](#) by the third business day of the following month. To view your points balance, please visit your JAFRA reports on [jafra.com](#).

b. Redeeming Your Points

Any JAFRA Independent Consultant may redeem their points once they have accumulated enough points for the redemption of a gift. When a JAFRA Independent Consultant is ready to redeem their points, they must navigate to [jafra.com](#), select the tile on the homepage

indicating JAFRA REWARDS POINTS, and once on the points page, select the points level that contains the gift they wish to redeem. Once you click on the level you wish to access, you will be redirected to our third-party vendor's website (Snappy). Snappy will exclusively manage the gift redemption and delivery process. Any troubleshooting or concerns regarding gift redemption must be addressed directly with Snappy by visiting Snappy.com/support.

c. *Point Validity and Expiration; Active Account Required*

Points are valid for 12 months from the month that points are earned for as long as a JAFRA Independent Consultant's account is active. Consultants and/or Leaders must have an active account in good standing with JAFRA to earn and redeem points. If JAFRA Independent Consultant's account goes inactive from four months without a retail order, the Consultant or Leader will forfeit their points. If for any reason a JAFRA account is deactivated, closed, or terminated, the Consultant or Leader will forfeit their points.

3. General Program Terms

a. *Limits*

JAFRA points accumulated through any activities or transactions are not redeemable for cash or any monetary value. Points are intended solely for use within the specified rewards or incentive program and cannot be exchanged for currency.

Points cannot be transferred between JAFRA Consultants or Leaders and may only be used by the individual to which they were originally awarded. If it is determined that points were earned or accumulated through fraudulent or unethical activities, including but not limited to manipulation of sales, transactions, or other account activities, the company reserves the right to adjust or revoke any points earned, or remove access to the points program.

b. *Adjustment of Points*

Points awarded in connection with purchases, sales, or other activities may be subject to adjustment or reversal in the event of returned items or instances of account manipulation. This includes, but is not limited to, situations where:

Returned Items: Points may be deducted or adjusted in the case of returned or refunded items that were originally used to earn points.

Account Manipulation: If it is determined that points were earned or accumulated through fraudulent or unethical activities, including but not limited to manipulation of sales, transactions, or other account activities, the company reserves the right to adjust or revoke any points earned.

c. *Gift Substitutions*

JAFRA reserves the right to substitute any gift with an item of equal or greater value based on availability. Gift colors, styles, and designs may vary from those shown in images. All gifts are subject to change without notice. While we make every effort to provide the exact items listed, substitutions may be necessary due to stock availability, seasonal variations, or unforeseen circumstances. Please note that while we strive to keep our gift inventory as accurate as possible, products may be out of stock or unavailable. Product availability is subject to change.

d. *Program modification or termination*

JAFRA reserves the right to change, modify, or discontinue these Terms, the Rewards Program, and any aspect or portion thereof (including any benefits or points), in its sole and complete discretion, at any time without notice, except to the extent prohibited by applicable laws, rules, or regulations. Any changes or modifications will be effective immediately and may be posted to Jafra.com, so please check back from time to time. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in the Rewards Program following any such changes or modifications confirms your acceptance.

JAFRA reserves the right, in its sole discretion, at any time during the duration of the Rewards Program, to: (a) change the number of points awarded, or to award no points, for any particular qualifying activity; (b) offer additional or new qualifying activities for a limited time or permanently; (c) delete any or all means to earn points; (d) limit the number of times or frequency a Consultant or Leader may earn points for engaging in a qualifying activity or engaging in the activity during a specific time period; and (d) offer points earning opportunities to select groups of Consultant or Leaders.

e. *JAFRA's rights*

All determinations by JAFRA related to the Rewards Program shall be final and conclusive in each case. JAFRA's failure to enforce any of the Terms shall not constitute a waiver of the affected provision, or any other provision. Each party agrees that JAFRA will not be liable to the consultant or any third party for any modification or discontinuance of the Rewards Program. All questions or disputes regarding an individual's eligibility for and membership in the Rewards Program, the earning, crediting or use of Rewards, or a consultant's compliance with these Terms will be resolved by JAFRA in its sole discretion. JAFRA may also have other rights related to the Rewards Program as set forth in these Terms.

f. *Disclaimers*

THE REWARDS PROGRAM, INCLUDING WITHOUT LIMITATION, ALL CONTENT, FUNCTION, BENEFITS, REWARDS AND SERVICES, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND JAFRA EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES OR UNINTERRUPTED ACCESS, AND ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, COMPLETENESS, USEFULNESS, OR CONTENT OF INFORMATION. JAFRA DOES NOT WARRANT OR REPRESENT THAT ANY MATERIAL ON ITS WEBSITES REGARDING THE REWARDS PROGRAM IS ACCURATE, COMPLETE, CURRENT, RELIABLE, OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. JAFRA MAKES NO WARRANTY THAT THE REWARDS PROGRAM WILL MEET CUSTOMERS' EXPECTATIONS OR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, OR MATERIALS WHETHER ORAL OR WRITTEN, OBTAINED BY YOU THROUGH THE REWARDS PROGRAM SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. IF YOU ARE DISSATISFIED WITH THE REWARDS PROGRAM, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE REWARDS PROGRAM.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

g. Indemnification

By participating in the Rewards Program, you agree to release, defend (at our option), discharge, indemnify and hold harmless JAFRA, its affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any of them (the "Released Parties") from any damages, losses, liabilities, claims, costs, investigations, judgments, fines, penalties, settlements, interest, expenses or demands, including, but not limited to, personal injury, death, or damage to or loss of property, that directly or indirectly arise from or are related to: (a) your participation in the Rewards Program; (b) the acceptance, use, misuse or possession of any Reward; (c) your breach or anticipatory breach of these Terms; (d) your violation or anticipatory violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Rewards Program; (e) information or material transmitted through your device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (f) any misrepresentation made by you; and (g) our use of the information that you submit to us (all of the foregoing, "Claims and Losses"). You will cooperate as fully required by us in the defense of any Claim and Losses. Notwithstanding the foregoing, we retain the exclusive right to settle, compromise, and pay any and all

Claims and Losses. We reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of JAFRA. We are not responsible for technical, hardware, network connections or incomplete or delayed computer transmissions, regardless of cause.

4. Contact

If you have any questions regarding these terms or the Rewards Program, please contact us by phone at 800-852-3728 or email at jafracares@jafra.com.