

Amway Hero Awards 2019

Sponsored by Amway Corp. (“Sponsor”)

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

START/END DATES:

Entries for the Amway Hero Awards (the “Contest”) will be accepted, beginning 12:00 PM Eastern Time (“ET”) October 19, 2018 through 11:59 PM ET May 31, 2019 (the “Promotion Period”).

ELIGIBILITY:

The Contest is open to Amway North American IBOs (to include, Amway Corp., Amway Canada Corporation, Amway Dominican Republic and Amway de Puerto Rico) who are 18 years of age or older and are legal residents of the United States, Canada, the Dominican Republic or Puerto Rico and Non-Profit Entities/Partners within the United States, Canada, the Dominican Republic or Puerto Rico. The Nominator and Nominee IBO must be active and in good standing as of 12:00 PM ET, October 19, 2018 to enter and participate.

Employees, officers and directors of Sponsor and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. The Contest is governed by U.S. law and is subject to all applicable federal, state and local laws and regulations.

Members of the Judging Panel (as defined below) and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such individuals are not eligible to enter. All federal, state and local laws and regulations apply.

HOW TO ENTER:

To enter, the Nominator must prepare and submit the entry form nominating their Hero Nominee based on one of the following: Determination, Leadership, Patriotism, or Generosity.

Essays must be submitted either electronically, online at <http://www.achievemagazine.com>Promotions>Amway Hero Awards 2015> or hard copy

submissions sent to Amway, Attn: Achieve Magazine HERO, 7575 Fulton Street, East, 52-1G, Ada, MI 49355.

All Submissions must include the Nominator and Nominee IBO's names and IBO numbers, phone numbers and email addresses for both.

Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria. Enter as often as you wish but cannot nominate the same person in more than one category. In the event multiple entries are submitted for a single person, only the first received¹ will be accepted for consideration in the contest. All others will be destroyed.

Sponsor and judges reserve the right, in their sole and absolute discretion, to disqualify and reject any entries that are inappropriate for any reason, including without limitation, for containing profane or inappropriate language.

No automated entry devices and/or programs permitted, Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

By entering, each Nominator warrants and represents the following with respect to her/his Submission: (a) Nominator is the sole and exclusive owner of the Submission; (b) the Submission is Nominator's own creation and is 100% original; and (c) the Submission will not infringe on any rights of any third parties; and (d) any third party whose person or property appears in the Submission has given Nominator appropriate written consent (which shall be provided to Sponsor upon request thereof) for such person or property to be filmed and used as permitted herein.

All Submissions will become the property of Sponsor and will not be returned. By entering, Nominator and Nominee agree to the use by Sponsor and its designees of her/his name, photo and/or likeness, statements, materials and other personally identifiable information in any advertising and/or promotion in any and all media now or hereafter devised worldwide in perpetuity, without further compensation, notification or permission except where prohibited.

Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion.

REQUIREMENTS OF ENTRY SUBMISSION:

Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

¹ Date and time of receipt will be determined by the site posting date and time.

- Appears to duplicate any other submission.
- Defames, misrepresents or contains disparaging remarks about Sponsor or its products, or other people, companies or products.
- Contains trademarks, logos or trade dress (such as distinctive packaging) owned by others. For example, no hats or clothing with logos of sports teams should be worn in the photo. Be sure to remove anything within the photo area that would show a non-Amway™ product.
- Contains copyrighted materials owned by others (including but not limited to music, poems, lyrics, photographs, sculptures, paintings, and other works of art or images).
- Advertises or promotes any brand or product of any kind other than Amway™ products.
- Contains materials embodying the names, likenesses, or other indicia identifying any person who has not consented in writing to appear in the Entry, including, without limitation, celebrities and/or other public or private figures, living or dead.
- Violates or encourages the violation of any law, rule or regulation.

JUDGING:

Four finalists will be selected from the entries received during the Promotion Period, by a panel of independent and unaffiliated professionals. Each submission will be judged based on the following:

- Relevance
- Emotiveness
- Impact

The finalists will be notified of their selection by electronic mail on or around July 31, 2019. It is each Nominator's sole responsibility to notify Sponsors if she/he changes her/his contact information.

By entering the Contest, Nominators and Nominees fully and conditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

PRIZES:

Each Contest winner (Nominee) will receive a check in the amount of Ten thousand dollars (US\$10,000). All costs and expenses related to prize acceptance and use not

specified herein as being awarded are the responsibility of winner, including, but not limited to, all federal, provincial, state and local taxes (including income taxes).

Total value of Contest: US\$40,000.

Prizes are awarded “as is” with no warranty or guarantee, either express or implied. U.S. IBOs will be awarded in U.S. currency; Canadian IBOs will be awarded in Canadian currency; Dominican IBOs will be awarded in Dominican currency. Sponsor reserves the right to substitute an award of comparable or greater value, at its sole discretion. All local, provincial, state and federal taxes on awards, and other costs and expenses associated with award acceptance and use not explicitly stated herein as being provided, are the sole responsibility of individual winners. All award details are at Sponsor’s sole discretion. Limit: one (1) award per person.

WINNERS’ INSTRUCTIONS:

Winner will be required to complete and sign a Standard Release form (if Canadian) or an Affidavit of Eligibility and Liability and Publicity Release (if from the U.S.), where legal, and return it within 14 days of date of issuance. Failure to return all required documents properly completed and executed within the specified time period, Sponsor’s inability to contact a potential winner within a reasonable time period, the refusal of a prize by a potential winner, the return of any prize as undeliverable and/or non-compliance with any portion of these Official Rules (including all eligibility requirements) may result in the selected winner being disqualified, the award being forfeited, and an alternate winner being selected, at Sponsor’s discretion.

U.S. persons (including resident aliens) must complete a W-9 Request for Taxpayer Identification Number and Certification form prior to gift being awarded. This is a requirement of the Internal Revenue Service for purposes of exempting Winner from backup withholding. Under certain conditions, 28% of amounts paid to Winner would be withheld and remitted to the IRS, absent the completion of this form. Winner will not be subject to backup withholding on payments received if the correct information is provided on Form W-9. If Winner is not a U.S. person, the appropriate Form W-8 needs to be completed prior to gift being awarded.

GENERAL:

By entering, Nominators and Nominees agree (i) to be bound by these Official Rules and the decisions of the Sponsor and judges, which are final and binding in all matters, and (ii) to defend, release and hold harmless Sponsor and its parent, affiliates, divisions, subsidiaries, and advertising and promotion agencies and all of their respective officers, directors, employees, representatives and agents (collectively “Released Parties”) from and against any and all claims, actions and/or liability for injuries and/or damages of any kind sustained, in whole or in part, directly or indirectly, in connection with the Contest and/or acceptance, use, or misuse of any prize awarded.

Entries may be combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion.

Participation in the Contest and becoming eligible for the Prize constitutes each Nominator's and Nominee's perpetual permission for Sponsor to use his/her name (first name and last initial) and address (city and state), likeness, photograph, picture, portrait, voice, biographical information, entry and/or in any statements made by each winner regarding the Contest or Sponsor for public display, advertising or promotion in any form or media now known or developed in the future without notice or additional compensation, except where prohibited by law. Each Nominator and Nominee waives any right to inspect or approve any such use of his/her name and address and understands that Sponsor is relying on this consent at potentially substantial cost to Sponsor.

By participating in the Contest and being eligible for the prize, each Nominator and Nominee assigns to Sponsor any and all worldwide right, title and interest in his/her entry, including but not limited to any copyright and the right to use the entry and copies and derivatives in any manner Sponsor chooses. By making an entry, each Nominator represents and agrees that the entry was originally authored by him/her and not copied from anywhere else, that the entry is not derived from any prior work and that the assignment of the rights in the entry to Sponsor does not violate any rights of any third party or any agreement the Entrant has with any third party.

Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, delayed, misdirected, undelivered, illegible, postage due, garbled entries or other errors or difficulties of any kind whether human, mechanical, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prizes, or in any Contest-related materials. Persons who tamper with or abuse any aspect of the Contest or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify, or terminate the Contest for any reason, including, but not limited to, should any portion of the Contest be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries. If terminated, Sponsor, at their discretion, may select the potential winners from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Sponsor also reserves the right to suspend, modify, or terminate the Contest, based on events outside of Sponsor's control. In the event any dispute arises regarding the Contest, each participant agrees that such dispute shall be resolved by applying the laws of Michigan and that it shall be resolved within and by the courts of that state.

LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES

In no event will the Released Parties be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of your access to and use of the service and/or the contest, downloading from and/or printing material downloaded from any websites associates with the Contest. In no event shall the Released Parties' total liability to you for all damages, losses, or causes of action exceed \$100. Without limiting the foregoing, this Contest and all prizes are provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

ADDITIONAL TERMS:

Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed, robotic or similar means of entry are permitted. Sponsor, its affiliates, subsidiaries, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or Website. Sponsor may prohibit an Entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor's representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON, OR TO PROSECUTE SUCH PERSON, TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES; GOVERNING LAW

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Michigan, City of Grand Rapids.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MICHIGAN WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.

For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of Kent in the State of Michigan. The parties agree not to raise the defense of forum non conveniens.

USE OF DATA:

Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.amway.com>. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

WINNERS LIST:

After August 1, 2019 and until December 31, 2019, inquiries of the Winners can be directed to:

Amway Customer Service
Email: Customer.service@amway.com
Phone: 1-800-253-6500
8am – midnight, Monday – Friday, EST.
8:30 am – 5:00 pm Saturday, EST.

SPONSOR:

Amway Corp.; 7575 Fulton St E; Ada, MI; 49355-0001