

1. THESE TERMS AND CONDITIONS (“TERMS”) SET OUT THE CONTRACTUAL RELATIONSHIP BETWEEN UNICITY GLOBAL MARKETS GMBH (“UNICITY”) AND EACH UNICITY DISTRIBUTOR (REFERRED TO IN THESE TERMS AS “DISTRIBUTOR” OR “YOU”) WHO IS ELIGIBLE FOR, AND HAS REGISTERED TO PARTICIPATE IN, THE REWARD TRIP PROVIDED BY UNICITY TO DISTRIBUTORS (REFERRED TO IN THESE TERMS AS THE “REWARD TRIP”).
2. ADDITIONAL TERMS AND CONDITIONS MAY APPLY FROM TIME TO TIME IN RELATION TO SPECIFIC OFFERS, PRODUCTS AND SERVICES WHICH ARE SET OUT ON THE UNICITY WEBSITE OR WHICH WILL BE PROVIDED BY US TO OUR DISTRIBUTORS.
3. FOR YOUR OWN BENEFIT AND PROTECTION IT IS IMPORTANT THAT YOU READ THESE TERMS BEFORE REGISTERING FOR OR PARTICIPATING IN THE REWARD TRIP. WE INTEND TO RELY ON THESE TERMS AND IT IS OUR INTENTION THAT YOU WILL BE LEGALLY BOUND BY THEM. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS, PLEASE DO NOT REGISTER FOR THE REWARD TRIP.
4. BY REGISTERING WITH UNICITY TO PARTICIPATE IN THE REWARD TRIP, IN ACCORDANCE WITH THE PROCEDURE SET OUT BELOW, YOU AGREE THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM.
5. IF YOU HAVE ANY QUESTIONS ABOUT THESE TERMS OR IN CONNECTION WITH THE REWARD TRIP, PLEASE CONTACT US.
6. UNICITY ADVISES THAT YOU PRINT A COPY OF THESE TERMS SO YOU CAN REFER TO THEM IN THE FUTURE.
7. THE REWARD TRIP IS RUN BY UNICITY GLOBAL MARKETS GMBH, A COMPANY REGISTERED IN SWITZERLAND AND WHOSE REGISTERED OFFICE IS AT RIGISTRASSE 2, CH-6300 ZUG, SWITZERLAND.
8. UNICITY RESERVES THE RIGHT, ENTIRELY AT ITS SOLE AND ABSOLUTE DISCRETION, AND WITHOUT ANY LIABILITY WHATSOEVER OR HOWSOEVER ARISING:
  - 8.1. TO CANCEL THE REWARD TRIP AT ANY TIME AND FOR WHATEVER REASON UNICITY DEEMS (AT ITS SOLE DISCRETION) APPROPRIATE; OR
  - 8.2. TO AMEND OR VARY THE TERMS (INCLUDING BUT NOT LIMITED TO THE QUALIFYING CRITERIA AND/OR A DISTRIBUTOR’S ENTITLEMENT TO ATTEND THE REWARD TRIP); OR
  - 8.3. TO CANCEL OR REVOKE YOUR RIGHT TO PARTICIPATE IN THE REWARD TRIP

#### **ELIGIBILITY & QUALIFICATION:**

9. WITHOUT PREJUDICE TO THE ENTITLEMENT VESTING IN UNICITY UNDER CLAUSE 8 ABOVE, TO QUALIFY FOR THE REWARD TRIP EACH DISTRIBUTOR MUST:
    - 9.1. BE AGED 18 YEARS OF AGE OR OVER AT THE TIME OF THE REWARD TRIP;
    - 9.2. REGISTER TO PARTICIPATE IN THE REWARD TRIP (REGISTRATION DETAILS TO BE PROVIDED TO THE DISTRIBUTOR);
    - 9.3. BE A DISTRIBUTOR (AS SUCH TERM IS DEFINED BY THE POLICIES AND PROCEDURES IMPLEMENTED FROM TIME TO TIME BY UNICITY);
    - 9.4. MEET THE MINIMUM QUALIFYING REQUIREMENTS PUBLISHED FROM TIME TO TIME BY UNICITY, INCLUDING BUT NOT LIMITED TO OBTAINING THE MINIMUM NUMBER OF QUALIFYING POINTS (AS PUBLISHED BY UNICITY) (“QUALIFYING POINTS”) BY THE QUALIFYING DEADLINE (AS PUBLISHED BY UNICITY FROM TIME TO TIME); AND
    - 9.5. BE IN GOOD STANDING WITH UNICITY.
  10. PARTICIPATION IN THE REWARD TRIP IS NOT AVAILABLE TO COMPANIES, PARTNERSHIPS, UNINCORPORATED ASSOCIATIONS OR SIMILAR ENTITIES.
  11. PARTICIPATION IN THE REWARD TRIP IS OFFERED AT OUR DISCRETION AND WE MAY (AT OUR DISCRETION) REFUSE PARTICIPATION TO ANY APPLICANT.
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12. QUALIFYING POINTS DO NOT HAVE A CASH VALUE, CANNOT BE SOLD, AND CANNOT BE EXCHANGED OR TRANSFERRED.
13. A DISTRIBUTOR WHO MEETS THE QUALIFYING CRITERIA AS SET OUT IN CLAUSE 9 MAY BE ENTITLED TO BRING AN ACCOMPANYING PERSON. SUCH AN ACCOMPANYING PERSON CAN ONLY BE A SPOUSE, LIFE PARTNER OR RELATIVE OF THE DISTRIBUTOR, AND WILL SPECIFICALLY EXCLUDE ANY OTHER UNICITY REGISTERED DISTRIBUTOR WHO HAS NOT QUALIFIED FOR THE REWARD TRIP.
14. A DISTRIBUTOR CAN ONLY QUALIFY FOR THE REWARD TRIP ONCE, AND IS NOT ENTITLED TO TRANSFER ANY EXCESS QUALIFYING POINTS OR ANY QUALIFYING POINTS OBTAINED FROM A SEPARATE DISTRIBUTORSHIP WHETHER OR NOT OWNED BY THE DISTRIBUTOR, TO ANY OTHER DISTRIBUTOR OR PERSON.
15. UNICITY IS NOT RESPONSIBLE FOR ARRANGING OR FUNDING THE COST OF THE ENTRY DOCUMENTATION (INCLUDING ANY VISA OR OTHER DOCUMENTATION) WHICH A DISTRIBUTOR MAY BE REQUIRED TO OBTAIN IN ORDER TO ENTER THE COUNTRY IN WHICH THE REWARD TRIP IS BEING HELD. IT IS THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE DISTRIBUTOR TO ARRANGE SUCH DOCUMENTATION AND THE DISTRIBUTOR SHALL HAVE NO CLAIM AGAINST UNICITY FOR FAILURE TO BENEFIT FROM THE REWARD TRIP AS A RESULT OF NOT BEING ENTITLED (FOR WHATEVER REASON) TO ENTER THE RELEVANT COUNTRY.

## FLIGHTS

16. STRICTLY SUBJECT TO THE DISTRIBUTOR MEETING THE MINIMUM QUALIFYING CRITERIA ESTABLISHED IN CLAUSE 9, THE DISTRIBUTOR MAY BE ENTITLED TO ADDITIONAL BENEFITS, WHICH MAY INCLUDE CERTAIN FUNDS IN RESPECT OF THE COST OF A FLIGHT TICKET. UNICITY MAY (AT ITS SOLE DISCRETION) REIMBURSE THE DISTRIBUTOR FOR THE COST OF THE FLIGHT TO THE RELEVANT REWARD TRIP. THE AMOUNT AND TIME OF THE REIMBURSEMENT SHALL BE DETERMINED ABSOLUTELY BY UNICITY. UNICITY SHALL NOT BE OBLIGED TO REFUND OR REIMBURSE THE DISTRIBUTOR FOR THE COST OF A FLIGHT WHICH UNICITY DEEMS TO BE EXCESSIVE. THE DISTRIBUTOR SHALL BE RESPONSIBLE FOR ARRANGING ITS OWN FLIGHT TICKETS AND SHALL NOT HAVE ANY CLAIM AGAINST UNICITY IN THE EVENT THAT THE DISTRIBUTOR IS UNABLE TO ATTEND THE REWARD TRIP FOR WHATEVER REASON, INCLUDING FAILURE TO OBTAIN FLIGHT TICKETS.
17. UNICITY SHALL NOT BE LIABLE AS A RESULT OF ANY LOSS (FINANCIAL OR OTHERWISE) ARISING AS A RESULT OF THE FLIGHT BEING CANCELLED.
18. UNICITY WILL NOT REIMBURSE ANY DISTRIBUTOR FOR THE COST OF ANY FLIGHT TICKET UNLESS THE DISTRIBUTOR PROVIDES TO UNICITY COPIES OF FLIGHT DETAILS AND INVOICES AND/OR RECEIPTS IN RESPECT OF THE FLIGHT. ANY SUCH REIMBURSEMENTS WILL BE IN EURO. ANY REIMBURSEMENT SHALL NOT BE GRANTED UNTIL AFTER THE RELEVANT REWARD TRIP HAS ENDED. IF THE DISTRIBUTOR CANCELS THE TRIP FOR WHATEVER REASON THEN UNICITY SHALL BE ENTITLED TO RECOUP FROM THE DISTRIBUTOR THE COST OF THE REIMBURSEMENT.

## REWARD TRIP BENEFITS:

19. THE REWARD TRIP BENEFITS ARE AS SET OUT ON INFORMATION PUBLISHED FROM TIME TO TIME BY UNICITY.
  20. ANY ADDITIONAL COSTS NOT PROVIDED FOR IN THE REWARD TRIP BENEFIT CRITERIA ARE THE SOLE RESPONSIBILITY OF THE DISTRIBUTOR.
  21. UNICITY RESERVES THE RIGHT TO BOOK A HOTEL OF ITS CHOICE. HOTEL ACCOMMODATION IS PROVIDED ON A STRICTLY SUBJECT TO AVAILABILITY BASIS AND UNICITY SHALL NOT BE HELD LIABLE IN THE EVENT THAT THERE IS INSUFFICIENT HOTEL ACCOMMODATION.
  22. DISTRIBUTORS AND (WHERE APPROPRIATE) GUESTS OF THE DISTRIBUTOR MUST PROVIDE THEIR OWN TRAVEL INSURANCE FOR THE DURATION OF THE REWARD TRIP, AND SHALL PROVIDE UNICITY WITH A COPY OF SUCH TRAVEL INSURANCE IF THEY ARE REQUESTED TO DO SO.
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23. IF AN ADDITIONAL HOTEL ROOM IS REQUIRED BY THE DISTRIBUTOR, ANY SUCH ADDITIONAL ROOM MUST BE FUNDED BY THE DISTRIBUTOR AND IS AT ALL TIMES SUBJECT TO AVAILABILITY. IF AVAILABLE, UNICITY WILL USE ITS REASONABLE ENDEAVOURS (BUT SHALL BE UNDER NO OBLIGATION) TO PROCURE A DISCOUNT ON THE PRICE OF THE ROOM. THE DISTRIBUTOR BEARS THE RISK THAT THE ADDITIONAL ROOM WILL NOT BENEFIT FROM A DISCOUNT AND MAY HAVE TO PAY THE FULL PRICE REQUIRED BY THE HOTEL.

### **COSTS**

24. YOU ARE RESPONSIBLE FOR THE COST OF THE FOLLOWING EXPENSES INCURRED DURING THE REWARD TRIP:
- 24.1. ALL "FREE-TIME" OR "OPTIONAL" ACTIVITIES OR TOURS, PHONE CALLS, LAUNDRY AND ANY OTHER HOTEL SERVICES OR OFFERS INCURRED BY YOU;
- 24.2. THE COST OF TRANSPORTING, ACCOMMODATING OR FEEDING FAMILY MEMBERS;
- 24.3. TRANSPORTATION TO EVENTS NOT ORGANIZED BY, OR APPROVED BY, UNICITY; AND
- 24.4. ANY OTHER COSTS WHICH UNICITY DEEMS TO BE NOT ASSOCIATED WITH THE REWARD TRIP.

### **TRANSFER TO/FROM THE HOTEL**

25. UNICITY MAY (AT ITS DISCRETION AND WITHOUT ANY OBLIGATION) PROVIDE TRANSPORT FROM THE AIRPORT TO THE HOTEL.
26. IN THE EVENT THAT YOU DO NOT RECEIVE WRITTEN NOTICE THAT TRANSPORT WILL BE PROVIDED, YOU ARE OBLIGED TO MAKE YOUR OWN TRAVEL ARRANGEMENTS TO AND FROM THE HOTEL AT WHICH THE REWARD TRIP IS TAKING PLACE. ADVANCE INFORMATION OF WHICH HOTEL HOSTS THE REWARD TRIP WILL BE PROVIDED TO YOU.
27. YOU MUST PROVIDE UNICITY WITH DETAILS OF THE FLIGHT NUMBER AND ARRIVAL TIME.

### **HOTEL ACCOMMODATION**

28. UNLESS OTHERWISE SPECIFIED, UNICITY WILL BOOK THE HOTELS FOR THE DURATION OF THE REWARD TRIP.
29. UNICITY WILL NOT BE RESPONSIBLE FOR ANY ROOM SERVICE COSTS, WHICH MUST BE PAID FOR BY YOU. WE RESERVE THE RIGHT TO SEEK REIMBURSEMENT (INCLUDING COSTS, CHARGES AND INTEREST) FOR ANY ROOM SERVICE COSTS PAID ON YOUR BEHALF.
30. UNICITY WILL NOT BE RESPONSIBLE FOR THE ARRANGEMENT OR COST OF ANY ADDITIONAL NIGHTS STAYED AT THE REWARD TRIP HOTEL. YOU ARE SOLELY RESPONSIBLE FOR SUCH COSTS AND UNDERTAKE TO INDEMNIFY UNICITY AGAINST ANY CLAIMS OR LOSSES ACCRUING AS A RESULT OF YOUR PERSONAL ARRANGEMENTS WITH THE HOTEL.

### **EXCURSIONS / EVENT AGENDA**

31. THE DISTRIBUTOR MUST PROVIDE UNICITY WITH NOTICE, BEFORE THE REWARD TRIP, IF IT DOES NOT INTEND TO PARTICIPATE IN ANY EXCURSIONS AND/OR EVENTS.
32. IN THE EVENT THAT A DISTRIBUTOR CANCELS THE TRIP AFTER QUALIFYING TO ATTEND THE REWARD TRIP, THE DISTRIBUTOR WILL BE LIABLE FOR THE FULL COSTS AND EXPENSES INCURRED BY UNICITY.
33. DISTRIBUTORS (OR THEIR DOWNLINE DISTRIBUTORS AND/OR CUSTOMERS) WHO ORDER PRODUCTS DURING THE QUALIFICATION PERIOD AND SUBSEQUENTLY RETURN EXCESSIVE AMOUNTS (AS DETERMINED BY UNICITY IN ITS SOLE AND ABSOLUTE DISCRETION) SHALL NOT BE ENTITLED TO ATTEND THE REWARD TRIP OR, IF SUCH PRODUCTS ARE RETURNED AFTER THE REWARD TRIP, SHALL BE LIABLE TO PAY THE FULL COST OF THE REWARD TRIP. UNICITY RESERVES THE RIGHT TO RECOVER SUCH COSTS IN WHAT EVER MANNER IT CONSIDERS APPROPRIATE, INCLUDING BUT NOT LIMITED TO THE WITHHOLDING COMMISSIONS DUE TO YOU.
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34. UNICITY, AT ITS ABSOLUTE DISCRETION SHALL BE ENTITLED TO EXCLUDE ANY DISTRIBUTOR FROM BENEFITING FROM THE REWARD TRIP IN THE EVENT THAT IT TRANSPIRES THAT ANY DISTRIBUTOR HAS ACQUIRED REWARD POINTS IN A MANNER WHICH UNICITY DEEM TO BE UNACCEPTABLE, TO INCLUDE (BUT IN NO WAY BEING LIMITED TO) BUYING PRODUCTS IN SUFFICIENT VOLUME FOR QUALIFICATION.

**CANCELLATION:**

35. IF A DISTRIBUTOR NOTIFIES UNICITY THAT THEY WILL NOT BE ATTENDING THE REWARD TRIP THE DISTRIBUTOR SHALL BE RESPONSIBLE FOR ALL THE COSTS AND EXPENSES INCURRED BY UNICITY IN RELATION TO THEIR BENEFITS IN ASSOCIATION WITH THE REWARD TRIP, SUBJECT TO THE FOLLOWING:
- 35.1. IN THE EVENT THAT THE HOTEL IS ABLE TO RESELL THE ROOM AT AN AMOUNT EQUAL TO OR GREATER THAN THE RATE AGREED, THE AMOUNT WILL BE REFUNDED TO THE DISTRIBUTOR.
- 35.2. UNICITY RESERVES THE RIGHT TO CHARGE ALL OTHER COSTS IN RELATION TO THE REWARD TRIP (ACCORDING TO THE AGENDA) TO THE DISTRIBUTOR.
- 35.3. UNICITY SHALL BE ENTITLED TO DEDUCT OR OFFSET THE EXPENSES INCURRED BY UNICITY FROM ANY SUMS DUE TO DISTRIBUTORS BY WAY OF COMMISSION.
- 35.4. A DISTRIBUTOR WHO CANCELS THE REWARD TRIP DUE TO EXTREME CIRCUMSTANCES (AS DETERMINED BY UNICITY IN ITS ABSOLUTE DISCRETION, BUT TO INCLUDE AND NOT BE LIMITED TO SERIOUS ILLNESS) SHALL BE ENTITLED TO TRANSFER THEIR REWARD POINTS TO A SUBSEQUENTLY HELD REWARD TRIP. TO BENEFIT FROM THIS EXTENSION, THE DISTRIBUTOR MUST PROVIDE UNICITY WITH A MEDICAL STATEMENT FROM THE DISTRIBUTOR'S DOCTOR OR ANOTHER FORM OF PROVEN EVIDENCE OF SERIOUS ILLNESS. DISTRIBUTORS SHOULD NOTE THAT ANY DEFERRAL IS STRICTLY SUBJECT TO THE DISTRIBUTOR ACHIEVING THE SAME RANK IN THE PERIOD UP TO THE NEXT REWARD TRIP.
36. IF THE DISTRIBUTOR CANCELS ANY ACTIVITY WHICH THE DISTRIBUTOR (OR GUEST) HAS ELECTED TO PARTICIPATE IN DURING THE REWARD TRIP, THE DISTRIBUTOR MUST PAY THE FULL EXPENSE OF THAT ACTIVITY.

**LIABILITY & OWNERSHIP:**

37. ALL RIGHTS OF TITLE TO AND PROPERTY IN REWARD POINTS, REMAINS WITH UNICITY AT ALL TIMES AND NEVER PASSES TO THE DISTRIBUTOR.
38. RISK (FOR EXAMPLE, THEFT OR UNAUTHORISED OR FRAUDULENT REDEMPTION) ASSOCIATED WITH REWARD POINTS PASSES TO THE DISTRIBUTOR AS SOON AS REWARD POINTS ARE RECORDED ON THE DISTRIBUTOR'S ACCOUNT, OR OTHERWISE AWARDED TO THE DISTRIBUTOR. UNICITY IS NOT LIABLE FOR UNAUTHORISED OR FRAUDULENT REDEMPTIONS ARISING DUE TO THE ACTIONS OF THE DISTRIBUTOR OR THE FAILURE BY THE DISTRIBUTOR TO ADHERE TO THESE TERMS.
39. BY ACCEPTING TO PARTICIPATE IN THE REWARD TRIP, YOU HEREWITH AGREE TO RELEASE UNICITY GLOBAL MARKETS GMBH, ITS PARENT COMPANY, AFFILIATED AND SUBSIDIARY COMPANIES, THEIR OFFICERS, DIRECTORS, AND EMPLOYEES FROM LIABILITIES OF ANY NATURE, INCLUDING PERSONAL INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM THE ACCEPTANCE OF AND PARTICIPATION IN THE REWARD TRIP. YOUR STATUTORY RIGHTS ARE NOT AFFECTED.
40. UNICITY WILL NOT ACCEPT LIABILITY FOR DAMAGES OF ANY NATURE SUSTAINED BY ANY DISTRIBUTOR, SPOUSE OR PARTNERS OF DISTRIBUTORS OR ACCOMPANYING PERSONS, OR LOSS OF, OR DAMAGE TO THEIR PERSONAL PROPERTY.

**TAX:**

41. YOU WILL BE RESPONSIBLE FOR APPLICABLE FEDERAL, STATE AND LOCAL TAXES, FEES AND ANY ADDITIONAL CHARGES ASSOCIATED WITH, OR ARISING IN CONNECTION WITH THE REWARD TRIP.
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## REPRESENTATIONS:

42. UNICITY MAKES NO REPRESENTATIONS AS TO ANY INCOME, USE, EXCISE OR OTHER TAX LIABILITY OF DISTRIBUTORS AS A RESULT OF THEIR PARTICIPATION IN THE REWARD TRIP. SUCH A TAX LIABILITY MAY ARISE, FOR EXAMPLE, IF A DISTRIBUTOR OBTAINS THE REWARD TRIP A RESULT OF BUSINESS EXPENDITURE. DISTRIBUTORS ARE ADVISED TO CHECK WITH THEIR ACCOUNTANT OR TAX ADVISER FOR FURTHER INFORMATION.
43. THE DISTRIBUTOR IS SOLELY RESPONSIBLE FOR ANY TAX LIABILITY INCURRED AS A RESULT OF PARTICIPATION IN THE REWARD TRIP.

## GENERAL:

44. THESE TERMS MAY NOT VARIED BY THE DISTRIBUTOR.
  45. UNICITY RESERVES THE RIGHT AT ANY TIME AND WITHOUT NOTICE TO MAKE ANY CHANGES IT DEEMS APPROPRIATE TO THESE TERMS.
  46. THE DISTRIBUTOR SHALL HAVE NO RIGHT OF SET-OFF AGAINST UNICITY WHATSOEVER IN RELATION TO THE REWARD TRIP.
  47. THESE TERMS SHALL BE GOVERNED BY THE LAW AND JURISDICTION OF ENGLAND AND WALES, AND UNICITY AND THE DISTRIBUTOR AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURT OF ENGLAND AND WALES.
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