

AMWAY AMPERKS CUSTOMER REWARDS PROGRAM

AMENDED TERMS AND CONDITIONS

Effective September 23, 2024

1. **Program Description.** The Amway AmPerks Customer Rewards Program (the “**Program**”) is a rewards program offered by Amway Corp. (“**Amway**”) for its registered customers located in the United States. Program members who have earned and accumulated points (“**Points**”) prior to the effective date of these Amended Terms and Conditions can redeem those Points for certain additional benefits as described in the Program.

2. **Membership.** Membership in the Program is limited to individuals only and is limited to one account per individual. By remaining enrolled in the Program, you agree to be bound by these Amended Terms and Conditions (“**Amended Terms**”). No purchase is necessary to remain enrolled in the Program. There are no participation or membership fees associated with the Program. Membership in the Program will be discontinued on January 1, 2025.

3. **Redeeming Points.** You may redeem Points at any time prior to January 1, 2025, to purchase products subject to the following: Points can be redeemed only in increments of 500 (e.g. 500, 1,000, 1,500). 500 Points is equivalent to \$5 off your purchase. There is no cap on how many Points you can redeem at one time, up to the nearest \$5 value of the total product cost of the purchase. For example, if your total product cost is \$98, you may only redeem \$95 off your purchase. You may not, however, redeem \$100 and get \$2 back in cash value.

4. **Exclusions to Redeeming Points.** Points cannot be redeemed for Partner Store purchases, or taxes or costs associated with shipping and delivery fees, service fees, handling fees, warranty replacement parts, donations, catalogs, or bottle deposit fees.

5. **No Currency Exchange.** The physical address associated with your customer account governs the value of your purchase for the purpose of determining how many Points you have earned. No currency exchange is applied to the value of your purchase.

6. **Promotional Offers.** Amway reserves the right to make other promotional offers available to Program members from time to time in its sole discretion. The terms of such promotional offers will be made available at www.Amway.com.

7. **Viewing Points.** You can view and track your current Points balance, as well as any Point activity and available rewards options, by logging into your Amway account.

8. **Return of Products.** If you return any product prior to January 1, 2025, that was purchased in whole or in part by redeeming Points, Amway will credit to your account the number of Points that were used for that purchase. If you return any product on or after January 1, 2025, that was purchased in part by redeeming Points, Amway will only refund the cash portion of that purchase.

9. **Expiration of Points.** All accrued Points in your account will automatically expire after two (2) years of inactivity or on January 1, 2025, whichever is earlier. “Inactivity”

is defined as no purchase activity during a two (2) consecutive year period, including but not limited to purchasing a product, redeeming Points, or earning Points.

10. **Communications by and with Amway and its Independent Business Owners.** By enrolling in the Program, you will automatically be subscribed to receive transactional emails about the Program, including but not limited to communications regarding Points and rewards. You may not unsubscribe from transactional emails about the Program. Amway IBOs may communicate with you with respect to the Program.

11. **Opting Out of the Program.** You can choose to opt out of the Program at any time prior to January 1, 2025. Opting out of the Program does not cancel your Amway account. If you opt out of the Program and continue purchasing products, you will not earn Points on those purchases; however, Points you earned while you were enrolled in the Program will remain available in your account until the Points expire. You will not have the ability to redeem your Points while opted out of the Program.

12. **Data Privacy.** By enrolling in the Program, you agree to be bound by Amway's Privacy Policy. Please read Amway's [Privacy Policy](#) carefully to understand how Amway collects, uses and discloses information about customers, how to update or change your personal information, and how we communicate with you.

13. **Amendments.** Amway may, in its sole discretion, alter, limit, amend or modify these Amended Terms at any time or may terminate the Program any time, by posting any such changes at www.Amway.com. The amendments or modifications to the Program that Amway may make include, but are not limited to, any of the following changes: (i) increase or decrease the number of Points required to earn a reward; (ii) increase or decrease the time period for the expiration of Points; (iii) cease providing membership benefits; (iv) change the eligibility or method of becoming a member; or (v) changes to Program rules or rewards. Electing to remain a member after a change in the Amended Terms constitutes your acceptance of the Amended Terms.

14. **Termination/Removal from the Program.** Amway reserves the right to terminate your participation in the Program based on Inactivity, or if Amway determines, in its sole discretion, that you have violated these Amended Terms or that the use of your Program account is unauthorized, deceptive, fraudulent or otherwise unlawful. In the event that your participation in the Program is terminated, all accrued Points in your account will automatically expire.

15. **Becoming an Amway Independent Business Owner.** If you choose to become an IBO in the future, upon entering into the IBO Contract with Amway, you will immediately cease to be a member of the Program, your Points will immediately expire, and these Amended Terms will not apply to you as an Amway IBO.

16. **No Cash Value of Points.** Points accrued in connection with the Program are promotional, have no cash value, cannot be transferred to anyone else, and cannot be redeemed for cash. In addition, Points are not redeemable for gift cards or for e-gift certificates.

17. **Arbitration.**

PLEASE READ THIS SECTION CAREFULLY - IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

YOU AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

17.1 Agreement to Arbitrate. Any dispute or claim arising out of or relating to these Amended Terms, the Program, or your access to or participation in the Program (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration in accordance with this Section 17.

17.2 Arbitration Procedure. The arbitration of any dispute or claim shall be initiated through JAMS and conducted in accordance with the JAMS fee schedules and rules, as modified by these Amended Terms. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com>. You and Amway agree that these Amended Terms evidence a transaction in interstate commerce and that this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act. Any arbitration will be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

17.3 Authority of Arbitrator. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Amended Terms as a court would. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and Amway.

17.4 Class Action Waiver. You and Amway agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Neither you, nor any other customer or Program member, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding. If a court or arbitrator determines in an action between you and Amway that this class action waiver is unenforceable, the arbitration agreement will be void as to you.

17.5 Jury Trial Waiver. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. If for any reason a claim proceeds in court rather than through arbitration, YOU AND AMWAY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

18. **Choice of Law**. Except to the extent that the Federal Arbitration Act applies, the formation, construction, interpretation and enforceability of the Amended Terms and all claims arising from or relating to the Amended Terms or the Program shall be governed by Michigan law,

without giving effect to any choice of law or conflicts of law rules or provisions (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan.

19. **Severability.** If an arbitrator or court of competent jurisdiction determines any portion of these Amended Terms is unenforceable in any respect, then it shall enforce the rest of the Amended Terms to the fullest extent permitted by law without affecting the enforceability of all remaining Amended Terms.