

## 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 Canada Corporation (“**Amway**”) for its registered customers located in Canada. 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. For example, if your address is in Canada and the value of your purchase is equivalent to One Canadian Dollar, you will earn two (2) Points for 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.ca](http://www.Amway.ca).

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.** Amway reserves the right to expire all accrued Points in your account after a period of 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.

**For Quebec Program members:** Amway will send you a written notice within 60 to 30 days prior to the date on which the Points expire informing you of the Points’ expiry due to inactivity and the date on which the Points expire.

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.ca](http://www.Amway.ca). The amendments or modifications to the Program (collectively, the “Changes”) 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.

**For Quebec Program members:** Amway will send you a prior written notice of the Changes, not more than 90 days and at least 60 days prior to the effective date of the Changes, setting out the Changes, to the Amended Terms and the date of the coming into force of such Changes.

14. **Termination/Removal from the Program.** Amway reserves the right to terminate your participation in the Program on the basis of Inactivity of your account, 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. **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.

16. **Choice of Law.** These Amended Terms shall be governed by and interpreted in accordance with the laws of the province in which you reside and the federal laws of Canada applicable therein. In the event of a dispute, you agree that the courts in the province where you reside are competent to hear such dispute and you agree to be bound by any judgment of that court.

17. **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.

18. **Language.** You have requested that these Amended Terms as well as any document related thereto be drawn up in the English language. *Vous avez expressément exigé que les présentes modalités ainsi que tout autre document s'y rattachant soient rédigés en anglais.*