

1st February 2024

These Terms and Conditions govern Market Partners' registration and attendance at Passport 2024 in Tulum, Mexico, scheduled to take place on 1st – 4th November 2024.

## **TERMS & CONDITIONS**

- Only Market Partners in good standing with MONAT Global Corp, MONAT Global Canada ULC, MONAT Global UK
   LTD, MONAT Global Poland sp. z o.o., MONAT Global Spain, S.L., MONAT Natural Europe Limited filialas MONAT Global Lithuania, MONAT Global Australia, PTY LTD, MONAT Global Australia PTY LTD trading as MONAT Global New Zealand, MONAT Global France, SAS, or MONAT Natural Europe Limited trading as MONAT Global Europe (collectively, "MONAT") are eligible to attend MONAT Passport 2024 Tulum (hereinafter "Passport 2024").
- In no case may a non-qualifying Market Partner be registered as an additional occupant in a qualified Market Partner's resort room. Should this be discovered, the qualifying Market Partner who registered such occupant will forfeit his or her registration fees, and both the non-qualifying Market Partner and that occupant will forfeit their right to attend Passport 2024.
- Government photo identification indicating date of birth is required for badge pickup.
- Guest registration is subject to capacity limits, and is permitted on a "first come, first served" basis.
- MONAT is under no obligation to accommodate additional guests at Market Partner functions.
- All guests are responsible for their own travel expenses, except where expressly stated as "Reward" for the respective qualification Tier.
- Excursions, some dining, and other items not expressly mentioned in the trip inclusions will be the traveller's financial responsibility, if applicable.
- No alternate compensation or accommodation will be offered in lieu of attendance. There is no cash equivalent value if
  a Market Partner cannot or does not attend, whether by choice or personal circumstances. No amounts will be paid or
  refunded if a Market Partner decides not to attend or cannot attend Passport 2024. ABSOLUTELY NO EXCEPTIONS
  WILL BE MADE.
- The Market Partner assumes all responsibility for her or his spouse, guest, or any accompanying children and releases MONAT from any liability for such spouse, guest, and children in consideration for MONAT allowing the Market Partner and any Market Partner spouse or guest to attend Passport 2024. Each Market Partner, for herself or himself, and on behalf of any Market Partner spouse or guest, releases MONAT, its officers, directors, employees, and agents from all liability arising out of or in connection with Passport 2024, and any activities in connection with Passport 2024.

- Market Partners who qualify for Tier 1 will have the option to pay to bring a non-Market Partner adult guest to share their hotel accommodation as a part of the Tier 1 award. The non-refundable guest fee of \$499.00 USD will be collected at the time of registration by credit or debit card. Airfare for registered guests is not included. Non-refundable guest fee includes: your shared hotel accommodations; all-inclusive meal package beginning with dinner on 1st November 2024 and ending with Breakfast on 4th November 2024; a guest name badge, access to General Session and Closing Reception. Not included: airfare, onsite swag, gifts, or any other Market Partner inclusion not expressly stated here. Registered guests under 18 years of age may share qualifying Market Partner's hotel accommodations in accordance with hotel policies; however, guests under 18 may not attend official events requiring registered guest credentials. **YERY IMPORTANT:** Foreign minors (non-Mexican citizens under 18 years of age) travelling to Mexico alone or with a third party of legal age (not their parents) as tourists or with a short stay for study purposes (up to 180 days), DO REQUIRE authorization or a letter of consent from their parents or guardians. Minors under the age of 18 travelling with at least one of their parents or guardians DO NOT require authorization or a letter of consent. This form can be found here: https://www.gob.mx/inm/acciones-y-programas/formato-de-salida-de-menores. The cost for triple or quad occupancy of guestrooms, if applicable and available, will be collected by the hotel upon your arrival.
- Should you choose to bring a child to Passport 2024:
  - Children are not permitted to attend any of the MONAT planned sessions, reception, or activities.
  - The cost of additional guest room occupancy is your sole responsibility and, if applicable, will be collect directly by the hotel upon check in.
  - All travel costs, including airfare and ground transportation are the responsibility of the trip earner.
  - Compliance with all laws of regulations related to international travel of minors are the traveller's sole responsibility.
- MONAT reserves the right to modify trip dates, inclusions or programme specifics at any time, and may even cancel the trip for any reason beyond the reasonable control of MONAT or the destination resort for the trip, including but not limited to "Acts of God," civil unrest, war, transportation disruption, weather, national emergency, pandemics, government action, labour strikes, or any other circumstance that MONAT or the destination resort, in their sole discretion, deem as making Passport 2024 impracticable, impossible or unsafe. Should such circumstances necessitate cancellation of the trip, MONAT shall not be liable for any damage, loss, liability, cost, or expense a Market Partner or Market Partner's spouse, guest, or children may incur, even if MONAT is advised of the possibility of such damages; nor will MONAT be obligated to reschedule Passport 2024 or provide separate or additional compensation of any kind.
- Each Market Partner who attends Passport 2024 understands that there is some danger in attending Passport 2024, and that there is the possibility of physical injury up to and including death. MONAT strongly encourages all Market Partners and their guests to remain on the resort property during Passport 2024. MONAT will not be liable for any physical injury or monetary loss that a Market Partner or a Market Partner's spouse, guest, or children may experience during the attendance of Passport 2024, in consideration of MONAT allowing the Market Partner and any Market Partner spouse, guest, or children to attend the Passport 2024. Each Market Partner, for herself or himself, and on behalf of any Market Partner spouse, guest, or children, releases MONAT, its officers, directors, employees, and agents from all liability arising out of or in connection with Passport 2024 and any activities in connection with Passport 2024. In addition, as a condition of attending Passport 2024, the Market Partner agrees to indemnify, defend and hold harmless MONAT, its parent company, its subsidiaries, and its affiliates from any and all liability arising out of the attendance of Passport 2024 by the Market Partner and the Market Partner's spouse, guest, or children, or out of any misuse of any facilities by the Market Partner or such spouse, guest or children, except to the extent such damages arise directly from MONAT's wilful misconduct.
- Without the Market Partner's release and indemnity of MONAT set forth in the paragraph above, MONAT will not allow the Market Partner or the Market Partner's spouse, guest, or children to attend Passport 2024. If the Market Partner does not agree to the terms of such release and indemnity, the Market Partner should not and may not attend Passport 2024. By attending Passport 2024, each Market Partner confirms his or her agreement to the release and indemnity language in the paragraph above. All attendees will be required to sign a waiver of liability for badge pickup.

- By attending Passport 2024, the Market Partner, on the Market Partner's behalf, and on behalf of each Market Partner's spouse, guest, or children, consents to interviews, photography, audio recording, video recording and its/ their release, publication, exhibition, or reproduction to be used for news, webcasts, promotional purposes, telecasts, advertising, inclusion on websites, or any other purpose by MONAT and its affiliates and representatives, without any further payment to the Market Partner or the Market Partner's spouse, guest, or children. Each Market Partner, on the Market Partner's behalf, and on behalf of each Market Partner spouse, guest, or children, releases MONAT, its partners and each and all persons involved from any liability connected with the taking, recording, digitizing, or publication of interviews, photographs, computer images, video, and sound recordings.
- By attending Passport 2024, the Market Partner, on the Market Partner's behalf and on behalf of each Market Partner's spouse, guest, or children, waive all rights that they may have to any claims for payment or royalties in connection with any exhibition, streaming, webcasting, television, or other publication irrespective of whether a fee for admission or sponsorship is charged, and they also waive any right to inspect or approve any photo, video, or audio recording taken by MONAT or the person or entity designated to do so by MONAT.
- Qualifiers attending Passport 2024 will be solely responsible for income taxes attributable to the noncash compensation as a result of MONAT paying for incentive trips and other noncash awards. In certain instances, the value of this incentive trip may be reported to the tax authorities in your jurisdiction in accordance with the country's applicable tax law. If and where applicable, any hotel or airfare paid by MONAT will be reported to respective tax authorities. Qualified Market Partners who register for an event and do not or cannot attend will remain responsible for the taxable value of any non-refundable costs incurred by MONAT. Examples of taxable trip value that will remain reportable even when a Market Partner is unable to attend would include: a minimum of one-night's room rate, hotel taxes, and resort fees. Non-refundable airfare paid by MONAT will be included in taxable income reporting, where applicable as defined by your country's taxation guidelines at the time of this trip.
- Prior to official notification of achievement to qualifying Market Partners, all information regarding status and qualification is unofficial and subject to change and verification by MONAT. There are several factors that may contribute to a variance in status and qualifications.
- A written invitation delivered by electronic mail or postal mail, sent from the Events Department of MONAT Global Corp, is the only form of **official notification recognised**. Phone calls, person-to-person conversations, text messages, social media posts, and e-mail or postal mail from departments other than the Events Department at MONAT Global Corp are examples of communications that would not constitute official notification of qualification.
- Market Partners qualifying for Passport 2024 may not sell, substitute, transfer, or reassign their Passport 2024 reservation.

## **CONDITIONS OF ACCEPTING AIRFARE PAID BY MONAT**

- Round-trip Air travel to the most cost-efficient of two nearby airports: Cancun International Airport (CUN) or Tulum International Airport (TQO)\* will be provided by MONAT for one (primary) Market Partner per qualifying Market Partner Identification Number (MPID), except where expressly stated as "Reward" for the respective qualification Tier.
- At the time of this document's publication, TQO Tulum Airport operates non-stop flights from the following point of origin:

o Origin Airports > Tulum Airport: Airport Code:

Country: US Atlanta Airport ATL

Charlotte Airport CLT

Dallas Fort-Worth Airport DFW

Fort Lauderdale Airport FLL

Miami Airport MIA

Orlando Airport MCO

Country: MX Mexico City Airport MEX

- Air travel must be booked at the lowest available fare, and for travel on the scheduled programme dates:  $1^{st} 4^{th}$  November 2024.
- Travelers may be asked to make up to one connection in each direction of flight should doing so result in a savings to MONAT of \$200.00 USD or greater and connection time is less than 2 hours between flights.
- If nonstop flights are available in your market, and the difference in fare is less than \$200.00 USD over the lowest available connecting flight fare, nonstop flights will be permitted.
- Any request to travel on days other than the scheduled programme dates, 1st 4th November 2024, will be subject to
  written approval by MONAT. MONAT is not obligated to cover airfare for travel on dates outside of the specified program
  travel dates.
- The Market Partner must book the airline tickets through MONAT's partner agency. Tickets booked directly with airlines, or through any other means, are NOT REIMBURSABLE.
- Checked baggage, preferred seat assignments, and other ancillary airline fees are the responsibility of the traveller.
- Once ticketed, airline change fees are the traveller's responsibility, if applicable.
- The Market Partner must depart and return to the commercial airport nearest your MPID address on file.
- Stopovers are not permitted.
- Requests to fly on specific/preferred airlines must not impact the total airfare to be paid by MONAT.
- While we understand that some Market Partners must travel a longer distance from your MPID address, MONAT will not make special accommodations for you (e.g., overnight hotel accommodations because "my flight to the destination resort is too long."). However, MONAT will not require travellers to make more than one stop in either direction, unless their city of origin necessitates a double connection due to standard airline routes. Furthermore, overnight flights will not be required as a condition of covered travel.
- Costs associated with travel delays, missed connections, weather events, or other disruptions in travel, including but
  not limited to overnight lodging in the case of missed connections, cancelled flights, early departures, negligence, and/
  or personal circumstances are the responsibility of the traveller.
- Trip insurance and permits or vaccinations needed for any layover flights in the US, or any other country are the responsibility of the traveller.