



# MONAT VIP REFER-A-FRIEND PROGRAM

TERMS AND CONDITIONS



MONAT Global

## 1. DEFINITIONS.

- a. Referring VIP Customer means any VIP Customer that refers another VIP Customer pursuant to this Agreement (the “Referring VIP Customer”).
- b. Referred VIP Customer means any customer identified by the Referral Customer pursuant to these Terms and Conditions (the “Referred VIP Customer”).

## 2. RESPONSIBILITIES.

- a. Referring VIP Customer who refers the Referred VIP Customer will receive a \$20 USD / \$25 CAD / £15 referral credit in their My MONAT account for a future Flexship order after the Referred VIP Customer joins and places their enrollment order. In order for the Referring VIP Customer to qualify for the credit, the Referred VIP Customer must be a new VIP Customer, use the existing Referring VIP Customer’s unique referral link, and make a qualifying purchase (the \$84 USD / \$110 CAD / £60 minimum minus the \$20 USD / \$25 CAD / £15 credit), and pay the \$19.99 USD / \$24.95 CAD / £18 enrollment fee.
- b. Referred VIP Customer. When the Referred VIP Customer joins as a VIP, the Referred VIP Customer will pay the VIP enrollment fee, choose products for their enrollment order (which will be shipped right away), schedule and choose products for MONAT’s convenient delivery service, the Flexship. The Referred VIP can apply their \$20 USD / \$25 CAD / £15 credit to their next Flexship order.

## 3. GENERAL TERMS AND CONDITIONS.

- a. Referring VIP Customer may not refer anyone who has an existing www.monat.com account under an alternate email address.
- b. In the event that the Referred VIP Customer cancels his/her order, the referral credit awarded to the Referring VIP Customer will be rescinded and may cause the Referring VIP Customer’s MONAT account to be negative.
- c. Referral credit cannot be applied to previous purchases, and it is not redeemable for cash.
- d. Referral credit may only be applied to qualified Flexship Order.
- e. The referral credit will be awarded to the Referring VIP Customer once the Referred VIP Customer’s order ships.
- f. The referral credit will be awarded and available to the Referred VIP Customer for use on their next Flexship Order.
- g. Referring VIP Customers may have an unlimited amount of Referred VIP Customers.
- h. Referred VIP Customers do count towards Market Partner bonuses.
- i. MONAT reserves the right to review and investigate all referral activities. Any abuse of this offer (including but not limited to, placing and/or promoting referral credits on coupon sites or other websites created to take advantage of referral traffic generated from individuals searching for coupons or other discounts), as determined by us in our sole discretion, may result in the rescission of the Referring VIP Customer’s referral credit and the Referred VIP Customer credit as well as both parties’ inability to participate in this or future promotions.
- j. This Refer-A-Friend Program is subject to modification or termination at any time without notice in our sole discretion.
- k. Referral credit will expire after 12 months after issuance.

**4. INDEMNIFICATION.** Referring VIP Customer and Referred VIP Customer agree, at their sole expense, to indemnify, defend and hold MONAT harmless from and against any and all losses, liabilities, claims, costs, fines, and damages of any type (including attorneys’ fees) arising out of, or in any way related to, the Referring VIP Customer’s breach of its obligations or any of the terms of these Terms and Conditions, and Referring VIP Customer participation in the referral program.

**5. LIMITATION OF LIABILITY.** In no event shall Monat be liable to either Referring VIP Customer or the Referred VIP Customer and/or any other person for any indirect, special, consequential or incidental loss, exemplary or other damages, whether direct or indirect, arising out of or relating to: (i) loss of data; (ii) loss of income; (iii) loss of opportunity; (iv) lost profits, (v) costs of recovery or any other damages, however caused and based on any theory of liability, including but not limited to the breach of contract, tort (including negligence), or violation of statute whether or not Monat has been advised of the possibility of such damages. Monat’s total cumulative liability arising out of this agreement shall be limited to total amount paid and owing to the sum of the amount paid to the Referring VIP Customer and Referred VIP customer during the twelve (12) months immediately preceding the incident giving rise to the liability.