

NEOSTRATA® Pro Rewards Terms and Conditions

UPDATED June 25, 2020: As of July 1, 2020, the NeoStrata® Pro Rewards program will not be accepting any new participants. Additional changes have been made these Terms and Conditions which are outlined in red below.

Overview

NEOSTRATA® Pro Rewards (the "Program") is a loyalty program sponsored by NeoStrata Company, Inc. through which individuals ("Participants" or, individually, the "Participant") can track their sales growth of NeoStrata® products and earn rewards ("Rewards") based on their sales volume and status.

Sponsor: NeoStrata Company, Inc., 199 Grandview Rd, Skillman, NJ 08558.

Administrator: Merkle Inc. ("Merkle"), 3000 Town Center, Suite 2100, Southfield, MI 48075.

A. Eligibility

The Program is only open to legal residents of the fifty (50) United States (and the District of Columbia) and Puerto Rico, who are at least eighteen (18) years old at the time of entry and who are qualified NeoStrata® Professional members. Employees of NeoStrata Company, Inc., Merkle, and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible to participate in the Program. The Program is void where prohibited. Corporations or other entities or organizations of any kind are not eligible for the Program.

In order to receive Rewards you must opt into the program (neostrataprorewards.com). Once initially opted in by the 25th of each month and based on qualifying period (defined below) for discount off total purchase price (excluding taxes) you will receive the discount in orders taking place after the 1st day of the following month. For example: if you opt in by January 20 you will see discount reflected in orders placed after February 1.

B. Timing

The Program begins at 12:00 a.m. Eastern Time ("ET") on January 22, 2019 and is scheduled to end at 11:59 p.m. ET on December 31, 2020 (the "Program Period"). There are **four (4) qualifying periods** (each a "Qualifying Period") **and one (1) final reward period**, as outlined below:

Qualifying Period	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET	Rewards Fulfillment Timing
1	July 1, 2018	December 31, 2018	See table in Section E
2	January 1, 2019	June 30, 2019	See table in Section E
3	July 1, 2019	December 31, 2019	See table in Section E
4	January 1, 2020	June 30, 2020	See table in Section E
Final Reward Period	July 1, 2020	December 31, 2020	See notes in Section E

With reasonable notice, Sponsor reserves the right, in its sole discretion, to shorten, extend, suspend, modify, or cancel the Program at any time. If Program is terminated for any reason, in Sponsor's sole discretion, each participant will receive any Rewards associated with their sales volume at the time of terminated date. Sponsor will make reasonable efforts to provide notice to Participants of changes to the Program prior to implementation. By continuing to participate in the Program, Participants agree to any changes made to the Program.

C. Account

During the Program Period, visit Neostrataprorewards.com (the "Website") and follow the links and instructions to complete and submit the registration form and create an account ("Account").

NEOSTRATA® Professionals will be asked to input a valid Medical Account Number upon registration. Only the individual named on the registration form (the "Participant") will be entitled to access Account information. Only one (1) Account per Participant; one (1) Account per practice.

D. NEOSTRATA® Product Sales

During the Program Period, Participants can visit the Website to view their NEOSTRATA® product sales progress. On or around the beginning of each calendar month, Sponsor will update each Participant's Account to display any prior month's sales volume for the current Qualifying Period (the "Current Sales"). Once a Participant sells a certain amount of NEOSTRATA products, they will be placed in a "Tier." There are five (5) Tiers, each with an associated sales volume, as outlined below:

Sales	Tier
\$1,000 - \$1,999	Bronze
\$2,000 - \$4,999	Silver
\$5,000 - \$9,999	Gold
\$10,000 - \$24,999	Platinum
\$25,000+	Diamond

"Current Tier" and "Sales Required to Qualify for their Next Tier" will also be displayed on the Website. Each Participant can log into the Website to view their sales progress. Each Participant will also receive a monthly statement email notifying them of their progress. "Current Sales" progress will be reset to \$0 after the conclusion of each Qualifying Period and each Participant will not maintain his/her Tier into subsequent Qualifying Period(s) **unless otherwise stated herein.**

Sponsor will attempt to update Participants' Accounts on a timely basis. However, each Participant shall have the responsibility of ensuring that his/her Account is properly updated. Any claim for an Account not updated accurately must be received within thirty (30) days following the Qualifying Period, or the dispute shall no longer be valid.

Sponsor reserves the right to remove any sales from a Participant's Account if it determines that such sales were obtained fraudulently. Validated sales progress already displayed in a Participant's Account that is subsequently determined to be invalid for any reason is subject to disqualification and will be removed from the Participant's Account.

E. Tiers and Rewards

1. There are various Rewards associated with each Tier, as outlined in the table below. After the conclusion of each Qualifying Period, each Participant will earn the Rewards associated with the applicable Tier. A table of the five (5) Tiers with the associated sales volume is outlined in Section D above.

	Tier					
Rewards	Bronze	Silver	Gold	Platinum	Diamond	Fulfillment Notes
Discount off total purchase price (before tax)		2%	4%	6%	10%	NEOSTRATA Customer Service Team will apply % discount off total list price on orders

						(excluding back bar products)
Free ground shipping on orders over \$750	X	X	X	X	X	NEOSTRATA Customer Service Team will apply shipping discount at order entry
Social media support	X	X	X	X	X	NEOSTRATA Business Development Executives will share social media assets with eligible accounts
Free overnight shipping on orders valued between \$250-\$1,500 (1x/quarter)			X	X	X	NEOSTRATA Customer Service Team will apply shipping discount at order entry; Business Development Executive will flag account eligibility to Customer Service
Exclusive one month first access to new products					X	NEOSTRATA Business Development Executives will share new product with eligible accounts

For the Final Reward Period, Sponsor is no longer offering the following rewards: recognition plaque; Automatic shipment of collateral when new product; and exclusive one month first access to new products.

2. In the event the Tier achieved by a Participant in Qualifying Period 4 is lower than the Tier Participant achieved in Qualifying Period 3, Sponsor will apply the higher of the two Tiers (the "Final Tier") for the Final Reward Period. For greater certainty, the discount on purchase prices and shipping rewards associated with the Final Tier will be applied throughout the Final Reward Period.

3. All Rewards earned in accordance with these Terms and Conditions shall be provided to Participants before the close of the Program Period. Subject to paragraph 8 below, under no circumstances will any Participant be eligible to receive any earned Rewards after December 31, 2020.

4. Sponsor reserves the right to modify the list of Rewards associated with any Tier at any time for any reason.
5. Rewards have no monetary value outside of the Program.
6. Physical Reward items will be delivered within the twelve (12) months following the conclusion of the applicable Qualifying Period to the residential address listed in the Participant's Account, **except for Qualifying Period 4 in which case items will be delivered prior to December 31, 2020**. Digital Reward items will be delivered by email. It is the responsibility of the Participant to be sure all contact information in his/her Account is current. Sponsor is not responsible for Rewards sent to non-current addresses, and any such Rewards will not be replaced. Physical Reward items cannot be shipped to P.O. Boxes.
7. Participants are responsible for all costs and expenses associated with use of any Reward. Rewards are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Participants may not substitute, assign or transfer a Reward or redeem a Reward for cash. All Reward details are at Sponsor's sole discretion.
8. No refunds will be provided on any Reward item. If for any reason a Reward item is received damaged, becomes unavailable, or cannot be fulfilled, Sponsor, in its sole discretion, will replace the Reward item with one of equal or greater value.
9. Gift cards, coupons and certain other types of Reward items may have additional terms and restrictions, of which Participants are responsible for making themselves aware. Additionally, gift cards and coupons should be treated by Participants like cash, and will not be replaced by Sponsor if they are lost or stolen. Participants are responsible for paying all costs and expenses that might be reasonably incurred by the Participant in receiving or using Reward items that are not specifically included with the Reward, including but not limited to taxes, non-use fees or other expenses.

F. General Terms and Conditions

1. Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses or is suspected of using the Program in a manner inconsistent with these Terms and Conditions or any federal or state laws, statutes or ordinances. In addition to suspension or discontinuance of Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action against such persons.
2. Any attempt by a person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor may seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Terms and Conditions shall not constitute a waiver of this, or any other provision.
3. All questions or disputes regarding eligibility for the Program, the availability of Rewards or a Participant's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion. By participating, Participants agree that all decisions made by Sponsor or its designated agents regarding the Program, Rewards or Participant's eligibility are final.
4. Neither Sponsor nor Merkle are responsible for any incorrect or inaccurate information supplied by Participants for the Program.
5. Participants are responsible for the payment of all taxes which may result from participation in the Program.
6. Participants are responsible for maintaining updated contact information on the Website.
7. The Program is subject to all applicable laws and regulations.
8. The Sponsor is not responsible for lost, late, stolen, misdirected or illegible mail or email.

G. Limitation of Liability

1. Merkle, Sponsor, and their respective parent companies, affiliates, subsidiaries, and promotional and advertising agencies are not responsible for any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any Website or any combination thereof. In the event that online access is temporarily corrupted and suspended, notice of such will be provided at the Website and Participants will be advised to hold Codes until such time that the Program, as originally intended, may be resumed, as determined by Sponsor in its sole discretion.

2. By participating in the Program, each Participant accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless Merkle, Sponsor and their respective parent companies, subsidiaries, affiliates, agents, promotion and advertising agencies, franchisees, and each of their respective officers, directors, employees, shareholders, and successors, assigns, and service providers from and against any claims, liabilities, damages or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.

3. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL MERKLE, SPONSOR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, FRANCHISEES, SUCCESSORS, ASSIGNS, AND SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM OR ANY PURCHASED OR REDEEMED ITEM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF MERKLE IMPROPERLY DENIES A PARTICIPANT ANY REDEEMED ITEM, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF ITEM. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

4. Merkle, Sponsor and their respective officers, directors, employees, shareholders, agents, franchisees, successors, assigns, and service providers, are not responsible for any products or services offered on the Website. TO THE FULLEST EXTENT ALLOWABLE BY LAW, MERKLE AND SPONSOR SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM.

Those include any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

5. As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item purchased therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participant's rights and obligations, or the rights and obligations of Merkle or Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

6. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.