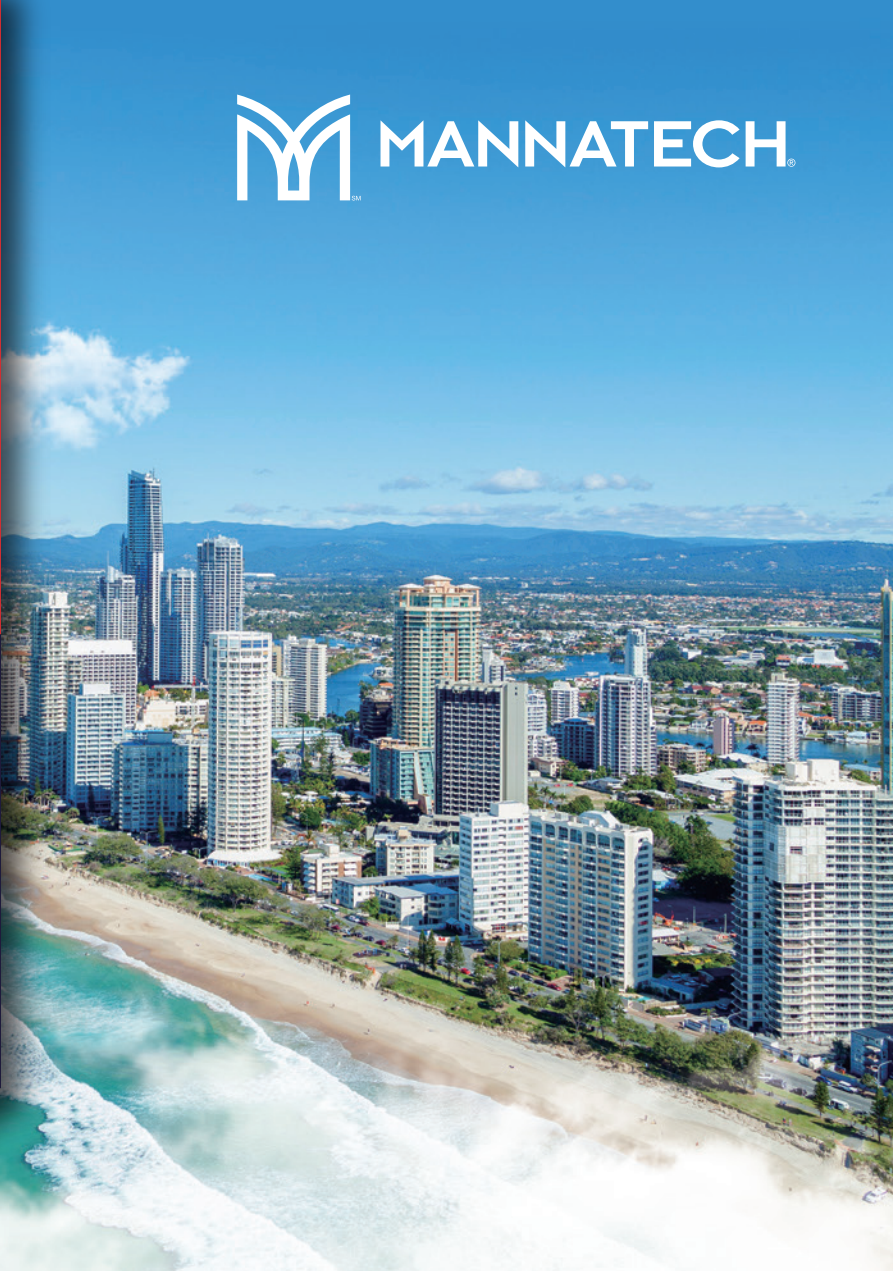


2017 Global Gold Coast Australia

Incentive Challenge Rules

Asia volume not counted toward another incentive trip
may be used to qualify for this trip in March, 2018



INCENTIVE PACKAGE:

- **5-Night Package:** Eligible Mannatech Associates may earn a trip to Australia's Gold Coast for five (5) nights. The incentive includes hotel accommodations for one qualifier and one guest for a total of 2 people. Plus airfare for two not to exceed 800.00 USD per ticket.
- **7-Night Upgrade Package:** An additional two nights at the host hotel may be earned by reaching additional Target Growth as seen in the Qualification Criteria below.



INCENTIVE CHALLENGE OVERVIEW:

1. **Challenge Period:** This 2017 Global Gold Coast Australia Incentive Challenge (the "Incentive Challenge") begins on the first day of BP5, 2017, and ends on November 30, 2017.
2. **Availability:** This Challenge is available to all Associates with Asia volume not counted toward another incentive trip.
3. **Entry:** All Active Associates or new Associates (the "Participants") who meet the Eligibility Requirements (defined below) are automatically entered into the Challenge. Participants must meet the Qualification Criteria during the Challenge Period.
4. **Qualification Criteria:** During the Challenge Period, the Participant must meet or exceed:
 - The Target Baseline Volume,
 - The applicable target growth level (the "Target Growth"), and
 - Other criteria as described herein.
5. **Gold Coast Volume:** A maximum of GPV accumulated growth and according to the maximum leg volume of 65% (before July 1, 2017) and DPV growth with the maximum leg volume of 60% (after July 1, 2017). This volume cannot be counted toward another incentive trip in any Asia market. It also excludes downline qualified Presidential Director volume.
For Example: If the growth requirement is 35,000, only 22,750 new Gold Coast Volume will count in one leg.
6. **Leadership Level:** Leadership levels are determined by the highest qualified leadership level achieved from BP10, 2016 through BP04, 2017. Qualified leaders are those who hold Mannatech leadership levels for a minimum of three BPs from BP10, 2016 through BP04, 2017. i. Example 1: If Associate is an Executive Director two times and a National Director four times during the eight BP periods referenced above, their Qualified Leadership level for purposes of this Promotion will be a National Director. ii. Example 2: Qualified Presidential Directors are Presidential Directors who have maintained Presidential Leadership level for a minimum of three BPs from BP10, 2016 through BP04, 2017.



INCENTIVE RULES:

Target Baseline Volume: The Target Baseline Volume will be the cumulative Asia GPV not counted toward any other incentive from BP10, 2016 through BP04, 2017 excluding the GPV volume of downline qualified Presidential Directors in the baseline period.

1. Process for Calculation:

- Participants must achieve their Target Baseline Volume before any Gold Coast Volume counts toward their Target Growth calculation.
- Once a Participant meets their Target Baseline Volume requirement, the difference between the Target Baseline Volume and the total Gold Coast Volume during the Challenge Period (the "Gold Coast Volume Growth") will be counted toward their Target Growth by Leg.
- Example: A Participant's Gold Coast Volume from BP10, 2016 through BP4, 2017 is 150,000. His highest qualified level achieved is National Director so the minimum requirement is to have a Target Growth of 45,000 Gold Coast Volume. To meet the Qualification Criteria for the 5-Night Package, he needs to have 150,000 Target Baseline Volume + 45,000 Target Growth = 195,000 total Gold Coast Volume from BP5, 2017 to Nov 30, 2017 with 65% of the growth in one leg.

2. 5-Night Target Growth:

New Associates:	35,000 Gold Coast Volume Growth
Regional Directors:	40,000 Gold Coast Volume Growth
National Directors:	45,000 Gold Coast Volume Growth
Executive Directors:	50,000 Gold Coast Volume Growth
Presidential Directors:	55,000 Gold Coast Volume Growth

3. 7-Night Target Growth: Meet the 5 day Target Growth above plus an additional 15,000 Gold Coast Volume Growth.

The Target Growth is:

New Associates:	50,000 Gold Coast Volume Growth
Regional Directors:	55,000 Gold Coast Volume Growth
National Directors:	60,000 Gold Coast Volume Growth
Executive Directors:	65,000 Gold Coast Volume Growth
Presidential Directors:	70,000 Gold Coast Volume Growth

4. 5-Night Award Incentive Package — Earn 100% of 5-Night Target Growth or Higher plus other requirements defined in this document.

Incentive Resort Hotel accommodations for two (2) individuals (at least one individual must be the Contest Qualifier) for five (5) nights. Round-trip coach airfare for two (2) individuals (at least one individual must be the Contest Qualifier), and round-trip airport transfers to and from the Incentive Airport and Hotel. Airline ticket vouchers will not exceed \$800 per airline ticket.

Corporate-sponsored entertainment/activities and meals.

5. 7-Night Package — Earn 100% of 7-Night Target Growth or Higher plus other requirements defined in this document.

- Incentive Resort Hotel accommodations for two (2) individuals (at least one individual must be the Contest Qualifier) for nights (7) nights.
- Round-trip coach airfare for two (2) Qualifiers and round-trip airport transfers to and from the Incentive airport and Hotel. Airline tickets will not exceed \$1,600 per airline ticket.
- Corporate-sponsored entertainment/activities and meals.
- Special recognition at the event and in corporate promotional materials.



TERMS AND CONDITIONS:

1. By entering this challenge, participants accept and agree to be bound by these terms and conditions. Furthermore, any violation of these terms and conditions by the participant may, at mannatech's sole discretion, result in disqualification. All decisions of mannatech regarding this challenge are final and binding in all respects.
2. All commissions, bonuses and earnings are earned through the sale of Mannatech products. The examples set forth in this Challenge are for illustration purposes only.
3. Only Active Associates or new Associates with a total of 800 PV during the Challenge Period in Good Standing are eligible to earn the Incentive Package.
4. Gold Coast Volume will not be considered from the result of an existing Associate sponsor transfer, override or country transfer.
5. Prior to the official notification of qualification to Participants, all qualification information provided by Mannatech is unofficial and subject to change and verification by Mannatech. If the Participant falls below the Qualification Criteria, the Incentive Package will not be awarded.
6. Mannatech assumes no responsibility for notifying Participants of any returns or cancellations within their organization that affect point totals.
7. We recommend (but do not require) that Participants keep track of their progress. Inquiries to research an account must be in writing and received by Mannatech's Incentives Department by December 31, 2017 to be considered for review. Any discrepancy received after the December 31, 2017 deadline will not be considered for approval.
8. Contest Qualifiers are not finalized until the end of the Challenge Period. All determinations/decisions are solely at Mannatech's discretion.

9. Incentive Packages are not transferable and may not be given away or sold. Incentive Packages may not be transferred to another Mannatech Associate, family member, friend, etc. Only the names on the account are eligible to redeem the trip. Business accounts must have a registered contact name.
10. Travel visas must be valid for the trip prior to the issuance of airline tickets. Mannatech will not be responsible for any travel visas for any Contest Qualifiers and his/her guest(s).
11. Product Pack Orders used to qualify for the Incentive may not be returned if the Incentive has been awarded. If products are returned prior to receipt of an award, Gold Coast Volume earned for the returned product will be deducted.
12. Only one (1) Incentive Package may be earned per Mannatech Associate. The 2017 Incentive Package will be awarded to the Participant named on the Mannatech account at the end of the Qualification Period. If the Participant has more than one account in his/her name, he or she may only qualify for one (1) package.
13. If a shared position qualifies for the Incentive Package, the joint owner of the position may be the guest. A guest, other than the joint owner, shall not be invited unless one of the joint account owners chooses not to attend.
14. Mannatech, in its sole discretion, reserves the right to substitute the 2017 Incentive Package destination for one of equal or greater value for any individual Contest Qualifier or the entire group of Contest Qualifiers.
15. Contest Qualifiers will be notified on or before December 31, 2017 at the last known email for those who have VALID email accounts on file with Mannatech. If the notification is returned as non-deliverable, the Incentive Package may be forfeited. The notifications will include a link to the registration website as well as instructions on how to complete the registration process.
16. Participants with excessive returns of products in their organization may be disqualified from the Challenge. If there are any excessive returns in the 12 months following the trip qualification that would have affected qualification for the trip or Incentive Package, then Mannatech has the right not to accept the returns and/or the Associate agrees to reimburse Mannatech for the cost of the trip or Incentive Package and any other recognition received by the Associate, at Mannatech's discretion. Mannatech reserves the right, in its sole discretion, to determine what constitutes excessive returns.
17. Participants must meet all Eligibility Requirements. Mannatech's determinations and decisions are final on all matters related to this 2017 Incentive.
18. Participants must be 18 years of age or older at the start of the Incentive Challenge Period to participate. If the Participant is under the age of 18 years old, a parent or legal guardian must also be named on the account.
19. Transfer of qualification to another country for the purpose of qualifying for this Incentive is prohibited. Only Active Associates in Good Standing during the Challenge Period and at the time the Incentive Packages are awarded are eligible to enter or receive an Incentive Package. This Challenge is void where prohibited by law.
20. Online Verification of Age will be REQUIRED prior to completion of the registration. If it is found that the Contest Qualifier was not at least 18 years of age at the start of the Challenge Period, the Incentive Package will be forfeited and may not be transferred to a legal guardian or parent.
21. An online Release of Liability must be accepted when registering in order for a resort reservation to be made and/or airfare booked. The trip will not be awarded without acceptance of the Release of Liability.
22. Registration for the Incentive, acceptance of the online Release of Liability and Online Verification of Age must be completed and submitted to Mannatech. Deadlines for this will be announced at a later date.
23. The 2017 Incentive Packages are awarded to Contest Qualifiers.
24. The 2017 Incentive Packages must be taken on the dates specified by Mannatech or it will be forfeited.
25. If the Contest Qualifier is unable to attend and/or chooses not to accept the Incentive Package earned, no cash will be awarded and the Incentive Package will be forfeited.
26. All applicable taxes are the responsibility of the Contest Qualifier. Contest Qualifier shall comply with the applicable tax laws and regulations, including any tax reporting and withholding obligations. Not-for-profit or government agencies should consult a tax attorney prior to participation. E.g., Contest Qualifiers in the United States and Canada will have the value of the package included in their 1099 and T4A (Approximate minimum value for the 5-Night Package is USD \$4,600 including Travel subsidy if applicable. Approximate minimum value of the 7-Night Package is \$6,600.) Other countries will receive tax documents as required in the local currency equivalent. If the Contest Qualifier cancels after tickets are issued and hotel rooms are booked, the Contest Qualifier will be issued a 1099 and T4A on the expenses incurred regardless if the Incentive Package is actually taken.
27. By entering, Participants consent to the use of their name and likeness for publicity and promotional purposes by Mannatech without additional compensation, unless prohibited by law.
28. Passports are required for ALL travelers regardless of age. There may be special restrictions for parents traveling with minor children. Please contact your local consulate for travel requirements.
29. Visas may be required and are the responsibility of the participants to acquire before booking travel or receiving travel reimbursement.
30. Participants' enrollments will be audited throughout the Challenge Period.
31. Mannatech reserves the right to cancel or modify this Incentive program as determined by Mannatech at its sole discretion.
32. Any indication of manipulation regarding qualification criteria will disqualify any Participant attempting to benefit from the action. This includes sponsoring manipulation, adding members and or accounts of people that do not exist, buying in volume for qualification purposes on Downline accounts and may be subject to legal and compliance review. The finding of whether manipulation exists is in the sole discretion of Mannatech.

33. Mannatech, at its sole discretion, may disqualify any Participant from participating in the Challenge, refuse to reward points and or Incentive Packages and require the return of Incentive Packages if Participant engages in any conduct Mannatech deems improper, unfair, or otherwise adverse to the operation of the Incentives or detrimental to other entrants. Such improper conduct includes but is not limited to, falsifying personal information before, during or after the Challenge Period of the Challenge and may be subject to legal and compliance review.
34. Any attempts to avoid compliance with these rules or with the Associate Agreement may result in an automatic disqualification from the contest in addition to sanctions under the Associate Agreement. If a Contest Qualifier voluntarily or involuntarily terminates his or her distributorship under the terms of the Associate Agreement before the trip, he or she will forfeit the right to an Incentive Package and may be subject to legal and compliance review.
35. Once a Contest Qualifier has registered for the trip and airfare is booked, any cancellations could forfeit his or her chance to participate in any future Mannatech Incentive programs and will forfeit his or her attendance on this trip. A cancellation will be treated as final.
36. Guests of the contest qualifier may not be a Mannatech Associate or a Mannatech Member unless they are a family member. A guest may not attend the trip without the qualifier.
37. Participants must refer to the Mannatech Compensation Plan in the Participants' market for more details.
38. Volume generated in Japan, Taiwan, and Korea will not be counted toward this incentive.



DEFINITIONS:

1. Active Associates - Associates who have a minimum order of 100 Qualifying Volume (QV) in each of the Business Periods (BP) during the Challenge Period.
2. Associate – Any independent distributor who is eligible to participate in the Career and Compensation Plan and is governed by the Associate Policies & Procedures, Career and Compensation Plan and Associate Terms and Conditions as part of her agreement with Mannatech.
3. Associate in Good Standing – an Associate who has not received a final compliance sanction precluding the Associate from participating in events and/ or receiving recognition. A “Compliance Sanction” is considered final when (1) a ruling by the Compliance Committee is not appealed or (2) when an appealed compliance matter is decided by Mannatech’s appeal panel.
4. Baseline Volume - The starting Gold Coast Volume used to calculate qualifications for the period of the Incentive. For purposes of this Incentive, the cumulative Gold Coast Volume Baseline Volume is from BP10, 2016 through BP4, 2017.
5. Business Period (BP) - For compensation distribution purposes, Mannatech divides each year into 13 four-week business periods. (A BP will change from 28 days to a calendar month beginning July 1, 2017).
6. Contest Qualifiers - An Active Associate who has met the minimum requirements of this Incentive Challenge Incentive.
7. Downline - Consists of all the Associates/Members enrolled or sponsored by an Associate/Member or by other Associates/Members in their team or organization.
8. Downline Point Volume (DPV) – Beginning July 1, 2017, Group Point Volume (GPV) is called Downline Point Volume (DPV).
9. Eligibility Requirements - Contest Qualifiers must be an Active Associate or new Associate in Good Standing. Contest Qualifiers must be 18 at the beginning of the Challenge and also meet or exceed the requirements defined in the Qualification Criteria section of this rules document.
10. Group Point Volume (GPV) - The total PPV earned from all Associates and members in your Downline, in one business period (applies until July 1, 2017, see Downline Point Volume DPV for more information).
11. Leg - A personally sponsored Associate and his or her entire Downline structure.
12. Point Volume (PV) - Points assigned to every product for the purpose of bonus qualifications.

For more details, go to Mannatech.com

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