

— VIP CUSTOMER PROGRAM

MONAT GLOBAL  
AUSTRALIA PTY LTD  
trading as MONAT  
GLOBAL NEW ZEALAND

—

VIP CUSTOMER  
AGREEMENT

Effective November 2022

MONAT Global Australia PTY LTD trading as MONAT Global New Zealand

M O N A T<sup>®</sup>

## MONAT GLOBAL CORP VIP CUSTOMER AGREEMENT

By becoming a VIP Customer with MONAT Global Australia PTY LTD trading as MONAT Global New Zealand (8287609) NZBN: 9429050250059 ("MONAT New Zealand"), and by enjoying the advantages of the VIP Customer Program, you agree to all the terms and conditions set forth below:

### 1. VIP Flexship Programme Requirements

By becoming a MONAT VIP Customer, and joining the VIP Flexship Programme, you agree to the following:

- A. Pay the NZD 32.99 Enrolment Fee;
- B. Create one enrolment order and one additional Flexship order of NZD 140 or more; and
- C. You must be 18 years or older.
- D. Reside in New Zealand or any country that MONAT has officially announced is open for business.

MONAT New Zealand reserves the right to reject any VIP Customer application and/or terminate any VIP Customer Agreement (+where acting reasonably). After becoming a VIP Customer, you may not re-sell your MONAT product purchases.

### 2. VIP Customer Programme Perks

Once an enrolment order and VIP Customer Agreement have been accepted by MONAT New Zealand, you will receive the following benefits of the VIP Customer Programme, as long as you are a VIP Customer\*:

- 15% DISCOUNT on all MONAT products
- FREE shipping on qualified orders of NZD 140 (including GST) or more
- Only For You product or alternative item included in each qualifying Flexship order and enrolment order
- Flexibility to choose different products in every order
- Birthday benefit
- Access to Flash Sales, special offers, and promotions
- Easy online ordering
- Flexible order scheduling with a Flexship order\*
- Option to upgrade to become an independent MONAT New Zealand Market Partner.

\*Flash Sales and Promotions do not count as qualifying Flexship orders. The products in Flash Sales and Promotions cannot be added to your regularly scheduled Flexship order.

### 3. "MONAT New Zealand VIP Flexship" Flexible Shipment Programme

By enrolling as a MONAT New Zealand VIP Customer via the VIP Flexship Programme you agree to the following terms:

- At the time of enrolment, you must create one Flexship order of NZD 140 or more.
- You may push out your Flexship order up to (60) days at a time.
- You can customise each Flexship order\* in your VIP Customer account page.
- All Flexship orders will be charged to your credit card or debit card on file with MONAT New Zealand. Flexship orders will be processed at 7:00 PM NZST on the Flexship ship date selected. Changes to Flexship orders can be made up until 3:59 PM NZST the day prior to the Flexship ship date. By joining the VIP Flexship Programme, you authorise MONAT New Zealand to charge your credit card or debit card for such Flexship orders.
- You may opt of the Flexship Programme at anytime within your MONAT account page.

\*Flash Sales and Promotions do not count as qualifying Flexship orders.

### 4. Changes to Flexship orders

You can edit/opt out of your Flexship order product selection, method of payment, shipment date, or shipping address one day prior to the processing date, from your VIP Customer account page or contact MONAT New Zealand Customer Care at NZMonatSupport@monatglobal.com or by calling 800-442-677.

Seven days prior to the processing date of your next Flexship Order, you will receive an automated email reminder confirming your order. Changes to your Flexship order must be made at least one day prior to the processing date.

Flexship orders cannot be scheduled or changed after the 25th of the month.

If your Flexship order is scheduled for the 1st of the month, your Only For You item will auto default.

## **5. Cancellation of VIP Customer Account**

If you wish to cancel your participation in MONAT's New Zealand VIP Customer Programme, please contact MONAT New Zealand Customer Care at NZMonatSupport@monatglobal.com or by calling 800-442-677.

You can upgrade to a MONAT New Zealand Market Partner at any time in your VIP Customer account page, by contacting your sponsoring Market Partner, or contact MONAT New Zealand Customer Care at NZMonatSupport@monatglobal.com or by calling 800-442-677. You may apply the NZD 32.99 VIP enrolment fee towards the purchase of the Market Partner Starter Kit and/or Product Pack and cancel further VIP Flexship orders without penalty, as long as you do not request to have your VIP Customer account cancelled or your VIP Customer account is not cancelled by MONAT New Zealand (where acting reasonably) before the upgrade.

## **6. Change of Sponsor**

MONAT New Zealand is a direct sales company that markets its products through Independent Market Partners ("Market Partner" or "Market Partners") and VIP Customers "enrol with" a Market Partner who is known as their "Sponsor" upon joining the VIP Programme. Your Sponsor earns commissions and bonuses from the sale of MONAT New Zealand products to VIP Customers they have sponsored. The transfer of a MONAT New Zealand VIP Customer from one Sponsor to another is not permitted except when a mistake is made in choosing the correct Sponsor while completing the MONAT online application. Errors must be reported during the initial thirty (30) day period immediately following the date of enrolment with MONAT New Zealand. Sponsor changes are not permitted after such initial thirty (30) day period. All Sponsor change requests must be approved not only by MONAT New Zealand, but also by each Sponsor affected by the requested change. To request a Sponsor correction a VIP Customer must contact Customer Service to initiate the request and review process.

## **7. Shipping**

All orders of NZD 140 or more (including GST) receive free shipping while a VIP Customer is enrolled with an active Flexship. However, if you cancel your Flexship, you will not receive free shipping on product orders. Applicable shipping charges will be added to orders below this threshold as specified when you place your order.

## **8. 30-Day Money-Back Guarantee**

MONAT New Zealand offers a 30-Day Money-Back Guarantee (less shipping charges) on all orders. If for any reason, you are not satisfied with any MONAT New Zealand product you buy, you may return the unused portion of the product to MONAT New Zealand within 30 days of your receipt of the order, for a full refund of the purchase price (less shipping charges). The enrolment fee of NZD 32.99 is refundable within 30 days of your receipt of the order. All refunds will be credited ONLY to the credit or debit card that was used to make the original purchase.

Each order confirmation email will include a sales receipt with a notice of your rights to cancel that product purchase.

## **9. Product Returns After 30 Days**

After 30 days, MONAT New Zealand offers a 90% refund of the purchase price (less shipping charges) on the return of all unopened and unused products. We will happily refund the purchase price (less shipping charges) of the returned item(s) to the original form of payment. Any returns after 90 days from when the VIP Customer receives their order, will not be accepted. The enrolment fee of NZD 32.99 is non-refundable.

## **10. Product Return and Refund Process**

Returns on eligible items are accepted from 31 to 90 days of receipt. Products must be returned unopened/unused, and in their original packaging. To return a product for a refund, you must return it directly to MONAT New Zealand and follow the steps listed below:

1. You must first obtain a Return Authorisation Number (RMA) by contacting the MONAT New Zealand Customer Support team on 800-422-677 or via email at NZMonatSupport@monatglobal.com. You will need to provide the order number and specify if requesting a full refund or partial refund.

2. Proper shipping boxes and packing materials must be used in packaging the products being returned for replacement or refunded. All returns must be shipped to MONAT New Zealand shipping pre-paid. MONAT New Zealand does not accept shipping collect packages. The risk of loss in shipping for returned products shall be on the VIP Customer returning the product. If the returned product is not received by MONAT New Zealand's Distribution Centre, it is the responsibility of the VIP Customer to trace the shipment.

3. The items must be returned to MONAT New Zealand within 90 days from the date of receipt. Please ship all items to:

MONAT Global Australia PTY LTD trading as MONAT

Global New Zealand c/o

FDM Warehousing

96 Highbrook Drive

East Tamaki, Auckland, 2031

New Zealand

The items must be unopened and unused and with packaging and labeling that has not been altered or damaged.

Any merchandise that is clearly identified at the time of sale as nonreturnable, discontinued, or as a seasonal item may not be returned for a refund.

## 11. Statutory Rights

Nothing in Section 9, Section 10, and Section 11 above affects your statutory rights under the New Zealand Consumer Guarantees Act and is not intended to limit or exclude the availability of those rights and any remedies under the New Zealand Consumer Guarantees Act when a product does not comply with a statutory guarantee.

## 12. Delays.

MONAT New Zealand shall not be responsible for delays or failure in its performance when performance is made commercially impracticable due to circumstances beyond its reasonable control. This includes, without limitation, strikes, labour difficulties, riots, war, fire, death, pandemic, curtailment of a source of supply, or government decrees or orders.

## 13. Governing Law

The laws in force in New Zealand will govern the performance and interpretation of this Agreement and your enrolment in MONAT New Zealand's VIP Customer Programme. Each of the parties irrevocably submits to the non-exclusive jurisdiction of the courts in New Zealand.

## 14. Agreement Changes

MONAT New Zealand reserves the right to change the prices of its products at any time with reasonable notice of 30 Days, but MONAT New Zealand will not change the prices of any order for which it has charged your credit card. MONAT New Zealand reserves the right to amend this Agreement in its sole and absolute discretion (where acting reasonably). MONAT New Zealand shall provide reasonable notice of the amendments to the Agreement to all VIP Customers by e-mail before the amendments take effect. Your purchase of products after the date upon which an amendment takes effect shall constitute your acceptance of the amended Agreement. Amendments shall not apply retrospectively prior to the effective date of the amendments.

## 15. Privacy

The information that you provide to MONAT New Zealand will be used to administer and manage your relationship with MONAT New Zealand as a VIP Customer including processing your orders and for general administration, marketing, statistical, and management purposes. To do this, MONAT New Zealand may pass your details to its group companies, Market Partners (including your Sponsor), and third parties who perform functions on its behalf, some of whom may be located outside New Zealand, in particular in the USA. For full details including your privacy rights, please see our Privacy Policy at [www.monatglobal.com/nz/](http://www.monatglobal.com/nz/).

## 16. Customer Status

As a VIP Customer, you do not have any rights to participate in MONAT's New Zealand's Compensation Plan; you are not considered a MONAT New Zealand Market Partner; MONAT New Zealand products are supplied to you strictly on a, not for resale basis, and you may not market or resell the products which you buy from MONAT New Zealand; you may not market the MONAT New Zealand business opportunity or attempt to recruit others, and you may not earn any commissions or bonuses under the MONAT New Zealand Compensation Plan.

**MONAT New Zealand VIP Customer Cancellation Request Form**

Please complete the form below to stop your auto-ship of the VIP Flexship Programme and/or to cancel your VIP Customer Account and send it to MONAT Customer Support by email or post.

**Customer Programme**

Note: Your cancellation request must be received by MONAT New Zealand a minimum of 3 business days before your Flexship auto-ship date. Keep in mind that we do not process Flexships after the 25th of each calendar month.

Email: NZMonatSupport@monatglobal.com

Today's Date: \_\_\_\_\_ Phone Number: \_\_\_\_\_

VIP Customer's Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**Dear MONAT New Zealand:**

By this letter, I am providing notice that I wish to cancel my VIP Account with MONAT New Zealand.

Enrolment Option - VIP Customer Program Cancellation

**Reason for Leaving**

- I upgraded to a Market Partner
- Financial Burden
- I have too much product from my previous orders
- I am not happy with the products
- Customer Service-related issues
- Other (please specify)

Check only if enrolled with Flexship Programme

- I understand that my cancellation request must be received by MONAT a minimum of 3 business days before my Flexship auto ship date.

VIP Customer's Signature:

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**FOR MONAT NEW ZEALAND USE ONLY**

Date:

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Number of Flexship orders completed:

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Last Flexship date:

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Cancellation Fees Accessed:

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Staff Signature:

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Date:

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