TERMS & CONDITIONS OF TRAVEL SEMINAR INCENTIVE 2019

1. These terms and conditions shall be applied to the Travel Seminar Incentive (hereinafter as “TSI”) plan in the DXN Marketing Plan booklet. Qualified Distributors (hereinafter as “the Qualifier”) who participate in the TSI agree to be bound by these terms and conditions including its amendments thereof and any decision made by the Company in relation to the TSI.

2. TSI is an annual event organized by the Company and is open to all DXN Distributors worldwide. Its fiscal period commences on the 1st of January and cuts off on the 31st of December of the same year.

3. Regardless of how many times a distributor has transferred his/her membership from one country to another within the qualifying fiscal period, the distributor shall only be allowed to participate in the TSI of that particular country that he/she has registered provided that he/she has registered as a member for or has transferred to that particular country for a period of not less than 7 calendar months. The Qualifier who stays continuously for 6 months with the last registered country shall be allowed to participate in the TSI of that country.

4. The Qualifier shall be deemed to have ‘waived’ his/her TSI entitlement if he/she is unable to participate in the travel seminar due to whatsoever reason upon which no subsequent claims shall be entertained.

5. Only Qualifier shall be allowed to participate in the travel seminar. TSI cannot be converted into cash or in any kind and also cannot transferred to a non-qualified distributor or to other qualified distributors.

6. The Qualifier shall be deemed disqualified if the Company has reprimanded him/her for the past or current fiscal period due to serious disciplinary offense or related matters.

7. The Company may disqualify the Qualifier who, during the current fiscal period or prior periods of the TSI, has failed to participate in the events organized by the Company including the anniversary, recognition event, TSI program, leadership camp, training and seminars, as well as any other activity organized by The Company which requires participation and promotion of the Qualifier.

8. All Qualifiers shall participate in all official programs arranged by Company in the TSI program, include but not limited to seminar, gala dinner. The Company reserves the right to disqualify any Qualifier that did not participate in the official programs during TSI in the upcoming TSI.

9. The Qualifier shall be deemed disqualified if he/she did not attend the previous travel seminar in which he/she had qualified and had confirmed his/her participation, in other words, any withdrawal to participate in the travel seminar without justifiable reasons given to the Company. The Company reserves full right to decide whether to accept or to reject the reason and the decision made is considered final.

10. A married Qualifier shall be qualified for 2 persons (with legal spouse) only to participate in the TSI by virtue of achieving the set qualification points. In such instances, a bachelor/spinster/unmarried Qualifier is restricted to single-slot participation only. DXN reserves the rights to request a copy of marriage certificate or any form of such proof from the Qualifier whenever it is required.

11. In order for bringing legal spouse, the Qualifier shall be required to top up if his/her qualifying point is less than 200% of the annual quota. The top up amount will be the difference between 200% and the qualifying percentage. For example, if the annual quota is 100,000 points, and the
Qualifier achieves 155,000 points, then the Qualifier will have to top up 45% of the total cost of the trip for bringing his/her spouse along.

12. The Qualifier shall be deemed disqualified if he/she did not submit his/her confirmed participation form together with payment if required to top-up to the DXN Company in due time as stipulated (two (2) weeks from the date the offer letter is issued).

13. The Qualifier’s unused excess points for the current fiscal period are non-transferable (from non-qualifier to the Qualifier or vice versa and also from the Qualifier to the Qualifier or non-qualifier to non-qualifier under whatsoever circumstances). It shall also not be brought forward into the next fiscal period under whatsoever circumstances.

14. The Qualifier is responsible to ensure that his/her passport has a minimum of 6 months validity period from the date of departure. All fees relating to travel documents and relating to the application of such documents including but not limited to passport must be borne by the Qualifier. The Company is not responsible in the event that the Qualifier’s visa is not obtained or approved on time, which affects the Qualifier’s participation in the travel seminar.

15. The Qualifier shall arrange for their own transportation to / and from the congregation site at their own cost. The 'congregation site' refers to the gathering point designated by the Company, e.g. international airport, harbour, bus or train terminal, etc.

16. An expectant Qualifier shall only be permitted to participate if her pregnancy progress falls on or is earlier than the 18th week on the date of departure. In the case where the Qualifier has exceeded the 18th week limit, she shall only be permitted to participate provided that she is able to produce a relevant health certificate confirming her fitness to undergo the travel. Such participation shall be subject to approval from DXN and be at her own risk.

17. The Qualifier for this travel seminar shall be participated at their own will and at their own risk regardless of the circumstances or reasons leading to their decision to participate.

18. The Qualifier shall immediately disclose to DXN regarding any pending or on going cases which involves criminal, tax or other matters that may or may not have any effect on the Qualifier’s rights to travel either domestically or internationally. Any action taken against the Qualifier by the relevant government authorities and/or its related bodies during the TSI shall be regarded as an embarrassment and detrimental to the goodwill of DXN. Breach of this term may result in disciplinary proceedings being initiated against the Qualifier and if found liable, may result in the termination of DXN membership.

19. The Company reserves the right to postpone and/or to change the travel destination due to any unexpected or prevailing circumstances (e.g. war or natural disaster). The Company also reserves the rights to extend, shorten or terminate the TSI and/or its travel without any prior notice and without assigning any reason thereof.

20. The Company reserves the right to decide on time, date, means of transport, route and time of travel, flight itinerary, lodging and other logistics (hereinafter referred to as "the Schedule of Travel"), as the Company deems fit. Any and all decisions made by the Company in regards to the Schedule of Travel is final and no further complaint shall be entertained. The Company also reserves the rights to change any or all part of the Schedule of Travel without any prior notice and without assigning any reason thereof.
21. The Company reserves the right to revise the above terms and conditions, travel seminar fare and destination without prior notice. The Company’s decision is final and no further complaint shall be entertained.

22. These terms and conditions are prepared in English and may be translated into any other languages. In the event of any conflict or inconsistency between the English version and any other language versions of the terms and conditions including its amendment thereof, the English version shall prevail.