

PaceSetter and Platinum PaceSetter Programs

Set Your Pace for Success!

Becoming a PaceSetter or Platinum PaceSetter will put you on the fast track to success in your USANA business. In addition, there are many great benefits available exclusively to Distributors who attain PaceSetter or Platinum PaceSetter status. Now is the time to hit your stride as you strive to become a member of this prestigious group.

New Distributors

To become a PaceSetter:

Within the first six Fridays after your initial enrollment, you must personally enroll **two** new Distributors who activate 1 or 3 Business Centers and remain active (100 Personal Sales Volume (PSV) points every four-week rolling cycle) for eight consecutive weeks thereafter.

To become a Platinum PaceSetter:

Within the first six Fridays after your initial enrollment, you must personally enroll at least **four** new Distributors who activate 1 or 3 Business Centers and remain active (100 PSV points every four-week rolling cycle) for eight consecutive weeks thereafter.

PaceSetter and Platinum PaceSetter membership lasts 14 months (from the Friday of qualification), at which point each member must re-qualify. Distributors must re-qualify for membership during the six-commission-week promotional period each year.

Existing Distributors

To qualify for PaceSetter status:

Within the six-week promotional period, you must personally enroll **two** new Distributors who activate 1 or 3 Business Centers and remain active (100 PSV points every four-week rolling cycle) for eight consecutive weeks thereafter.

To qualify for Platinum PaceSetter status:

Within the six-week promotional period, you must personally enroll at least **four** new Distributors who activate 1 or 3 Business Centers and remain active (100 PSV every four-week rolling cycle) for eight consecutive weeks thereafter.

Qualified vs. Finalized PaceSetter & Platinum PaceSetter Status:

Qualified: Distributors are considered qualified PaceSetters or Platinum PaceSetters once they enroll two or four new Distributors who then activate 1 or 3 Business Centers. Once "qualified," PaceSetters and Platinum PaceSetters are allowed to enjoy most of the privileges of membership including the ability to participate in contests.

Finalized: After new Distributors remain commission eligible for eight consecutive weeks and there are no returns, sponsor changes, or rules violations, then new PaceSetters and Platinum PaceSetters are considered "finalized" and will be able to receive their gift, pin, certificate, and online recognition.

PaceSetter & Platinum PaceSetter Benefits

PaceSetters receive the following:

- PaceSetter lapel pin
- Congratulatory certificate
- Specially designed PaceSetter gift (silver bracelet or business card holder with USANA and PaceSetter logos)
- Participation in some of the Platinum PaceSetter contests/promotions (Matching Bonus, Free Starter Kits, etc.)
- Special recognition at USANA events

Platinum PaceSetters receive the following:

- Platinum PaceSetter lapel pin
- Congratulatory certificate
- Specially designed Platinum PaceSetter watch (awarded at International Convention)
- Participation in special incentive programs (Matching Bonus, Free Starter Kits, etc.)
- Access to VIP room and VIP seating at International Convention
- Special badges/ribbons at International Conventions and Celebrations
- Copies or special notices on reprints or mailings
- Opportunities to participate in special incentive programs made available to Platinum PaceSetters including Free Starter Kits and Matching Bonuses

PaceSetter Qualification Rules

1. Benefits are available for 14 months from the Friday of qualification.
2. Any active Distributor (100 PSV points every four-week rolling cycle) can participate during the six-week promotional period.
3. Newly enrolled Distributors must be active for two four-week rolling cycles in order for their sponsor to qualify for and receive PaceSetter or Platinum PaceSetter recognition.
4. Prizes may vary, by market, and will ship after completion of promotion.
5. The cash value of the prize is income to the winner. All taxes, if any, are the sole responsibility of the winner.
6. No prize substitution will be allowed except at the sole discretion of USANA. Prizes are non-transferable.
7. Any sponsorship changes on account will result in disqualification from the Platinum PaceSetter contest for both Distributors. An Distributor may not "give" his or her sponsorship of a new Distributor to anyone else.
8. Only the actual sponsor of an Distributor may be listed as the sponsor.
9. Any manipulation of this contest, i.e. sponsorship manipulation, downline purchasing (placing a sales order in a Business Center other than where the sale was generated), etc., will result in disqualification from the contest, in addition to any sanctions under the Distributor Agreement.

Platinum PaceSetter Free Starter Kit (Business Development System [BDS/eBDS])

During the Promotional Period(s):

New Distributors who enroll online and activate 1 Business Center will receive a free eBDS. New Distributors who enroll online and activate 3 Business Centers will have the choice of receiving the eBDS or the printed BDS. The eBDS or BDS will be shown as a line item on the Distributor's checkout order and then followed by a rebate on the next line. The new Distributor must activate his or her 1 or 3 Business Center(s) at the time of purchase in order to receive the free Starter Kit.

Free gift awarded 1 (one) per distributorship.

Rules:

1. Any manipulation of this promotion, i.e.: sponsorship manipulation, downline purchasing (placing a sales order in a Business Center other than where the sale was generated), etc., will result in disqualification from this promotion, in addition to any sanctions under the Distributor Agreement.
2. All bonuses paid under this promotion are commissions based on actual sales. Thus, all bonuses will be adjusted from existing volume and/or subtracted from future commission checks if products that generated the bonus are returned for a refund.
3. Any breach of the Distributor Agreement and Policies and Procedures will disqualify Distributor from participation in the Free Starter Kit promotion, in addition to any sanctions under the Distributor Agreement.
4. By entering, each entrant accepts and agrees to be bound by these rules and by the decisions of USANA, which shall be final and binding in all respects. Taxes, if any, are the sole responsibility of the gift winners and the gift winners must authorize the deduction of such taxes, if any, from the gifts to the extent required by law. No substitution or transfer of gifts permitted. USANA reserves the right to substitute a gift for one of equal or greater value in the event that an advertised gift is unavailable.
5. Winner(s) will be notified by e-mail within 30 (thirty) days of the conclusion of the promotion.
6. USANA is not responsible for lost, late, or misdirected online entries or transactions, or for incorrect, inaccurate, or incomplete entry information, whether caused by a contestant, equipment, or technical malfunction or by any human error, technical error, or malfunction. USANA reserves the right to halt or modify the promotion at any time during the promotional period if events beyond their control compromise the promotion's fairness or integrity.
7. USANA, in its sole discretion, may disqualify any entrant from participating in the promotion, refuse to award points or gifts, and require the return of any gifts if entrant engages in any conduct USANA deems to be improper, unfair, or otherwise adverse to the operation of the promotion or detrimental to other entrants. Such improper conduct includes, but is not limited to, falsifying personal information required during the promotion.
8. USANA reserves the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the promotion.
9. This promotion may not be used for any form of gambling.
10. If, for any reason, the Internet portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of USANA that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this promotion, USANA reserves the right, at its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the promotion. In such event, USANA further reserves the right to award gifts to the individuals with the most points as of the termination date.
11. USANA assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to or alteration of, entries or transactions. USANA is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail entry or transaction to be received on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof, including any injury or damage to participants' or any other person's computer related to or resulting from participation or downloading any materials in this promotion.

Matching Bonus

In the Matching Bonus promotion, the sponsor may earn, in addition to a regular commission check, the duplicate amount his or her new personally sponsored Distributor earns in commission on his or her sales. Thus, if a person you sponsor generates enough SVP to earn a check, you get a matching amount for every check the new Distributor receives within the selected promotional timeframe. So, if your new Distributor earns a commission of \$100 US this week, you will also receive the \$100 US bonus on your commission check this week. The Matching Bonus money earned will be on the current week's commission check.

The newly sponsored Distributor must be entered into USANA's system during the selected timeframe to be included in this promotion. USANA will set the dates for the Matching Bonus to be earned. Sometimes it will be offered to the entire field, and other times it will be offered exclusively to qualified Platinum PaceSetters.

Rules:

1. The sponsor must be active (generating 100 PSV points every four-week rolling cycle) to be eligible for the Matching Bonus.
2. Matching Bonus is only available on regular sales commissions. This does not include the Leadership Bonus or Fast-Start Bonus.
3. If an Autoship does not process due to the Distributor and is not replaced in the same week (causing volume reinstatement if replaced during a later week), the Distributor will not qualify to participate. USANA errors will be corrected.
4. Any sponsorship changes on account will result in disqualification from the Matching Bonus for both Distributors. An Distributor may not "give" his or her sponsorship of a new Distributor to anyone else. Only the actual sponsor of an Distributor may be listed as the sponsor.
5. Any manipulation of this promotion, i.e.: sponsorship manipulation, downline purchasing (placing a sales order in a Business Center other than where the sale was generated), etc., will result in disqualification from the Matching Bonus, in addition to any sanctions under the Distributor Agreement.
6. All bonuses paid under this promotion are commissions based on actual sales. All bonuses will be adjusted from existing volume and/or subtracted from future commission checks if products that generated the bonus are returned for a refund. "Matching Bonus" will appear on the check as a line item.
7. Any breach of the Distributor Agreement and Policies and Procedures will disqualify Distributors from participation in the Matching Bonus, in addition to any sanctions under the Distributor Agreement.