

"FAVAO™ RESET CHALLENGE PROMOTION" TERMS AND CONDITIONS

These Terms and Conditions (this "Agreement") govern the XANGO FAVAO Step Forward Promotion (hereinafter the "Promotion"). The Promotion is administered by XANGO, LLC, a Utah limited liability company ("XANGO"). Participation in the Promotion subjects the participant to the terms and conditions hereof.

I. ELIGIBILITY.

The Promotion is open to adult residents (hereinafter "Participant") of the USA whose health allows them to participate in a rigorous diet and exercise program. By participating in the Promotion, the Participant fully and unconditionally agrees to accept the Terms and Conditions contained herein, which are final and binding. VOID WHERE PROHIBITED. Participant also agrees to execute a FAVAO Reset Challenge Promotion Release & Waiver form.

II. QUALIFICATION TERM

The qualification period commences on December 15, 2011 and continues through December 31, 2011 ("Qualification Term").

III. QUALIFICATION PROCESS

HOW TO QUALIFY: during the Qualification Term, an entrant must meet the following initial qualification criteria to be considered eligible for selection to participate in the Promotion.

- a. Complete the FAVAO Reset Challenge Online Entry Form (at www.xango.com or www.favao.com) and submit it to XANGO with your profile picture and three "before" pictures, showing your full body from the front, back and side. By submitting these photos you are consenting to their public display for purposes of the Promotion.
- b. "Like" the FAVAO Wellness Facebook page ("FAVAO Facebook Page") located at www.facebook.com/favaowellness. Pledge your wellness goal on the FAVAO Facebook Page. Your wellness goal must receive at least 50 "likes" during the Qualification Term.
- c. Once an entrant has met the initial qualification criteria, XANGO will consider various factors, such as the entrant's number of votes, "before" pictures, measurements, wellness goal, etc. in determining, in its sole discretion, whether to invite the entrant to be a Promotion Participant.
- d. XANGO will announce the final Participants on the FAVAO Facebook Page on January 11th.
- e. Meeting the initial qualification criteria does not guarantee that an entrant will be selected by XANGO as a Promotion Participant. Many will qualify, only a few will be selected.

IV. PROMOTION TERM.

The Promotion commences on January 14, 2012 and continues through April 7, 2012 (may be hereinafter referred to as the "Promotion Term.") The Promotion is not a part of the XANGO compensation plan, but a limited time promotion as outlined herein.

V. HOW TO PARTICIPATE AND WIN

HOW TO PARTICIPATE: Participants are expected to:

- a. Purchase the FAVAO program and supplements and commit to strict adherence to the program as described in the FAVAO program booklet.
- b. Work weekly with a trainer, supplied by XANGO, either by phone or via Skype.
- c. Use the supplied flip camera to chronicle their progress on video and post on the FAVAO Facebook Page weekly.
- d. Submit to the trainer weekly personal measurements, photos, and video, which will be posted on the FAVAO Facebook Page by the trainer or XANGO.
- e. Report weekly their progress, feelings, experiences, and any other interesting information on the FAVAO Facebook Page.
- f. XANGO will determine, in its sole discretion, the extent to which a Participant has complied in good faith with the participation requirements. Failure to comply will result in not being considered to win.

PRIZES: Prizes will be awarded to the top three Participants, as chosen by XANGO in its sole discretion. Prizes will include a makeover package including, but not limited to, a salon experience and wardrobe.

VI. PROGRAM TERMINATION

XANGO may terminate the Promotion at any time with or without notice.

VII. RELEASE AND LIMITATIONS OF LIABILITY

BY PARTICIPATING IN THE PROMOTION, PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS XANGO AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATED COMPANIES AND AGENTS (COLLECTIVELY THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF PARTICIPATION IN THE PROMOTION: A) UNAUTHORIZED HUMAN INTERVENTION IN THE PROMOTION; B) TECHNICAL ERRORS RELATED TO COMPUTERS, SERVERS, PROVIDERS OR TELEPHONE OR NETWORK LINES; C) PRINTING ERRORS; D) ERRORS IN THE ADMINISTRATION OF THE PROMOTION; E) INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPANT'S IN THE PROMOTION. PARTICIPANT FURTHER AGREES THAT IN ANY CAUSE OF ACTION, THE RELEASED PARTIES LIABILITY SHALL BE LIMITED TO THE COST OF PARTICIPATING IN THE PROMOTION, AND IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE FOR ATTORNEYS FEES. PARTICIPANT WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES.

VIII. GOVERNING LAW

Except where prohibited, Participant agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion shall be resolved under the laws of the State of Utah, without respect to any conflict of law issues and Participant agrees

that such shall be resolved individually, without resort to any form of class action, and with exclusive jurisdiction in the State of Utah.

IX. BINDING ARBITRATION

Any controversy or claim arising out of or relating to these Terms and Conditions or the Promotion shall be settled by the arbitration of one (1) arbitrator which shall be administered by the American Arbitration Association subject to the Utah Rules of Civil Procedure and under the American Arbitration Association Commercial Arbitration Rules where they do not conflict with the Utah Rules of Civil Procedure, and judgment on the award rendered by the arbitrator may be rendered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude XANGO from seeking any injunctive relief in State or Federal courts for protection of their intellectual property rights.

X. CHANGES TO THIS AGREEMENT

XANGO may change the terms of these Terms and Conditions at any time by notifying Participants of such change in writing on the designated website above. Any change shall take effect immediately from the date of XANGO's notice.

FAVAO™ Reset Challenge Promotion Release, Indemnification and Waiver of Liability

ALL PARTICIPANTS (HEREINAFTER REFERRED TO AS "Participants") IN THE XANGO FAVAO RESET CHALLENGE PROMOTION AND ANY RELATED EVENTS (HEREINAFTER REFERRED TO AS THE "Promotion") ARE REQUIRED TO ASSUME ALL RISK OF PARTICIPATION IN THE PROMOTION BY AGREEING TO THIS RELEASE, INDEMNIFICATION, AND WAIVER OF LIABILITY AGREEMENT.

Indemnification; General Release. By participating in this Promotion you agree on behalf of yourself and your personal representative, heirs, executors, spouse, children, administrators, agents, assigns and others ("Releasers") to indemnify and hold XANGO harmless from any and all injuries, the contraction of any illness, or any medical condition that might result, and agree to waive, release and forever discharge XANGO (and XANGO's affiliates, founders, officers, directors, employees and agents ("Releasees")) from any and all claims or causes of action arising out of the participation in the Promotion and any negligent acts or omissions of XANGO. This waiver and release of all liability includes, without limitation, all losses, injuries, illness or any medical condition that may occur as a result of (a) your own actions, inactions, or negligence; (b) the actions, inactions or negligence of XANGO or others.

Talent Release. I hereby consent to the use of my name, my voice, my likeness, in photographs, audio, film and videotape recordings, in the Promotion created by the XANGO and by all its affiliates, licensees and/or assigns, associated with XANGO. I also give permission to XANGO, to juxtapose any part of the film or videotape,

photographs or audio recordings with any other film or videotape, change the sequence of events or of any questions posed and/or answers, and make any other changes that XANGO and XANGO's agents deem appropriate. I also consent to the reproduction of my likeness in photographs, audio, film and videotape recordings, and on the internet for any uses and for the purposes of sale, promotion, instruction, rental or free distribution of copies of the Promotion on videotape cassettes/DVDs, over the internet or other formats. I further consent to the distribution of the Promotion by all the methods agreed to here and by any other methods within and outside of the United States. I understand that I will not be compensated in any way for this consent, nor for the use of my likeness in photographs, audio, film and videotape recordings of the Promotion.

Fitness to Participate. The Participant represents and warrants that he/she is in good physical condition and is able to safely participate in the Promotion. The Participant is fully aware of the risks and hazards inherent in participating in any diet and exercise routine and, knowing the risks associated with the Promotion, hereby elects to voluntarily participate. The Participant hereby assumes all risks of loss(es), damage(s), or injury(ies) that may be sustained by him/her while participating in the Promotion. Participant represents that he/she has no known medical conditions which prohibit participation in the Promotion.

Accuracy of Information. The Participant warrants that during the course of the Promotion all statements made, photos, measurement and other information submitted to XANGO, posted on any website, or otherwise conveyed, will be true and correct and understands that XANGO will rely on them in allowing the Participant to participate in the Promotion.

Applicable Law; Consent to Jurisdiction. By completing the event registration, both Participant and Releasees agree that the statutes and laws of the State of Utah, without regard to the conflict of laws principles thereof, will apply to all matters relating to this Promotion or this Release, Indemnification, and Waiver of Liability Agreement. Participant agrees that exclusive jurisdiction for any dispute with Releasees resides in the courts of the State of Utah and Participant further agrees and expressly consents to the exercise of personal jurisdiction in the courts of the State of Utah in connection with any dispute including any claim involving Releasees.

Severability. If any provision of this Release, Indemnification, and Waiver of Liability shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.