

## **"XANGO LOYALTY REWARD 2010 PROMOTION" TERMS AND CONDITIONS**

These Terms and Conditions (this "Agreement") govern the XanGo Loyalty Reward 2010 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 all XanGo distributors in good standing (hereinafter "Participating Distributor") in Australia and New Zealand. By participating in the Promotion, the Participating Distributor fully and unconditionally agrees to accept the Terms and Conditions contained herein, which are final and binding. VOID WHERE PROHIBITED.

### **II. Promotion TERM.**

The Promotion commences on February 1, 2010 and continues through December 31, 2010 (may be hereinafter referred to as the "Term.") The Promotion is not a part of the XanGo compensation plan, but a limited time promotion as outlined herein.

### **III. REWARD AND HOW TO PARTICIPATE**

Participating Distributors, who qualify under the terms herein, are eligible to participate in the PROMOTION which entitles them, based on their adherence to the terms herein, to the following Reward (the "Reward") as follows:

#### **REWARD:**

Each Participating Distributor who qualifies under the terms and conditions herein will receive a credit of \$150.00 for use in purchasing non-PV item(s) through XanGo customer service.

#### **HOW TO PARTICIPATE:**

- a. To qualify for the Reward, Participating Distributor must during the Term:
  - Enroll in and/or remain active on 100 PV ADP for six (6) consecutive months; and
  - Personally sponsor six (6) new distributors that each make a minimum initial order of 100 PV or more; and
  - Attend at least three (3) XanGo opportunity meetings.
- b. The terms ADP, PV, distributor, personally sponsored and any undefined terms herein shall be understood and construed as set-forth and used in XanGo's current Policies and Procedures and compensation plan.
- c. XanGo reserves the right to withhold or deny the Reward based upon Participating Distributor's non-compliance with XanGo policies and procedures.
- d. The Promotion's end date is December 31, 2010.
- e. At anytime XanGo retains the right to disqualify a Participating Distributor for what XanGo views as disreputable or adverse behavior.
- f. Rewards may only be achieved through the sales/purchases of XanGo products as

outlined in the compensation plan and in XanGo's policies and procedures and not for recruitment alone.

#### IV. PROGRAM TERMINATION

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

#### V. SUBJECT TO THE XANGO POLICIES AND PROCEDURES AND DISTRIBUTOR APPLICATION AND ADP TERMS AND CONDITIONS

The Participating Distributor is subject to XanGo's Policies and Procedures and is also subject to the Distributor Application and ADP Terms and Conditions.

#### VI. RELEASE AND LIMITATIONS OF LIABILITY

BY PARTICIPATING IN THE PROMOTION, PARTICIPATING DISTRIBUTORS 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 DISTRIBUTOR'S PARTICIPATION IN THE PROMOTION. PARTICIPATING DISTRIBUTOR 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. PARTICIPATING DISTRIBUTOR WAIVES THE RIGHT TO CLAIM ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, PUNITIVE, CONSEQUENTIAL, DIRECT OR INDIRECT DAMAGES.

#### VII. GOVERNING LAW

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

#### VIII. 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.

#### IX. CHANGES TO THIS AGREEMENT

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