

"EUROPE ALL STARS PROMOTION" TERMS AND CONDITIONS

These Terms and Conditions (this "Agreement") govern the "Europe All Stars Promotion". The "Europe All Stars Promotion" is administered by XanGo, LLC, a Utah limited liability company ("XanGo"). Participation in the "Europe All Stars Promotion" subjects the Participant to the terms and conditions hereof.

Go to www._____ for details.

I. ELIGIBILITY.

The "Europe All Stars Promotion" is open to all XanGo distributors in good standing (hereinafter "Participating Distributor") in Europe. By participating in the "Europe All Stars 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. EUROPE ALL STARS PROMOTION TERM.

The "Europe All Stars Promotion" commences on February 1, 2009 and continues through August 31, 2009 (may be hereinafter referred to as the "Term.") The "Europe All Stars Promotion" is not a part of the XanGo compensation plan, but a limited time promotion as outlined herein.

III. HOW TO QUALIFY FOR ALL STARS STATUS:

- a. To qualify for All Stars status, Participating Distributor must qualify as a new 5K, as outlined in XanGo's compensation plan; and
- b. Participating Distributor must sponsor a total of three (3) new distributors on 200 PV ADP, as outlined in XanGo's compensation plan in three separate downline legs; and
- c. Participating Distributor must qualify as a 5K, as outlined in XanGo's compensation plan, for three (3) consecutive months and no more than fifty percent (50%) of the Participating Distributor's 5K volume can come from any one (1) downline leg.
- d. A Participating Distributor may also qualify for All Stars status by qualifying as a new 20K, as outlined in XanGo's compensation plan; and
- e. Participating Distributor must personally sponsor one (1) new 5K in a new downline leg; and
- f. Participating Distributor must qualify as a 20K, as outlined in XanGo's compensation plan, for three (3) consecutive months.
- g. A Participating Distributor may also qualify for All Stars status by qualifying as a new Premier Select, as outlined in XanGo's compensation plan, and must be paid as a Premier by August 31, 2009.
- h. XanGo reserves the right to confirm that actual rank advancements were achieved accurately and on time and according the compensation plan (outlined in XanGo's policies and procedures) requirements.
- i. XanGo reserves the right to withhold or deny All Stars status based upon Participating Distributor's non-compliance with XanGo's policies and procedures.

- j. The XanGo Europe All Stars Promotion's end date is August 31, 2009.
- k. At anytime XanGo retains the right to disqualify a Participating Distributor for what XanGo views as disreputable or adverse behavior.
- l. All Stars status may only be achieved through the sales/purchases of XanGo products as outlined in the compensation plan, rank advancement, and ADP requirement sections in XanGo's policies and procedures and not for recruitment alone.

IV. ALL STARS STATUS REWARDS

- a. Participating Distributors who qualify as a new 5K and meet the conditions for qualifying for All Stars status set forth above will receive:
 - * One (1) coach class round trip flight to Salt Lake City for the XanGo 2009 annual convention; and
 - * One (1) convention registration for the 2009 XanGo annual convention.
- b. Participating Distributors who qualify as a new 20K and meet the conditions for qualifying for All Stars status set forth above will receive:
 - * One (1) coach class round trip flight to Salt Lake City for the XanGo 2009 annual convention; and
 - * One (1) convention registration for the 2009 XanGo annual convention.
 - * Four (4) consecutive nights hotel accommodations, at a hotel of XanGo's choosing, for the 2009 XanGo annual convention.
- c. Participating Distributors who qualify as a new Premier Select and meet the conditions for qualifying for All Stars status set forth above will receive:
 - * Two (2) coach class round trip flight to Salt Lake City for the XanGo 2009 annual convention; and
 - * Two (2) convention registration for the 2009 XanGo annual convention.
 - * Four (4) consecutive nights hotel accommodations, at a hotel of XanGo's choosing, for the 2009 XanGo annual convention.
- d. Participating Distributor must redeem the reward prior to the conclusion of the 2009 XanGo annual convention.
- e. Rewards may only be achieved through the sales/purchases of XanGo products as outlined in the compensation plan and ADP requirement sections in XanGo's policies and procedures and not for recruitment alone.
- f. Participating Distributors bear the sole responsibility for obtaining their individual passport and entrance visas. If the Participating Distributor is unable or unwilling to meet passport and visa requirements, XanGo shall provide an equivalent prize (in value) as determined by XanGo.

V. PROGRAM TERMINATION

XanGo may terminate the "Europe All Stars Promotion" at any time with or without notice.

VI. 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.

VII. RELEASE AND LIMITATIONS OF LIABILITY

BY PARTICIPATING IN THE EUROPE ALL STARS 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 EUROPE ALL STARS 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.

VIII. 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 "Europe All Stars 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.

IX. BINDING ARBITRATION

Any controversy or claim arising out of or relating to these Terms and Conditions or the "Europe All Stars 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 Distributors of such change in writing on the designated website above. Any change shall take effect immediately from the date of XanGo's notice.