

## VEMMA EUROPE Customer Loyalty Program Official Rules

The Promotion is organized by Vemma Europe Limited a company incorporated under the laws of Ireland, with its registered office in Ireland at The Harbour, Kilcock, Co. Kildare, Ireland, Company ID Number: 423877, VAT Number: IE 9568766K. The program period runs from July 1, 2012, through December 31, 2012. The program is open to Brand Partners and Customers residing in Europe (enrollees residing in the USA, Canada, Asia, Africa, and Mexico enrollees will not be considered qualifiers for this program for the European enrollers). Neither Brand Partners nor Customers cannot combine their efforts for the benefit of a single membership.

To be eligible for this Program, Brand Partners and Customers must be in good standing in accordance with applicable Company Policies and Procedures throughout the Program period and until awarded to be eligible. Eligibility is based on having: 1) an active 30 reward point minimum Auto-delivery order on file; 2) a minimum of three (3) new personally enrolled Customers (enrolled June 15, 2012, or later)\*\* who purchase product in a calendar month; and 3) the total QV of the Customer product orders must be three (3) times that of the Auto-delivery order on file. The free\* product is given only as an Auto-delivery order. One-time orders will not be free\*.

The Vemma Customer Loyalty Program is open for all Vemma products. Vemma Brand Partners and Customers are responsible for applicable shipping charges and sales tax. Customers, who also are qualified to get their product free\*, do NOT count as one (1) of the three (3) required Customers. Customers enrolled prior to June 15, 2012, are eligible to earn free\* product but do not count as one (1) of the three (3) required Customers for their Enroller. Customers enrolled on or after June 15, 2012, are eligible to earn free\* product and will be eligible to count as one (1) of the three (3) required Customers for their Enroller. All Customers enrolled after June 29, 2012, will not generate a Fast Start Bonus on their first order. Customers with an active 30 reward point minimum Auto-delivery order on file will be provided with a branded referral website. Accurate enrollment of new Brand Partners and Customers is the sole responsibility of the Enroller. Deferral of free\* Auto-delivery order, substitution, exchange, or transfer of reward are NOT allowed. Vemma reserves the right to retroactively adjust enrollment, volume and/or awarded free\* Auto-delivery product based on product returns and/or chargebacks. There is a limit of one (1) free\* Auto-delivery order per account per month – maximum 600 QV.

<b>Enroller Auto-Delivery Volume</b>	<b>Is Free* Next Month If You Have</b>
60 QV	A minimum of 3 new Customers who purchased product with a combined total QV of at least 180
120 QV	A minimum of 3 new Customers who purchased product with a combined total QV of at least 360
160 QV	A minimum of 3 new Customers who purchased product with a combined total QV of at least 480

All Brand Partners participating in the Program agree, affirm, and represent that they have read and understand the Official Rules. In addition, they affirm and represent that they have complied with all the rules and regulations of the Program, as well as Vemma Europe's Policies and Procedures and have not committed any fraud or deception in entering the Program.

The participation of any individual in this Program is solely at his/her own risk and responsibility. By participating, you agree that RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO YOU. This Program may be terminated by Vemma Europe at any time without prior notice

In the event a dispute under or relating to these Official Rules or this program cannot be settled by mutual consultation between the parties, both parties irrevocably consent to the jurisdiction of any court sitting in Ireland for the resolution of any such dispute and the courts located in Ireland shall be

the sole jurisdiction and venue for any dispute between the parties. The prevailing party in any litigation filed with any such court, including appeals from such court, shall be entitled to an award of costs and reasonable attorneys' fees.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and the Company in connection with this program, shall be governed by and construed in accordance with, the substantive laws of Ireland.

\*A free product Auto-delivery order means that you receive your Auto-delivery product for free, all you pay is the shipping and handling. This cost is unified for all countries and it is EUR 9,95

\*\* You do not need to sign up 3 new Customers every month; it is enough that you sign them up once, as long as they keep on ordering. Any Customers you enrolled after June 15 will count toward your free product in a given month until they stop ordering, or if they are also receiving the products free.

29-06-2012