

VEMMA[®] Enrollment Contest [“Sizzling Summer Sign-Up”] Official Rules

The contest is open to Brand Partners residing in the United States and Canada (excluding the US Territories and province of Quebec) who are of legal age by June 1, 2010. Employees of Vemma Nutrition Company (the “Company”) and their respective parents, subsidiaries, affiliates, and agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such person are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

Contest period runs from June 1, 2010 through August 31, 2010. Brand Partners cannot combine their efforts for the benefit of a single membership. Brand Partners must be “Active” and in good standing in accordance with applicable Company Policies and Procedures throughout the contest period and until the prize is awarded to be eligible. “Active” is defined as having an active 60 reward point minimum Auto-delivery order on file.

Eligibility is based upon the Brand Partner earning contest points based on product purchases of new personal enrollments. New personal enrollments are individuals that have never been a Vemma Brand Partner and/or Customer. Contest points will be assigned based on the initial product order and Auto-delivery as defined below:

Contest Points

- **20 points** for personally enrolling a new Brand Partner with a Gold Builder Pack initial order and 120 QV Auto-delivery
- **10 points** for personally enrolling a new Brand Partner with a Silver Builder Pack initial order and 120 QV Auto-delivery
- **6 points** for personally enrolling a new Brand Partner with a Bronze Builder Pack initial order and 120 QV Auto-delivery
- **4 points** for personally enrolling a new Brand Partner or Customer with an initial order and 120 QV Auto-delivery
- **4 additional points per month** for the subsequent 120 QV Auto-delivery generating during the contest period
- **2 points** for personally enrolling a new Brand Partner or Customer with an initial order and 60 QV Auto-delivery
- **2 additional points per month** for the subsequent 60 QV Auto-delivery generating during the contest period

Backdated orders will not count towards this contest. There will be no reactivation allowed in this contest. The Company reserves the right to retroactively adjust enrollment, volume and/or awarded contest points based on product returns and/or chargebacks. If the product or any components of the Builder Packs are returned, the Enroller agrees to forfeit the full amount of contest points associated with the purchase. August enrollments will qualify for contest points as long as the initial order and Auto-delivery (for September) is set up to be processed, but will not receive additional contest points for the subsequent Auto-delivery. Commissions will be adjusted in accordance with the Company’s Policies and Procedures.

The Company will determine the winning top ten (10) Enrollers in rank order based on the total number of contest points accrued during the contest period.

Prizes for the contest are as follows:

Grand Prize: All-inclusive trip for two to the Vemma Ambassador Retreat in Costa Rica and \$5,000 USD: The Grand Prize consists of roundtrip coach airfare travel for two from the winner's closest major gateway airport, three nights accommodations for two at the Paradisus Conchal Resort in Costa Rica, roundtrip ground transfer between destination airport and the resort, meals and drinks, and all-inclusive Ambassador functions, excluding the Ambassador breakfast meeting.

Winner will be solely responsible for any and all extra-curricular activities including, but not limited to offsite day trips and excursions. The dates of the Ambassador retreat are from December 2 through December 4, 2010. All arrangements must be made through Vemma's Sales and Events Department. The Grand Prize Winner must be in possession of a valid passport in order to accept this prize. If the Grand Prize Winner is unable to attend the Ambassador Retreat, the cash equivalent will not be awarded.

2nd Place: \$5,000 USD and (1) Apple® iPad

3rd Place: \$2,000 USD and (1) Apple iPad

4th Place: \$1,500 USD and (1) entry to win an iPad

5th Place: \$1,000 USD and (1) entry to win an iPad

6th Place - 10th Place: Free Double Registration to the 2011 Vemma Convention (\$500 USD value) and one (1) entry to win an iPad

Winners will be announced on the September 14, 2010 Vemma Call, and notified via electronic mail, telephone and/or mail. In the event product returns and/or chargebacks occur in September, after the winners are announced, the Company reserves the right to review and adjust the awarded contest points, in which an alternate winner may be selected. A random drawing will determine the winner of the Apple iPad based on the qualifying 4th through 10th place holders and will be announced on the September 14, 2010 Vemma Call. In the event of a tie, the Company will award the designated prize to the Brand Partner who has the greater number of Gold Builder Pack purchases. In the event the tying Brand Partners have the same number of Gold Builder Packs, the Company will award the designated prize to the Brand Partner who has the greater number of Silver Builder Pack purchases and the Company will continue to go down the line of contest points until a winner is chosen.

All federal, state and local taxes are the sole responsibility of the winners. Potential winners must execute required Affidavit of Eligibility/Release of Liability/Prize Acceptance Forms within fifteen (15) days of notification. Non-compliance within this time period or return of any prize notification as undeliverable may result in disqualification and an alternate may be selected. Accurate enrollment of new Brand Partners and Customers are the sole responsibility of the Enroller.

Acceptance of prize constitutes permission for the Company or any of its related or affiliated entities, to use winners' names/likenesses for purposes of publicity, advertising and promotion without further compensation unless prohibited by law. By participating in this promotion, entrants are to be bound by the Official Rules. Rules are subject to any requirements/limitations that are, or may be imposed by the Federal Trade Commission or any government agency.

The approximate retail value of this prize pool is \$33,000 USD. No substitution, exchange or transfer of prize by winner. Each prize winner is responsible for all taxes and fees associated with prize receipt and/or use. The participation of any individual in this contest is solely at

his/her own risk and responsibility. Odds of winning are dependent on the total number of new Brand Partners or Customers enrolled during the contest period. By participating, you agree that **RULES ARE SUBJECT TO CHANGE WITHOUT NOTICE TO YOU.**

In the event a dispute under or relating to these Official Rules or this contest cannot be settled by mutual consultation between the parties, both parties irrevocably consent to the jurisdiction of any state or federal court sitting in Maricopa County, Arizona for the resolution of any such dispute and the courts located in Maricopa County, Arizona 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 contest, shall be governed by and construed in accordance with, the substantive laws of the State of Arizona, USA without regard to Arizona choice of law rules.

Any attempt by a participant or any other individual to deliberately circumvent, disrupt or damage ordinary and normal operation of this contest, telephone systems or websites, or undermine the legitimate operation of the contest is a violation of criminal and civil laws and should such an attempt be made, the Company reserves the right to seek damages from any such participant to the fullest extent permitted by law.