

TAHITIAN NONI INTERNATIONAL USA
NATUREBORN™ KICKSTART SALES CONTEST
OFFICIAL RULES

**FOR QUALIFYING TAHITIAN NONI INTERNATIONAL AUTO-REFERRING CUSTOMER SELLING IN
THE UNITED STATES**

NOT OPEN TO THE GENERAL PUBLIC

**Qualification is based on qualifying sales activity. Chances of winning depend on the
number of qualifying sales.**

1. Overview. This NatureBorn Kickstart Sales Contest consists of awards and drawings for prizes. Participation in this Sales Contest is limited to those TNI USA Auto-Referring Customers ["ARCs"] who also are Case AutoShip ["CAS"] qualified in the TNI compensation plan. **Only CAS qualified ARCs are eligible for participation in this Sales Contest** ["Eligible ARCs"]. Names of Eligible ARCs who meet the sales objectives established by Tahitian Noni International USA, Inc. ["TNI" or "Sponsor"] will participate in drawings for prizes. This Sales Contest is void where prohibited by law and is subject to all applicable federal, state, and local laws and regulations.
2. Time. This Sales Contest begins October 14, 2008, and ends January 31, 2009 ["Sales Contest Period"].
3. Agreement to Rules. By participating in the Sales Contest, each Eligible ARC fully and unconditionally agrees to these Rules and to accept the decisions of Sponsor, which shall be final and binding in all matters related to the Sales Contest.
4. How to become an Eligible ARC. This Sales Contest is open only to ARCs who:
 - a) have reached the age of majority [or which are duly organized legal entities];
 - b) are residents of the United States and its territories;
 - c) have qualified sales during the Sales Contest Period; and
 - d) are CAS qualified in the TNI compensation plan.

Only those ARCs meeting these requirements will qualify as Eligible ARCs pursuant to these Rules.

5. Award of 70 notebook computers. A limited number of Eligible ARCs may earn a notebook computer (having a suggested retail value of approximately \$380.00) as follows:

- a) The first twenty [20] Eligible ARCs to personally refer ten [10] new NatureBorn customers and have ten [10] new or existing customers in generations 2-4 during the period of October 14-31, 2008, shall each receive a notebook computer.
 - b) The first twenty [20] Eligible ARCs to personally refer fifteen [15] new NatureBorn customers and have fifteen [15] new or existing customers in generations 2-4 during the period of November 1-30, 2008, shall each receive a notebook computer.
 - c) The first twenty [30] Eligible ARCs to personally refer twenty [20] new NatureBorn customers and have twenty [20] new or existing customers in generations 2-4 during the period of December 1-31, 2008, shall each receive a notebook computer.
6. Qualifications for name to be entered in drawings for 70 additional notebook computers. An Eligible ARC may be entered in three separate drawings to win one of 70 [seventy] additional notebook computers (each having a suggested retail value of approximately \$380.00) as follows:
- a) An Eligible ARC having no less than ten [10] personally-referred customers purchasing NatureBorn during the period of October 14-31, 2008 is qualified to be entered in the first drawing to win one [1] of twenty [20] notebook computers.
 - b) An Eligible ARC having no less than fifteen [15] personally-referred customers purchasing NatureBorn during the period of November 1-30, 2008 is qualified to be entered in the second drawing to win one [1] of twenty [20] additional notebook computers.
 - c) An Eligible ARC having no less than twenty [20] personally-referred customers purchasing NatureBorn during the period of December 1-31, 2008 is qualified to be entered in the third drawing to win one [1] of thirty [30] additional notebook computers.
7. Only one notebook computer per ARC. ARCs are allowed to win only one notebook computer during this Sales Contest.
8. Grand Prize drawing. After the end of the Sales Contest Period, TNI will have a drawing to give away five [5] smart fortwo coupe vehicles. The smart fortwo coupe was created by Mercedes-Benz, and is distributed in the United States by smart USA. The Manufacturer's Suggested Retail Price ["MSRP"] for the fortwo coupe is approximately \$11,990.00—excluding destination charges, tax, title, registration, options and other dealer fees. At its sole option, the Sponsor may elect to add a few basic options and destination charges, but otherwise all charges, fees and taxes exceeding the approximate MSRP will be the responsibility of a

winner. In its sole discretion, Sponsor may substitute a cash prize equal to the MSRP in lieu of providing a smart fortwo coupe.

9. Qualifications for name to be entered in drawing for the five smart fortwo coupe vehicles. An Eligible ARC may be entered in the drawing to win one of five [5] smart fortwo coupe vehicles (each with a MSRP of \$11,990.00) as follows:
 - a) To have their names entered in the drawing, Eligible ARCs must: i) maintain at least thirty [30] NatureBorn customers in generations 2 through 6; and ii) personally refer thirty [30] new NatureBorn customers. As long as an Eligible ARC maintains thirty [30] customers in generations 2 through 6, then 30-59 new customers earns one entry, 60-89 new customers earns two entries, and so on.
 - b) There is no limit to how many times an Eligible ARC's name may be entered in the Grand Prize drawing; however, as an ARC achieves sales goals in 30 new-customer increments, the ARC must maintain at least thirty [30] customers in generations 2 through 6, and also be CAS qualified to remain an Eligible ARC for the Sales Contest.
 - c) All new customers referred and all sales made by an ARC must be in compliance with the terms and conditions of current TNI policies as published by TNI in its Policy Manual and on its website at www.tni.com.
10. Fair and random method to select potential winners. Sponsor intends to select potential winners from qualifying entries received during the Sales Contest Period using a fair and random method chosen in good faith by the Sponsor. Selection of the winner is subject to verification of qualification. TNI has the right to review the sales and customers of potential winners. In the event that sales were made or customers were referred in violation of the terms and conditions of TNI policies, the potential winner will be disqualified and a replacement potential winner will be selected.
11. Substitution of prizes. Sponsor does not warrant or represent any actual or fair market value for any prize. Prizes are not transferable or refundable. No right to request cash or other substitution for a prize is allowed, except by the Sponsor who reserves the right to substitute any prize (or component thereof) with another prize (or component thereof) of equal or greater value in its sole discretion. No interest will be paid on any prizes. By accepting a prize, a winner consents to the use of his/her name, likeness, voice and/or biographical information for advertising and Sales Contest purposes without additional compensation, except where prohibited by law.
12. Qualification verification. Qualification of each entrant is subject to verification by the Sponsor, whose decisions are final and binding. Even though an entrant's name may be drawn and announced, **AN ENTRANT IS NOT ENTITLED TO ANY**

PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED and entrant has been notified that verification is complete.

13. How to enter the Sales Contest. Every Eligible ARC qualifying according to these Rules will automatically be entered in the Sales Contest.
14. Taxes. All taxes and other fees are the sole responsibility of a winner. For prizes valued more than US\$600, Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the approximate retail value of the prize. Potential winners are required to provide their Social Security numbers for tax reporting purposes. Sponsor also reserves the right to require payment of or withhold appropriate amounts for tax purposes as required by law.
15. Rules and results. Major prize winners will be posted on www.Income-Escalator.com.
16. Other conditions. Sponsor reserves the right to cancel, suspend, and/or modify the Sales Contest, or any part of it, in its discretion, or in case of any fraud, technical failures, errors in the administration of the Sales Contest or the processing of entries, or any other factor which impairs the integrity or proper functioning of the Sales Contest as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Sales Contest entry process, or the operation of the Sales Contest, or to be acting in violation of these Rules or TNI policies, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sales Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Potential Sales Contest winners need not be present at the drawing or the announcement of potential winners to win. Decisions of the Sponsor are final, binding, and conclusive in all matters. **ANY PERSON ATTEMPTING TO MAKE FALSE SALES CONTEST ENTRIES, OR TO DEFRAUD SPONSOR IN ANY WAY IN CONNECTION WITH THIS SALES CONTEST MAY BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.** Unclaimed prizes will not be awarded. In the event there is a discrepancy between the English language version and another language version of these Rules or of any other Sales Contest materials, the English version shall prevail and govern. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision.
17. Release, and limitations of liability. All potential winners, by submission of prize claim, acknowledge compliance with these Rules and agree to release Sponsor, and its licensees, distributors, each of their respective affiliates, subsidiaries, and other coordinating agencies involved in this Sales Contest and all of their respective officers, directors, and employees ["Sponsor and Affiliates"] from any and all liability for injuries or damages of any kind sustained in connection with the use, acceptance, possession, or awarding of any prize or while preparing for, participating in, and/or traveling to or in connection with any prize-related activity.

Entrant further agrees that in any cause of action, the Sponsor and Affiliates' liability will be limited to the cost of entering and participating in the Sales Contest, and in no event shall the Sponsor and Affiliates be liable for attorneys' fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

18. Disputes. Participant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sales Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by arbitration in the State of Utah. All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sales Contest, shall be governed by, and construed in accordance with, the laws of State of Utah, without giving effect to any choice of law or conflict of law rules (whether of the State of Utah or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Utah.